A COMPLEAT

Body of Conveyancing,

IN

THEORY

AND

PRACTICE.

In THREE VOLUMES.

VOLUME I. Contains the **Theory**; wherein the various Ways and Methods of Acquiring, Forfeiting, Conveying, Limiting and Settling all Kinds of Eſtates, as well Real as Perſonal; and alſo the Nature, different Forms, Parts, Operations and Effects of all Kinds of Deeds and Common Aſſurances, Fines and Recoveries, are fully treated of.

VOLUMES II. III. Contain the **Practice**: Or PRECEDENTS of Feoffments, Grants, Bargains and Sale, Leaſes, Releaſes, Declarations and Limitations of Uſes and Truſts, Marriage Settlements, and Private Acts of Parliament, (made for Settling the moſt conſiderable Eſtates in *Great Britain* and *Ireland*;) Mortgages, Leaſes, Aſſignments, Deeds of Charter-party and Copartnerſhip, Bills, Bonds, Releaſes, Letters of Attorney, *&c.* Deeds for ſecuring Annuities, *&c.* and of *Bank*, *Eaſt India*, *South-Sea* Stocks, and other publick Funds; and in general all Deeds and Inſtruments any Ways requiſite in Mercantile, Maritime and Plantation Affairs. With *Obſervations* and *Opinions* of the moſt EMINENT CONVEYANCERS. Selected from many Thouſand Manuſcript Precedents.

The Whole digeſted in a Method intirely new, avoiding all Repetitions, and containing a greater Variety of Uſeful PRECEDENTS than all other Books upon the ſame Subject now extant.

BY EDWARD WOOD, Gent. deceaſed.

The **Third Edition**, greatly improved in the THEORY by the Addition of References to the lateſt Books of Authority; and in the PRACTICAL PART, by the Favour of a large Number of Original Manuſcript Precedents.

BY ABLE HANDS.

VOLUME II.

LONDON:

Printed by his Majeſty's Law-Printers.

For J. WORRALL and Co. L. HAWES and Co. J. BEECROFT, W. STRAHAN, J. RIVINGTON, R. BALDWIN, P. URIEL, W. JOHNSTON, T. CASLON, S. CROWDER, T. LONGMAN, Z. STUART, W. FLEXNEY, ROBINSON and ROBERTS, T. LOWNDES, J. KNOX, R. WITHY, M. HINGESTON, G. PEARCH.

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HEADS and TITLES.

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A TABLE, shewing the Beginning of every King's Reign, from WILLIAM the Conqueror to his present Majesty King GEORGE the Third: Together with the Year of CHRIST answering to the Year in each King's Reign, accounting the Year to begin *March* 25.

WILL. I.		STEPHEN		JOHN.		EDW. I.		EDW. III.		HEN. VI.		HEN. VII.		ELIZ.		CHA. I.		ANNE.	
began his		2 Dec.		1206	7	1281	9	1356	30	1425	3	1495	10	1563	5	1637	12	8 March,	
Reign, 14		1135.		—07	8	—82	10	—57	31	—26	4	—96	11	—64	6	—38	13	1701.	
Oct. 1066.		1136	1	—08	9	—83	11	—58	32	—27	5	—97	12	—65	7	—39	14	1702	1
		—37	2	—09	10	—84	12	—59	33	—28	6	—98	13	—66	8	—40	15	—03	2
A. D.		—38	3	—10	11	—85	13	—60	34	—29	7	—99	14	—67	9	—41	16	—04	3
1067	1	—39	4	—11	12	—86	14	—61	35	—30	8	1500	15	—68	10	—42	17	—05	4
—68	2	—40	5	—12	13	—87	15	—62	36	—31	9	—01	16	—69	11	—43	18	—06	5
—69	3	—41	6	—13	14	—88	16	—63	37	—32	10	—02	17	—70	12	—44	19	—07	6
—70	4	—42	7	—14	15	—89	17	—64	38	—33	11	—03	18	—71	13	—45	20	—08	7
—71	5	—43	8	—15	16	—90	18	—65	39	—34	12	—04	19	—72	14	—46	21	—09	8
—72	6	—44	9	—16	17	—91	19	—66	40	—35	13	—05	20	—73	15	—47	22	—10	9
—73	7	—45	10	HEN. III.		—92	20	—67	41	—36	14	—06	21	—74	16	—48	23	—11	10
—74	8	—46	11	19 Oct.		—93	21	—68	42	—37	15	—07	22	—75	17	CHA. II.		—12	11
—75	9	—47	12	1216.		—94	22	—69	43	—38	16	—08	23	—76	18	30 Jan.		—13	12
—76	10	—48	13	1217	1	—95	23	—70	44	—39	17	—09		—77	19	1648.		—14	
—77	11	—49	14	—18	2	—96	24	—71	45	—40	18	H. VIII.		—78	20	1649	1	GEO. I.	
—78	12	—50	15	—19	3	—97	25	—72	46	—41	19	22 April,		—79	21	—50	2	1 August,	
—79	13	—51	16	—20	4	—98	26	—73	47	—42	20	1509.		—80	22	—51	3	1714.	
—80	14	—52	17	—21	5	—99	27	—74	48	—43	21	1510	1	—81	23	—52	4	1715	1
—81	15	—53	18	—22	6	1300	28	—75	49	—44	22	—11	2	—82	24	—53	5	—16	2
—82	16	—54		—23	7	—01	29	—76	50	—45	23	—12	3	—83	25	—54	6	—17	3
—83	17	HEN. II.		—24	8	—02	30	—77		—46	24	—13	4	—84	26	—55	7	—18	4
—84	18	25 Oct.		—25	9	—03	31	RICH. II.		—47	25	—14	5	—85	27	—56	8	—19	5
—85	19	1154.		—26	10	—04	32	21 June,		—48	26	—15	6	—86	28	—57	9	—20	6
—86	20	1155	1	—27	11	—05	33	1377.		—49	27	—16	7	—87	29	—58	10	—21	7
—87		—56	2	—28	12	—06	34	1378	1	—50	28	—17	8	—88	30	—59	11	—22	8
WILL. II.		—57	3	—29	13	—07		—79	2	—51	29	—18	9	—89	31	—60	12	—23	9
9 Sept.		—58	4	—30	14	EDW. II.		—80	3	—52	30	—19	10	—90	32	—61	13	—24	10
1087.		—59	5	—31	15	7 July,		—81	4	—53	31	—20	11	—91	33	—62	14	—25	11
1088	1	—60	6	—32	16	1307.		—82	5	—54	32	—21	12	—92	34	—63	15	—26	12
—89	2	—61	7	—33	17	1308	1	—83	6	—55	33	—22	13	—93	35	—64	16	—27	
—90	3	—62	8	—34	18	—09	2	—84	7	—56	34	—23	14	—94	36	—65	17	GEO. II.	
—91	4	—63	9	—35	19	—10	3	—85	8	—57	35	—24	15	—95	37	—66	18	11 June,	
—92	5	—64	10	—36	20	—11	4	—86	9	—58	36	—25	16	—96	38	—67	19	1727.	
—93	6	—65	11	—37	21	—12	5	—87	10	—59	37	—26	17	—97	39	—68	20	1728	1
—94	7	—66	12	—38	22	—13	6	—88	11	—60	38	—27	18	—98	40	—69	21	—29	2
—95	8	—67	13	—39	23	—14	7	—89	12	EDW. IV.		—28	19	—99	41	—70	22	—30	3
—96	9	—68	14	—40	24	—15	8	—90	13	4 March,		—29	20	1600	42	—71	23	—31	4
—97	10	—69	15	—41	25	—16	9	—91	14	1460.		—30	21	—01	43	—72	24	—32	5
—98	11	—70	16	—42	26	—17	10	—92	15	1461	1	—31	22	—02	44	—73	25	—33	6
—99	12	—71	17	—43	27	—18	11	—93	16	—62	2	—32	23	JAME I.		—74	26	—34	7
1100		—72	18	—44	28	—19	12	—94	17	—63	3	—33	24	24 March,		—75	27	—35	8
HEN. I.		—73	19	—45	29	—20	13	—95	18	—64	4	—34	25	1602.		—76	28	—36	9
1 Aug.		—74	20	—46	30	—21	14	—96	19	—65	5	—35	26	1603	1	—77	29	—37	10
1100		—75	21	—47	31	—22	15	—97	20	—66	6	—36	27	—04	2	—78	30	—38	11
1101	1	—76	22	—48	32	—23	16	—98	21	—67	7	—37	28	—05	3	—79	31	—39	12
—02	2	—77	23	—49	33	—24	17	—99	22	—68	8	—38	29	—06	4	—80	32	—40	13
—03	3	—78	24	—50	34	—25	18	HEN. IV.		—69	9	—39	30	—07	5	—81	33	—41	14
—04	4	—79	25	—51	35	—26	19	29 Sept.		—70	10	—40	31	—08	6	—82	34	—42	15
—05	5	—80	26	—52	36	EDW. III.		1399.		—71	11	—41	32	—09	7	—83	35	—43	16
—06	6	—81	27	—53	37	25 Jan.		1400	1	—72	12	—42	33	—10	8	—84	36	—44	17
—07	7	—82	28	—54	38	1326.		—01	2	—73	13	—43	34	—11	9			—45	18
—08	8	—83	29	—55	39	1327	1	—02	3	—74	14	—44	35	—12	10	JAMES II.		—46	19
—09	9	—84	30	—56	40	—28	2	—03	4	—75	15	—45	36	—13	11	6 Feb.		—47	20
—10	10	—85	31	—57	41	—29	3	—04	5	—76	16	—46	37	—14	12	1684.		—48	21
—11	11	—86	32	—58	42	—30	4	—05	6	—77	17	EDW. VI.		—15	13	1685	1	—49	22
—12	12	—87	33	—59	43	—31	5	—06	7	—78	18	28 Jan.		—16	14	—86	2	—50	23
—13	13	—88	34	—60	44	—32	6	—07	8	—79	19	1546.		—17	15	—87	3	—51	24
—14	14	—89		—61	45	—33	7	—08	9	—80	20	1547	1	—18	16	—88	4	—52	25
—15	15	RIC. I.		—62	46	—34	8	—09	10	—81	21	—48	2	—19	17	WILL. &		—53	26
—16	16	6 July,		—63	47	—35	9	—10	11	—82	22	—49	3	—20	18	MARY,		—54	27
—17	17	1189.		—64	48	—36	10	—11	12	—83		—50	4	—21	19	13 Feb.		—55	28
—18	18	1190	1	—65	49	—37	11	—12	13	EDW. V.		—51	5	—22	20	1688.		—56	29
—19	19	—91	2	—66	50	—38	12	HEN. V.		and		—52	6	—23	21	1689	1	—57	30
—20	20	—92	3	—67	51	—39	13	20 March,		RICH. III.		—53		—24	22	—90	2	—58	31
—21	21	—93	4	—68	52	—40	14	1412.		9 April,		MARY,		—25		—91	3	—59	32
—22	22	—94	5	—69	53	—41	15	1413	1	1483.		6 July,		CHA. I.		—92	4	GEO. III.	
—23	23	—95	6	—70	54	—42	16	—14	2	1484	1	1553.		27 March,		—93	5	25 Oct.	
—24	24	—96	7	—71	55	—43	17	—15	3	—85	2	1554	1	1625.		—94	6	1760.	
—25	25	—97	8	—72	56	—44	18	—16	4	HEN. VII.		—55	2	1626	1			1761	1
—26	26	—98	9	EDW. I.		—45	19	—17	5	22 August,		—56	3	—27	2	WIL. III.		—62	2
—27	27	—99		16 Nov.		—46	20	—18	6	1485.		—57	4	—28	3	alone.		—63	3
—28	28	JOHN.		1272.		—47	21	—19	7	1486	1	—58	5	—29	4	1695	1	—64	4
—29	29	6 April,		1273	1	—48	22	—20	8	—87	2	ELIZ.		—30	5	—96	2	—65	5
—30	30	1199.		—74	2	—49	23	—21	9	—88	3	17 Nov.		—31	6	—97	3	—66	6
—31	31	1200	1	—75	3	—50	24	—22		—89	4	1558.		—32	7	—98	4	—67	7
—32	32	—01	2	—76	4	—51	25	HEN. VI.		—90	5	1559	1	—33	8	—99	5	—68	8
—33	33	—02	3	—77	5	—52	26	31 August,		—91	6	—60	2	—34	9	1700	6	—69	9
—34	34	—03	4	—78	6	—53	27	1422.		—92	7	—61	3	—35	10	—01	7	—70	10
—35	35	—04	5	—79	7	—54	28	1423	1	—93	8	—62	4	—36	11			—71	
		—05	6	—80	8	—55	29	24	2	—94	9							—72	

The Practice of Conveyancing.

Acknowledgments.

By Truſtees that Stocks are transferred to and accepted by them upon Truſts.
By Indorſement.

WE the within named *T. H.* and *H. B.* do hereby acknowledge that the 500 *l.* Bank Stock within mentioned, hath been transferred to and accepted by us, upon the Truſts within mentioned.

Witneſs *J. B.* *T. H.*
H. W. *H. B.*

Of Writings received.

I Hereby acknowledge to have had and received this —— Day of —— of *A. B.* two ſeveral Indentures, one of Leaſe and the other of Releaſe, Dated ——— and both made between —— purporting a Mortgage from the ſaid —— to the ſaid —— of Lands in —— for ſecuring —— and Intereſt, and alſo a Bond for the Performance of the Covenants contained in the ſaid Mortgage. I ſay received, in order to recover the Monies due thereon,

By me *C. D.*

Another.

I Do acknowledge that the ſeveral Writings mentioned on the other Side of this Paper, are left and depoſited in my Hands, by and in Truſt for *A. B.* and *M. C.* to be kept as I keep my own Goods and Writings, and to be produced for the Uſe of either of the ſaid Parties, as their reſpective Occaſions ſhall require. Witneſs my Hand the —— Day of —— in the Year of our Lord, *&c.*

Another.

I *A. &c.* do acknowledge to have received on the Day of the Date hereof, of and from *B. &c.* the ſeveral Securities to me as Executrix aforeſaid, for Monies paid by him by my Order and Conſent to the ſeveral Perſons following, to wit, A Bond from *C.* for —— *l.* principal Money, Dated, *&c.* a Security by Aſſignment of a Naval Bill, *&c.*

Acquittances. Vide Receipts and Releaſes.

The Forms of such private Acts of Parliament as relate to Conveyancing.

First, Concerning Selling Estates, Cutting and Selling Timber, &c. for the Payment of Debts, Legacies and Portions, and for the Purchasing other Estates more convenient than those sold in Lieu thereof, &c. and for buying in Premisses and Incumbrances.

An Act *for the Sale of Part of the Estate of* E. H. *Esq; deceased, in* O. *and* R. *in the County of* N. *for the Discharging several Incumbrances thereupon, and the Performance of the last Will of the said* E. H. *and for the settling of other Lands and Tenements in* R. *aforesaid, in Lieu thereof, to the same Uses.*

Recital of a Conveyance of Lands to the Use of *E. H.* his Heirs and Assigns for ever.

WHereas by an Indenture *Quinquepartite*, bearing Date, *&c.* which was, *&c.* made or mentioned to be made between *E. H.* of *R.* in the County of *N.* Esq; (since deceased) of the first Part, *J. H.* Gent. (since also deceased, who was then Son and Heir apparent of the said *E. H.* of the second Part, *T. W.* of *O.* in the said County of *N.* Clerk, and *R. W.* of *A.* in the said County of *N.* Clerk, of the third Part, *J. C.* of *T.* in the same County of *N.* Clerk, of the fourth Part, *F. A.* of *S.* in the said County of *N.* Esq; *T. M.* of *G.* in the said County of *N.* Gent. Sir *A. J.* of *W.* in the said County of *N.* Bart. and *R. K.* of *B.* in the said County of *N.* Gent. of the fifth Part, and by one or more Fine or Fines, Recovery or Recoveries that were levied, had, suffered and made in Pursuance thereof, and for the Consideration in the said Indenture mentioned, among other Lands and Tenements, *All* that Messuage, *&c.* were granted and conveyed to the Use of the said *E. H.* his Heirs and Assigns for ever: **And whereas also** (among other Lands and Tenements) *All* that Messuage, *&c.* were by the said Indenture also granted and conveyed to the Use of the said *E. H.* for his Life; Remainder to the said *F. A.* and *T. M.* and their Heirs during the Life of the said *E. H.* to preserve contingent Remainders; Remainder to *S. H.* Wife of the said *E. H.* for her Jointure: **And whereas** (among other Lands and Tenements) *All* those Closes, *&c.* were thereby also granted and conveyed to the said *E. H.* for his Life; Remainder to the said *F. A.* and *T. M.* and their Heirs during the Life of the said *E. H.* to preserve contingent Remainders; and the Reversion and Remainder of all and singular the said Lands, Tenements, Hereditaments and Premisses limited to the Use of the said *E. H.* for his Life, and from and after the End and Determination of the several Estates thereof limited, were thereby limited and settled to the Use of the said *J. H.* for his Life; Remainder to the said *F. A.* and *T. M* and their Heirs during the Life of the said *J. H.* to support the contingent Remainders; Remainder to the first and every other Son of the said *J. H.* in Tail Male successively; Remainder to the said Sir *A. J.* and *R. K.* for 500 Years, in Trust to raise Portions for the Daughters of the said *J. H.* Remainder to *E. N. R. H.* and *T.* Sons of the said *E. H.* one after another for their respective Lives, with Remainders to the said *F. A.* and *T. M.* during the respective Lives of the said *E. N. R. H.* and *T.* to preserve contingent Remainders, with Remainders to the first and other Sons successively in Tail Male; Remainder to *S. H. A. H. B. H. D. H. J. H. M. H.* and *S. H.* Daughters of the said *E. H.* the Father, as Tenants in Common, and the Heirs of their Bodies; Remainder to all the Daughters of the said *J. H. E. H.* the Son, *N. R. H.* and *T. H.* in Tail successively one after another; Remainder to *N. H.* Brother of the said *E. H.* the Father, for his Life; Remainder to the said *F. A.* and *T. M.* and their Heirs during his Life, to preserve the contingent Remainders; Remainder to his first and every other Son in Tail Male successively; Remainder to *J. H.* another Brother of the said *E. H.* the Father, for his Life; Remainder to the same Trustees during his Life, and after his Death to his first and every other Son in Tail Male successively; Remainder to the said *E. H.* the Father and his Heirs: **And whereas** by a certain Proviso contained in the said Indenture, it is declared and agreed by and between all the Parties thereunto, that if the said *J. H.* should not have any Issue Female of his Body lawfully begotten, then the Estate and Term of 500 Years thereby limited unto the said Sir *A. J.* and *R. K.* as is aforesaid, should cease, as by the said Indenture, Fine or Fines, Recovery or Recoveries, may appear: **And whereas** the said *E. H.* the Father, duly made and executed his Last Will and Testament in Writing, bearing Date, *&c.* and did thereby devise unto his said Wife *S. H.* and unto *J. B.* of *T.* in the said County of *N.* Clerk, *R. W.* of *A.* in the said County of *N.* Clerk, and *T. W.* of *O.* in the said County of *N.* Clerk, and their Heirs, among other Lands and Tenements, the several Lands and Tenements herein before particularly

Of other Lands to the Use of himself for Life; Remainder to Trustees to preserve contingent Remainders; Remainder to his Wife for her Jointure; and after such Limitations to *J. H.* for Life, *&c.* Remainder to his first, *&c.* Sons in Tail Male; Remainder to Trustees to raise Daughters Portions; Remainders, *&c.*

Proviso in the said Conveyance.

E. H.'s Will.

particularly deſcribed and mentioned to have been limited to the Uſe of the ſaid *E. H.* the Father and his Heirs, in Truſt for the Payment of his Debts and Legacies in manner therein mentioned; and did thereby give and bequeath among other Legacies to his ſaid Daughters *S. A.* and *B. H.* 500 *l.* a piece, to be paid as ſoon after his Deceaſe as the Money could conveniently be raiſed; and to his Daughters *J. M.* and *S. H.* 500 *l.* a piece, to be paid at their reſpective Ages of One and twenty Years, or Days of Marriage with the Conſent of his Wife, which ſhould firſt happen; and the Intereſt and Product of all their ſaid Portions in the mean Time to be applied to their Maintenance and Education at the Diſcretion of his ſaid Wife, and conſtituted his Wife ſole Executrix of his ſaid Will, as by the ſaid Will may appear: **And whereas** *E. H.* the Father afterwards, (*viz.*) on or about the, *&c.* departed this Life, and at the Time of his Death was indebted unto ſeveral Perſons in ſeveral Sums of Money, amounting in the Whole to the Sum of 5197 *l.* 19 *s.* 2 *d.* or thereabouts, Part of which (*viz.*) 1200 *l.* Principal Money, and the Intereſt thereof, was ſecured to the ſeveral Perſons to whom the ſame was due by ſeveral Mortgages of ſeveral Parts of the Lands and Tenements ſettled in Tail as aforeſaid, and the Reſidue thereof was either due by Mortgage of other Parts of the Lands and Tenements in and by the ſaid Indenture *Quinquepartite*, limited to the ſaid *E H.* the Father and his Heirs in Fee-ſimple, and in and by his ſaid laſt Will deviſed to be ſold as aforeſaid, or by Bond, ſimple Contract or otherwiſe: **And whereas** Part of the ſaid Lands and Tenements deviſed to the ſaid *S. H. J. B. R. W.* and *T. W.* as aforeſaid, have by them or ſome of them been ſold purſuant to the Will of the ſaid *E. H.* the Father; **And whereas** the ſaid *R. W.* and *T. W.* are dead, but the ſaid *S. H.* the Mother, and *J. B.* are yet living: **And whereas** all the Perſonal Eſtate of the ſaid *E. H.* the Father, which by the Will of the ſaid *E. H.* the Father was ſubjected to the Payment of his Debts and Legacies, and the Money ariſing by ſuch Sale, and the Rents, Iſſues and Profits of the ſaid Lands and Tenements ſold, until ſuch Sale, and of the Lands and Tenements deviſed to be ſold as aforeſaid and not remaining unſold, have hitherto been juſtly applied for and towards Satisfaction of the Debts and Legacies of the ſaid *E. H.* the Father, ſo that the Debts of the ſaid *E. H.* the Father, including the Debt of 1200 *l.* principal Money, with which the ſaid intailed Eſtate ſtands charged as aforeſaid, do now amount only to the Sum of 4233 *l.* 3 *s.* 2 *d.* or thereabouts, in which Sum is alſo included all Intereſt for the ſaid Debts, and all and every ſuch Sum and Sums of Money as have been taken up, borrowed and applied by the ſaid *S. H.* the Mother, ſince the Deceaſe of the ſaid *E. H.* the Father, for the Diſcharge of any of the Debts or Legacies of the ſaid *E. H.* the Father, or which ſhe hath expended, or now ſtands engaged to pay by Reaſon thereof; it being intended that all ſuch Sums of Money as by the ſaid *S. H.* the Mother ſince the Deceaſe of the ſaid *E. H.* the Father have been taken up, or borrowed and applied in Diſcharge of any of the Debts or Legacies of the ſaid *E. H.* the Father, or which ſhe hath expended, or for which ſhe now ſtands engaged as aforeſaid, ſhall be eſteemed and diſcharged as the Debts of the ſaid *E. H.* the Father: **And whereas** all the Legacies given by the laſt Will of the ſaid *E. H.* the Father, except only the Legacies of 500 *l.* to the ſaid *S.* the Daughter, *A. H. B. H. J. H. M. H.* and *S. H.* have been paid: **And whereas** the ſaid *J. H.* the eldeſt Son, and *D. H.* both died without Iſſue in the Life-time of their ſaid Father: **And whereas** the ſaid *N. H.* the Brother of the ſaid *E. H.* the Father, the ſaid *S. H.* the Daughter and the ſaid *E. H.* the Son, ſince the Deceaſe of the ſaid *E. H.* the Father, have all died without Iſſue, and the ſaid *R. H. H. H. A. H. A. M.* and *S. H.* are yet unmarried, and the ſaid *J. H.* hath lately married *S. M.* Gent. **And whereas** all the ſaid Legacies are become due, but ſuch Part of the Lands, Tenements and Hereditaments, by the Will of the ſaid *E. H.* the Father, deviſed to be ſold as aforeſaid, which yet remain unſold, will not when the ſame is ſold raiſe Money ſufficient to pay all ſuch of the Debts and Legacies of the ſaid *E. H.* the Father, which yet remain unpaid, ſo that the ſaid intailed Eſtate muſt and will remain charged and incumbered with the ſaid Debt of 1200 *l.* and the Intereſt now in Arrear and the growing Intereſt thereof; and in caſe no Proviſion ſhall be made for the Diſcharge thereof, and the ſeveral Mortagees ſhall enter thereupon and foreclоſe the Equity of Redemption thereof, as they have frequently threatned to do, great Part of the intailed Eſtate will be in Danger of being wholly loſt and ſwallowed up: **And whereas** Part of the ſaid intailed Eſtate lies in *R.* aforeſaid, and other Part thereof in *O.* aforeſaid, and the ſaid Eſtate of the ſaid *E. H.* the Father, deviſed to be ſold, and which yet remains unſold lies alſo Part in *R.* aforeſaid, and other Part thereof in *O.* aforeſaid, intermixt with and among the Lands and Tenements intailed as aforeſaid: **And whereas** it will be very much for the Benefit and Advantage of the ſaid intailed Eſtate, if ſome Proviſion be made for the Diſcharging of the ſaid intailed Eſtate from the ſaid Incumbrances with which the ſaid intailed Eſtate now ſtands charged as aforeſaid, and very much for the Benefit and Advantage of both the ſaid Eſtates, if the ſame were laid together, which might and would be effected in caſe the ſaid Cloſes called *R. G.* and the intailed Premiſſes in *O.* aforeſaid, herein before particularly mentioned, were diſcharged of the ſeveral Uſes, Limitations and

Deviſe of ſame Lands in Truſt for Payment of Debts and Legacies.

Of Legacies.

E. H.'s Death.

5197 *l.* 19 *s.* 2 *d.* in Debt, for which he had mortgaged the ſaid intailed Lands, and given other Securities.

Part of the Lands deviſed ſold purſuant to the Will.

Death of two Truſtees, two Survivors.

Money applied for Payment of Debts.

Debts now amount to 4233 *l.* 3 *s.* 2 *d.*

All Legacies paid, except to the Daughters.

Death of the eldeſt Son and one Daughter.

Death of Brother, *&c.*

Daughters unmarried, one married.

Legacies due, Lands deviſed to be ſold, not ſufficient to pay Debts and Legacies, ſo that the intailed Eſtate ſtands charged.

Where the Eſtates lie.

Advantage of diſcharging the intailed Eſtate from the Incumbrances and joining Part of both the Eſtates to-

gether to be sold, and in Lieu thereof, &c. Part of both Estates to be settled to the same Uses as the intailed Estate now is.

Estates aforesaid, and the same were added to and might be sold with the Estate in *O.* devised to be sold as aforesaid, and in Lieu thereof other Lands and Tenements in *R.* aforesaid, herein before particularly mentioned to be limited by the said Indenture *Quinquepartite*, to the said *E. H.* the Father and his Heirs, being Part of the said Estate devised to be sold, were added to the Residue of the said intailed Estate in *R.* aforesaid, by Means whereof the said intailed Estate will lie together, and to much greater Advantage, and be very much improved, and the Estate in *O.* will then also be an intire and very improvable Estate, and may and will be sooner sold and to much greater Advantage than otherwise it can be, especially if the said *S. H.* the Mother shall think fit, for the Benefit and Advantage of her Children and their several Interests and Estates, to join in the Sale of the said intailed Estate in *O.* wherein she hath a Jointure for her Life, and in Lieu thereof will accept of an Estate for Life in the Lands and Tenements in *R.* intended to be added to the intailed Estate there as aforesaid; by which Means a full Provision may be made for the Performance of the Will, and Payment of the said Debts and Legacies of the said *E. H.* the Father which yet remain unpaid, and the intailed Estate will be discharged of the said Debt and Incumbrance of 1200 *l.* with which the same now stands charged as aforesaid, and no way impaired, lessened or diminished; a just Allowance be made for the Benefit and Ease it receives by the Discharge of the said Incumbrance with which the same now stands charged, and by the Addition of the other Lands thereto as aforesaid: **And whereas** the said *N. H.* the Son, is dead, and the said *R. H. H. H.* and *T. H.* the surviving Sons, the said *A. H. B. H. S. M.* and *J.* his Wife, *M. H.* and *S. H.* and the said *J. H.* the Brother of the said *E. H.* the Father, are willing and desirous that such Provision as aforesaid should be made for the Performance of the Will, and Payment of the said Debts and Legacies of the said *E. H.* the Father, which yet remain unpaid, with Interest for the same, and for the discharging the said intailed Estate of and from the said Incumbrances with which the same now stands charged as aforesaid, which cannot be effected otherwise than by Authority of Parliament:

Dead.

Enacted, That the Reversion expectant on the said Estate for Life of *S. H.* the Mother, of the intailed Estate in *O.* and Part of the Estate in *O.* devised to be sold, shall be vested in Trustees discharged from the Uses, &c. except *S. H.*'s Estate for Life, subject, &c. Premisses in *R* devised to be sold, and now unsold, vested in Trustees during *S. H.*'s Life, subject, &c. and after her Decease to the same Uses as in the recited Deed.

Now at the humble Suit of the said *N. H. R. H. H. H. T. H.* the surviving Sons, *A. H. B. H. S. M.* and *J.* his Wife, *M. H.* and *S. H.* and the said *J. H.* **Be it Enacted,** And it is hereby Enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled, and by the Authority of the same, That the Reversion and Reversions, Remainder and Remainders, expectant upon the said Estate for Life, of the said *S. H.* the Mother, of all and every the said intailed Messuages, Lands, Tenements and Hereditaments in *O.* aforesaid, herein before particularly mentioned to be in and by the said Indenture *Quinquepartite* limited to the said *S. H.* the Mother for her Life for her Jointure; and also all those Closes called *R. G.* shall from henceforth be vested in *H. S.* of *K.* in the County of *N.* Esq; and *J. H.* of *K.* Gent. and their Heirs, to the Use of them the said *H. S.* and *J. H.* and their Heirs, freed and discharged of and from all the Uses, Limitations and Estates, expressed and declared concerning the same in and by the said Indenture *Quinquepartite*, except the said Estate for Life of the said *S. H.* the Mother, subject nevertheless to such Trust and Trusts, and to and for such Intents and Purposes as are herein declared and enacted concerning the same. **And be it further enacted,** by the Authority aforesaid, That all the said Cottages, &c. in *R.* aforesaid, herein before particularly described, and mentioned to be limited by the said Indenture *Quinquepartite*, to the said *E. H.* the Father and his Heirs, to have been devised to be sold as aforesaid, and yet remaining unsold, shall from henceforth be vested in, and remain and be to the said *H. S.* and *J. H.* and their Heirs, to the Use of the said *H. S.* and *J. H.* and their Heirs, for and during the natural Life of the said *S. H.* the Mother, subject nevertheless to such Trust and Trusts, and to and for such Intents and Purposes as are herein after declared of and concerning the same; and from and after the Decease of the said *S. H.* the Mother, to the Use of the same Person and Persons, and for the same Estate and Estates, and subject to the same Trust and Trusts, Power and Powers, Provisoes and Contingencies respectively, as the said Reversion and Remainder of the Premisses in *O.* Parcel of the Jointure of the said *S. H.* the Mother, expectant upon the Estate for Life of the said *S. H.* the Mother, stood settled and limited in and by the said Indenture *Quinquepartite*, before the same was otherwise limited and settled by virtue of this present Act as aforesaid: **And it is thereby further enacted and declared,** That all and singular the Premisses limited in Use of the said *H. S.* and *J. H.* and their Heirs, either in Fee-simple or during the Life of the said *S. H.* the Mother as aforesaid, are and were so limited in Trust only, and to the Intent and Purpose that they the said *H. S.* and *J. H.* and the Survivors and Survivor of them, and the Heirs of the Survivor of them, shall and may with all convenient Speed, sell and dispose of the said Estates to them limited, of and in the same Premisses, and every Part thereof, to the best Purchaser or Purchasers that can or may be got for the same, and by and out of the Money arising by such Sale, and by and with the Rents, Issues and Profits thereof, and of every Part thereof respectively, when and so soon as they shall be intitled thereto, until such Sale or Sales shall be made, shall and may in the first Place bear, pay and satisfy all and

That the Premisses limited to Trustees in Fee simple, or for the Life of *J. H.* are so limited in Trust to be sold.

1. To pay for passing this act.

every

every ſuch Sum and Sums of Money as hath or ſhall or may be any way expended or laid out by any Perſon or Perſons, for or by Reaſon of the preparing or paſſing this preſent Act; and in the next Place ſhall and may pay all the Intereſt due or to grow due for the ſaid ſeveral Debts of the ſaid *E. H.* the Father, and for the Money borrowed and applied by the ſaid *S. H.* the Mother, or for ſuch Monies which ſhe hath expended or ſtands engaged to pay as aforeſaid, and for the ſaid Legacies and Portions, and in the next Place may pay or cauſe to be paid the ſaid Sum of 1200 *l.* with which the ſaid intailed Eſtate now ſtands charged as aforeſaid; and in the next Place ſhall and may pay all and every ſuch Debt and Debts of the ſaid *E. H.* the Father, which yet remain unpaid, and all and every ſuch Sum or Sums of Money as have been taken up or borrowed and applied by the ſaid *S. H.* the Mother ſince the Deceaſe of the ſaid *E. H.* the Father, for the Diſcharge of any of the Debts or Legacies of the ſaid *E. H.* the Father, or which ſhe hath expended or now ſtands engaged to pay by Reaſon thereof, which are intended to be eſteemed and diſcharged as the Debts of the ſaid *E. H.* the Father; and after Payment thereof ſhall and may pay all ſuch Legacies, Portions and Sums of Money, which by the Will of the ſaid *E. H.* the Father, were bequeathed as aforeſaid, and yet remain unpaid, and which ſhall not be paid and ſatisfied by and out of the Reſidue of the Eſtate in and by the laſt Will and Teſtament of the ſaid *E. H.* the Father, deviſed to be ſold as aforeſaid; and which by the ſaid Truſtees in the Will named, or any of them, have not yet been ſold, nor are hereby limited or ſettled in Tail as aforeſaid; and if after Payment of Coſts, Charges and Expences in the preparing and paſſing this preſent Act, the Coſts and Charges of the ſaid Truſtees in the Management, Execution and Defence of the Truſt hereby in them repoſed (which it is hereby declared lawful for them from Time to Time to deduct and keep) and of all the Debts and Legacies of the ſaid *E. H.* the Father as aforeſaid, there ſhall remain any Surplus of the ſaid Money in the Hands of the ſaid *H. S.* and *J. H.* the Survivors or Survivor of them; then they the ſaid *H. S.* and *J. H.* or Survivors or Survivors of them ſhall lay out the ſame in the Purchaſe of Meſſuages, Lands or Tenements, to be ſettled to the Uſe of ſuch Perſon or Perſons, and for ſuch Eſtate and Eſtates, and ſubject to the ſame Truſt and Truſts, Power and Powers, Proviſoes and Contingencies, as the ſaid Cloſes called *Rowel Greatwoods* ſtood limited and ſettled in and by the ſaid Indenture *Quinquepartite*, before the ſame was otherwiſe limited and ſettled by virtue of this preſent Act as aforeſaid: **And it is hereby provided, enacted and declared** by the Authority aforeſaid, That if the ſaid *S. H.* the Mother ſhall join with the ſaid *H. S.* and *J. H.* or the Survivors or Survivor of them, or the Heirs of the Survivors of them in the Sale of the Premiſſes in *O.* aforeſaid, which from and after the Deceaſe of the ſaid *S. H.* the Mother, are limited to the ſaid *H. S.* and *J. H.* and their Heirs in Fee-ſimple as aforeſaid; then they the ſaid *H. S.* and *J. H.* and the Survivors and Survivor of them, and the Heirs of ſuch Survivor, in Conſideration thereof, ſhall and may convey and aſſure all their or any of their Eſtate and Intereſt in the Premiſſes to them limited in Uſe during the Life of the ſaid *S. H.* the Mother, unto the ſaid *S. H.* the Mother and her Aſſigns, in Lieu and full Satisfaction of and for the Eſtate for Life which the ſaid *S. H.* the Mother now hath in the Premiſſes in *O.* the Reverſion whereof is hereby limited in Uſe to them the ſaid *H. S.* and *J. H.* and their Heirs as aforeſaid: **And it is hereby further enacted and declared** by the Authority aforeſaid, That nothing herein contained ſhall be conſtrued or taken to deſtroy, leſſen or diminiſh all or any of the Powers or Proviſoes in the ſaid Indenture *Quinquepartite* contained, as to ſuch Part of the Lands and Tenements as are intended to remain and continue intailed by Force of the ſaid Indenture *Quinquepartite*, and other Aſſurances as aforeſaid; but that the ſame Lands and Tenements, together with the Lands and Tenements in *R.* by Authority of this Act added to the Intail as aforeſaid, ſhall from henceforth be and remain to the ſeveral Uſes as aforeſaid, ſubject to the ſame Powers, Proviſoes and Authorities, as the ſaid intailed Eſtate ſhould and would have been ſubject to if this preſent Act had not been made, and ſubject to no other or further Power, Proviſo or Authority whatſoever: **Provided always and it is hereby declared** to be the true Intent and Meaning of this Act, That they the ſaid *H. S.* and *J. H.* the Survivors and Survivor of them, and his and their Executors, Adminiſtrators and Aſſigns, or any of them, ſhall not be anſwerable for the Receipts, Diſburſements, Acts or Deeds of the other of them, or for any more Money than ſhall actually come to their reſpective Hands by Reaſon of the Truſt or Truſts aforeſaid; or for any Loſs or Damage that ſhall happen without their wilful Default; and alſo that this Act, or any Thing herein contained, ſhall not be taken, expounded or conſtrued to make void, determine, or in any wiſe to leſſen or prejudice any Demiſe, Grant or Mortgage, or other Security by the ſaid Will or otherwiſe whatſoever, which hath been heretofore made by the ſaid *E. H.* the Father, *S. H.* the Mother, *J. B. R. W.* and *T. W.* or by any of them or any other Perſon, of the ſaid Premiſſes or any Part thereof, for the ſecuring the Payment of any Sum or Sums of Money whatſoever; but that all and every ſuch Mortgages, Grants and Securities that are now in Being, ſhall be and are hereby declared and enacted to be in the ſame Form, Plight and Condition, as the ſame were before the making of this Act; any Thing herein before contained

2. The Intereſt of *E. H.*'s Debts, Legacies and Portions.

3. The 1200*l.* with which the intailed Eſtate is charged.

4. *E. H.*'s Debts.

5. Legacies and Portions.

Surplus (if any) to be laid out in a Purchaſe to be ſettled to the ſame Uſes as in ſaid Deed.

Provided in caſe *S. H.* joins with Truſtees in the Sale of Eſtate in *O.* which after her Deceaſe was limited in Fee ſimple.

Proviſo that nothing herein ſhall deſtroy, &c. any Power, &c. in the ſaid Deed, as to what is to remain intailed; but that the Premiſſes, together with the Lands now intailed, ſhall be to the ſame Uſes, and alike ſubject, &c.

Proviſo that the Truſtees ſhall not be anſwerable for one another's Acts, &c.

Nor for more than comes to their Hands, &c.

This Act not to prejudice any Grant,

Mortgage, &c. made by *E. H.* &c.

Saving to the King, &c all others except, &c. their Right, &c.

to the contrary thereof in any wiſe notwithſtanding: **Saving always and reſerving** to the King's moſt Excellent Majeſty, his Heirs and Succeſſors, and all and every other Perſon or Perſons whatſoever, Bodies Politick and Corporate, their Heirs, Succeſſors and Aſſigns, other than the ſaid *N. H. R. H. H. H.* and *T. H.* the Sons, and *A. H. B. H. S. M.* and *J.* his Wife, *M. H.* and *S. H.* and the ſaid *J. H.* their and every of their Iſſue Male and Female, and their and every of their Heirs, and other than the ſaid *S H.* the Mother and *J. B. F. A.* and *T. M.* all his, her and their Right, Title and Intereſt, Claim and Demand whatſoever, of, in or to the ſaid Premiſſes, or any of them, every or any Part or Parcel thereof; any Thing herein contained to the contrary hereof in any wiſe notwithſtanding.

A Bill for the Sale of Part of the Duke of M.*'s Eſtate, for the Intents and Purpoſes therein mentioned, and for ſettling other Eſtates in Lieu thereof to the ſame Uſes.*

Recital of a Settlement on the Marriage of Lord *M.* with the Lady *M. C.*

Whereas by Indenture *Quadripartite*, bearing Date, *&c.* and made between the Right Honourable *R.* Earl of *M.* (afterwards Duke of *M.*) ſince deceaſed, and the Honourable *J. M.* (then commonly called Lord *M.* only Son and Heir Apparent of the ſaid *R.* Earl of *M.*) now Duke of *M.* of the firſt Part, the Moſt Noble *J.* Duke of *M.* and the Right Honourable Lady *M. C.* (youngeſt Daughter of the ſaid Duke of *M.*) now Ducheſs of *M.* of the ſecond Part; the Right Honourable *S.* Lord *G.* then Lord High Treaſurer of *England*, ſince deceaſed, the Right Honourable *S.* Earl of *B.* the Right Honourable *C.* Earl of *S.* the Right Honourable *C.* Lord *H.* afterwards Earl of *H.* ſince deceaſed, the Honourable *F. G.* Eſq; now Earl of *G.* and the Honourable *W. M.* Eſq; late Lord Chief Baron of the Court of Exchequer, ſince deceaſed, of the third Part, and *A. G.* late of, *&c.* Eſq; ſince deceaſed, *E. D.* of, *&c.* Gent. and *T. D.* of, *&c.* Gent. of the fourth Part; **And** by ſeveral common Recoveries thereupon had and ſuffered, the Manors, *&c.* therein and herein after-mentioned, with their and every of their Rights, Members, and Appurtenances in the County of *B.* in Conſideration of a Marriage then intended to be had and ſolemnized between the ſaid Lord *M.* and the ſaid Lady *M. C.* which afterwards took Effect, and for other Conſiderations therein mentioned, were conveyed or ſettled, or intended to be conveyed or ſettled unto and upon the Perſon and Perſons, and for and upon the Truſts, and to and for the Uſes, Intents and Purpoſes therein and herein after-mentioned, (that is to ſay) **All thoſe** the Manors, *&c.* in the County of *B.* by whatſoever other Name, *&c.* of him the ſaid *R.* Earl of *M.* or the ſaid *J.* Lord *M.* with their and every of their Rights, *&c.* (except the Capital Meſſuage or Manſion-Houſe called *D.* Houſe, with the Appurtenances; and alſo all thoſe thirty Acres of Land, ten lying Eaſt and twenty South from the ſaid Capital Meſſuage or Manſion-Houſe) which by Indenture *Tripartite*, bearing Date, *&c.* and made between, *&c.* were ſettled or conveyed, or intended, *&c.* from and after the Solemnization of the ſaid Marriage, to the Uſe of the ſaid *J.* Lord *M.* for the Term of his natural Life without Impeachment of Waſte; and from and after the Deceaſe of the ſaid *J.* Lord *M.* then to the Uſe of the ſaid Earl of *S.* and *F. G.* their Executors, Adminiſtrators and Aſſigns, for the Term of Four hundred Years ſince determined; and from and after the ſeveral Deceaſes of the ſaid *R.* Earl of *M.* and *J.* Lord *M.* to the Uſe of the ſaid Earl of *S.* and *F. G.* their Exucutors, *&c.* for the Term of Five hundred Years, to commence and be computed from the Death of the Survivor of the ſaid *R.* Earl of *M.* and *J.* Lord *M.* upon Truſt to raiſe and pay, or cauſe to be raiſed and paid out of the ſaid Premiſſes, and other the Manors, Lands and Tenements compriſed in the ſaid Term of Five hundred Years, unto the ſaid Lady *M. C.* and her Aſſigns, in caſe ſhe happened to ſurvive the ſaid *R.* Earl of *M.* and the ſaid *J.* Lord *M.* the yearly Rent or Sum of 3000 *l.* of lawful Money of *England*, for and during the natural Life of the ſaid Lady *M. C.* upon the four moſt uſual Feaſts, *&c.* by even and equal Portions, free and clear, *&c.* and ſubject to ſuch farther Truſts, Proviſoes and Agreements, of and concerning the ſaid Term of Five hundred Years, as are mentioned and contained in the ſaid Indenture *Quadripartite*: And from and after the Determination of the ſaid Term of Five hundred Years to the Uſe of the ſaid *J.* Duke of *M.* and *S.* Lord *G.* and their Heirs, for and during the natural Life of the ſaid *J.* Lord *M.* upon Truſt to preſerve the contingent Remainders thereof, therein and herein after-mentioned to be limited, from being defeated and deſtroyed: And from and after the Determination of all the precedent Uſes declared concerning the ſaid Premiſſes, to the Uſe of the firſt Son of the Body of the ſaid *J.* Lord *M.* on the Body of the ſaid Lady *M. C.* lawfully to be begotten, and to the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; and for Default of ſuch Iſſue, to the Uſe of the Second, *&c.* of the ſaid *J.* Lord *M.* on the Body of the ſaid Lady *M. C.* lawfully to be begotten, ſeverally, ſucceſſively, and in Remainder one after another, as they and every of them ſhould be in Seniority of Age and Priority of Birth:

Whereby the Manors, *&c.* in the County of *B.* (Except, *&c.*) which were ſettled, To the Uſe of the ſaid *M.* for Life. After his Deceaſe for the Uſe of Earl of *S.* and *F. G.* for a Term now expired; after Deceaſe of *R.* Earl of *M.* and *J.* Lord *M.* to the Uſe of Earl of *S.* and *F. G.* for a Term, upon Truſt to pay, raiſe and out of the Premiſſes compriſed in ſaid Term, unto ſaid Lady *M. C.* if ſhe ſurvives ſaid Earl and Lord an Annuity for Life; after the Term, to Truſtees to preſerve contingent Re-

And

And of the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons iſſuing; and for want of ſuch Iſſue, to the Uſe and Behoof of the firſt, ſecond, third, and all and every other the Son and Sons of the Body of the ſaid *J.* Lord *M.* on the Body or Bodies of his ſaid Wife or Wives that he ſhould afterwards marry, lawfully to be begotten, ſeverally, ſucceſſively and in Remainder one after the other, in Order and Courſe, as they ſhould be in Priority of Birth and Seniority of Age, and of the ſeveral Heirs Male of the Body and Bodies of all and every ſuch Son and Sons iſſuing; and in Default of ſuch Iſſue in caſe the ſaid *J.* Lord *M.* ſhould happen to die before he ſhould attain his Age of twenty-one Years leaving no Iſſue Male of his Body lawfully begotten; or in caſe the ſaid *J.* Lord *M.* ſhould attain to his ſaid Age of twenty-one Years, leaving Iſſue Male of his Body lawfully begotten, and ſuch Iſſue Male ſhould all of them happen to die without Iſſue Male before any of them ſhould attain to the Age of twenty-one Years, then, and in either of the ſaid Caſes ſo happening, and not otherwiſe, to the Uſe of the Lady *A. P.* now the Wife of Major General *H.* for and during the Term of her natural Life; and from and after the Determination of that Eſtate to the Uſe of the ſaid *C.* Lord *H.* and *W. M.* and their Heirs, for and during the natural Life of the ſaid Lady *A. P.* upon Truſt to preſerve the contingent Remainders thereof therein after-limited from being defeated or deſtroyed; and from and after the Deceaſe of the ſaid Lady *A. P.* then to the Uſe of the firſt, and all other the Sons of the Body of the ſaid Lady *A. P.* lawfully begotten or to be begotten ſucceſſively in Tail Male: And for Default of ſuch Iſſue to the Uſe and Behoof of all and every the Daughter and Daughters of the Body of the ſaid Lady *A. P.* lawfully begotten and to be begotten, and the Heirs of the Body and Bodies of all and every ſuch Daughter and Daughters lawfully begotten and to be begotten; And from and after the Determination of the aforeſaid Uſes and Eſtates, to the Uſe of ſuch Perſon and Perſons reſpectively, who were or ſhould be intitled to any Eſtate or Intereſt in the ſaid Lands and Premiſſes in Remainder, after Failure of Iſſue Male of the ſaid *J.* Lord *M.* and Failure of Iſſue of the ſaid Lady *A. P.* by virtue of the Settlement in the ſaid Indenture *Quadripartite* mentioned, made by the ſaid *R. W.* Eſq; by the ſaid Indenture *Tripartite* dated the 12th of, *&c.* and for ſuch Eſtate and Eſtates as they were thereby reſpectively intitled unto: And in caſe the ſaid *J.* Lord *M.* or any Iſſue Male of his Body ſhould attain the Age of twenty-one Years, then after Failure of Iſſue Male of the ſaid *J.* Lord *M.* to the Uſe of the ſaid *R.* Earl of *M.* his Heirs and Aſſigns for ever. Which ſaid ſeveral Limitations to the ſaid Lady *A. P.* and her Iſſue, and to the Perſon or Perſons intitled to any Eſtate or Intereſt in the ſaid Premiſſes in Remainder, after Failure of Iſſue Male of the ſaid *J.* Lord *M.* and Failure of Iſſue of the ſaid Lady *A. P.* by virtue of the ſaid Settlement of the ſaid *R. W.* dated the 12th of, *&c.* did never take Place or were veſted, for that the ſaid *J.* Lord *M.* hath attained the Age of One and twenty Years: **And whereas** in and by the ſaid recited Indenture *Quadripartite* the Manor and Scite of the late diſſolved Monaſtery of *B.* with its Rights, *&c.* in the County of *S.* and alſo in the City of *L.* and in the Pariſh of ——— in the County of *M.* were (amongſt other Things) ſettled or conveyed, or intended to be ſettled or conveyed to the Uſe of the ſaid *R.* Earl of *M.* for and during the Term of his natural Life; and from and after his Deceaſe, then for and concerning ſeveral Farms in *B.* aforeſaid, with the Appurtenances then or then late in the ſeveral Tenure, *&c.* And alſo as for and concerning ſeveral Meſſuages or Tenements ſituate in the Pariſh of ——— in the County of *M.* then in the ſeveral Tenures, *&c.* to the Uſe of the ſaid Earl of *S.* and *C.* Lord *H.* their Heirs and Aſſigns; in Truſt and for the Intent and Purpoſe that they the ſaid Earl of *S.* and *C.* Lord *H.* and the Survivor of them, and the Heirs and Aſſigns of ſuch Survivor, ſhould and might at any Time after twelve Kalendar Months were expired from and after the Deceaſe of the ſaid *R.* Earl of *M.* by and out of the Rents, Iſſues and Profits of the ſame Premiſſes laſt mentioned, or by Mortgage or Sale thereof, or of ſuch Part or Parts thereof as ſhould be neceſſary or convenient in that Behalf, raiſe and levy ſuch Sum and Sums of Money as ſhould be ſufficient to pay and ſatisfy 14000 *l.* of lawful Money, and all Intereſt that ſhould be then due for the ſame, owing and ſecured to be paid to *J. B.* Eſq; and *J. G.* or one of them, and charged on the aforeſaid Premiſſes in *B.* and elſewhere in the ſaid County of *S.* and alſo to pay and ſatisfy the farther Sum of 5000 *l.* of like Money, and all Intereſt that ſhould be then due for the ſame theretofore ſecured to be paid to *E. R.* and *E. L.* or one of them, and charged on the Eſtates in *L.* and *M.* therein mentioned, or on ſome Part thereof; and after Payment of the ſaid two ſeveral Sums and Intereſt, then as to all the ſaid Premiſſes ſo limited to the ſaid Earl of *S.* and the ſaid *C.* Lord *H.* as alſo all other the Manors, *&c.* of them the ſaid *R.* Earl of *M.* and *J.* Lord *M.* in the ſaid County of *S.* City of *L.* and in the Pariſh of ——— in the ſaid County of *M.* the ſame were by the ſaid Indenture *Quadripartite* ſettled, conveyed or limited unto, upon or to the Uſe and Behoof of the ſaid *J.* Lord *M.* now Duke of *M.* for Life, with Remainder to the ſaid *J.* Duke of *M.* and *S.* Lord *G.* and their Heirs, in Truſt to preſerve the contingent Uſes and Remainders therein after limited; Remainder to all and every the Sons

mainders; after ſuch Uſes, to firſt Son of ſaid *J.* Lord *M.* &c.

Premiſſes ſettled to the Uſe of *R.* Earl of *M.* for Life, after his Deceaſe in Truſt to raiſe and pay 14000 *l.* charged thereon, and on, *&c.* and other Monies thereon alſo charged.

Other Premiſſes limited to the Uſe of ſaid *J.* Lord *M.* for Life; Remainder in Truſt to preſerve contingent Remain-

ders; Remainder to the Iſſue Male of the Marriage, &c.

Sons of the ſaid *J.* Lord *M.* of the Body of the ſaid Lady *M.* begotten, ſucceſſively in Tail Male; Remainder to the ſaid *W. M.* and *E. D.* for the Term of 199 Years, for Proviſion for the younger Sons and Daughters of the ſaid *J.* Lord *M.* on the Body of any other Wife to be begotten; Remainder to all and every the Sons of the ſaid Lord *M.* on the Body of any after-taken Wife to be begotten in Tail Male; and after Failure of Iſſue Male of the ſaid *J.* Lord *M.* in caſe he ſhould die under the Age of 21 Years not having any Iſſue Male, or having Iſſue Male and dying under the Age of 21 Years, and all ſuch Iſſue ſhould die without Iſſue Male before any of them ſhould attain the Age of 21 Years, then and in either of the ſaid Caſes ſo happening and not otherwiſe ſubject to the aforeſaid Term of 199 Years, to the Uſe of the ſaid Lady *A. P.* and the Heirs of her Body lawfully begotten or to be begotten; and in caſe the ſaid *J.* Lord *M.* or any Iſſue Male of his Body ſhould attain the Age of 21 Years, then after Failure of Iſſue Male of the ſaid *J.* Lord *M.* ſubject to the ſaid Term of 199 Years, to the Uſe of the ſaid *R.* Earl of *M.* and of his Heirs and Aſſigns for ever, as by the ſaid Indenture *Quadripartite* and the Recoveries thereupon had and ſuffered, relation thereunto being had, amongſt other Things more at large may appear. **And whereas** the aforeſaid Debts of 14000 *l.* and 5000 *l.* do with Intereſt reſpectively remain heavy Charges and Incumbrances on the ſaid reſpective Eſtates, and will eat out the ſame unleſs paid off and diſcharged: **And whereas** all the ſaid Manors, &c. as well in the ſaid County of *S.* as in the ſaid Counties of *B.* and *B.* (except ſuch as ſhould be ſold for the Purpoſes aforeſaid) as alſo all other the Honours, &c. of the ſaid *R.* late Duke of *M.* ſituate, lying and being in that Part of the Realm of *Great Britain* called *England*, were in and by the laſt Will and Teſtament of him the ſaid late Duke of *M.* bearing Date, &c. deviſed or intended to be deviſed to his ſaid Son *J.* then commonly called Marquis of *M.* now Duke of *M.* for his Life, with Remainder to *M. A.* of the Pariſh of —— in the County of *M.* Gent. and *J. W.* of *W.* in the County of *N.* Gent. and their Heirs, in Truſt to preſerve contingent Remainders thereby limited, with Remainder to all and every the Sons of the ſaid *J.* now Duke of *M.* ſucceſſively in Tail Male; Remainder to the Daughters of the ſaid *J.* now Duke of *M.* and the Heirs of their reſpective Bodies iſſuing; Remainder to the ſaid *C.* Lord *H.* and *J.* Lord *S.* and the ſaid *E. D.* and *T. D.* and their Heirs, for and during the Life of his Grand-daughter *E.* Wife of *E. R. M.* Eſq; commonly called Lord *H.* but in Truſt for her the ſaid Lady *H.* for her Life, in manner as in the ſaid Will is limited and expreſſed, and after her Death to her firſt and other Sons ſucceſſively in Tail; and for Default of ſuch Iſſue, to all and every her Daughters and the Heirs of their reſpective Bodies iſſuing, and for want of ſuch Iſſue, to his Nephew *E. H.* Eſq; for his Life, and after his Death to *M. H.* (Son of the ſaid *E. H.*) for his Life, with Remainder to the ſaid *M. A.* and *J. W.* and their Heirs during the Life of the ſaid *M. H.* in Truſt to preſerve contingent Remainders, and after his Death, to all and every the Sons of the ſaid *M. H.* in Tail Male; and for Default of ſuch Iſſue, to the ſaid *C.* Lord *H.* (afterwards Earl of *H.* who is ſince deceaſed without leaving Iſſue of his Body) for the Term of his Life, with Remainder to the ſaid Truſtees to preſerve contingent Remainders, with Remainder to his firſt and other Sons ſucceſſively in Tail Male; and for Default of ſuch Iſſue, to the Right Honourable *C.* Earl of *M.* for his Life, with Remainder to the ſaid *M. A.* and the ſaid *J. W.* and their Heirs during the Life of the ſaid *C.* Earl of *M.* in Truſt to preſerve the contingent Remainders therein reſpectively limited, and after the Deceaſe of the ſaid *C.* Earl of *M.* to the firſt and all and every Son and Sons of the ſaid *C.* Earl of *M.* and the reſpective Heirs Male of their ſeveral Bodies iſſuing; and for want of ſuch Iſſue, to the right Heirs of the ſaid *R.* Duke of *M.* as by the ſaid Will, Relation thereto being had, amongſt other Things, more at large may appear: **And whereas** the ſaid *J.* Duke of *M.* hath lately purchaſed the Fee-ſimple and Inheritance of the Manors, &c. of *G. N.* and *L. N.* with the Rights, &c. in the County of *N.* and of that, &c. the Purchaſe of which Manors, Lands and Premiſſes, coſt the ſaid *J.* Duke of *M.* the Sum of 22800 *l.* and were conveyed unto the ſaid *J.* Duke of *M.* and his Heirs, in and by certain Indentures of Leaſe and Releaſe, bearing Date on or about the, &c. made or mentioned to be made between, &c. and were thereby conveyed unto the ſaid *J.* Duke of *M.* and his Heirs; the ſeveral Deſcriptions of which ſaid Manors, &c. ſo purchaſed by him the ſaid *J.* Duke of *M.* of the ſaid Dame *F. B.* do in and by ſuch Indentures of Leaſe and Releaſe more particularly and at large appear: **And whereas** the laſt mentioned Manors, &c. at the Time of ſuch Purchaſe ſo made as aforeſaid, ſtood mortgaged for the Sum of 10000 *l.* which ſaid Mortgage is now come to and veſted in the Right Honourable the Lord *T.* or his Truſtees, the Equity of Redemption whereof is made a Security to *T.* Lord *F.* for 3000 *l.* and Intereſt, and the ſame with other Lands of greater Value have ſince been charged by the ſaid *J.* Duke of *M.* with the Payment of 10000 *l.* and Intereſt unto *T. S.* Eſq; and *G. J.* Eſq; **And whereas** the ſaid *J.* Duke of *M.* did alſo lately purchaſe the Fee-ſimple and Inheritance of the third Part of the Manor of *B.* in the ſaid County of *N.* with the Rights, &c. and alſo of, &c. the Purchaſe of which ſaid third Part of the ſaid Manor,

Heavy Incumbrances on the Eſtates. Late Duke of *M.*'s Will, whereby all his Eſtate is deviſed to his Son the now Duke, for Life; Remainder in Truſt to preſerve contingent Remainders, &c.

J. Duke of *M.*'s Purchaſe of a Manor, &c. for 22800 *l.*

Which was mortgaged for 10000 *l.* which is now veſted in Lord *T.* and the Equity of Redemption is ſecured to Lord *F.* for 3000 *l.* and

&c. laſt mentioned, coſt the ſaid J. Duke of M. the Sum of 1100 l. and were conveyed unto the ſaid J. Duke of M. and his Heirs, in and by certain Indentures of Leaſe and Releaſe, bearing Date, &c. made, &c. between, &c. the particular Deſcriptions of which ſaid laſt mentioned Premiſſes do, in and by the ſaid Indentures of Leaſe and Releaſe, bearing Date the, &c. more particularly and at large appear: **And whereas** the ſaid J. Duke of M. hath been adviſed and is willing to ſell the ſaid Manors herein before mentioned, in the ſaid County of B. (except what is herein before limited to her Grace the preſent Ducheſs of M. for her Life, and except the ſaid Manor of D. and all other the Meſſuages, Lands, Tenements and Hereditaments of him the ſaid J. Duke of M. in D. aforeſaid) and by the Monies raiſed by ſuch Sale to ſatisfy and pay unto the ſaid T. Lord T. T. Lord F. T. S. G. J. and the ſaid J. Duke of M. the Sum of 23900 l. in Manner following; (that is to ſay) Unto the ſaid T. Lord T. the Sum of 10000 l. and Intereſt, unto the ſaid T. Lord F. the Sum of 3000 l. and Intereſt, unto the ſaid T. S. and G. J. the Sum of 10000 l. and Intereſt, and the Remainder of the ſaid Sum of 23900 l. unto him the ſaid J. Duke of M. and is deſirous that the Reſidue and Remainder of the Monies ariſing by ſuch Sale may be applied for and towards Satisfaction of the aforeſaid Debts and Incumbrances of 14000 l. and 5000 l. ſecured by ſeveral Mortgages on the ſaid Eſtates in the ſaid Counties of S. and M. reſpectively, and all Intereſt due for the ſame Debts reſpectively; and if any Overplus remain after Payment and Satisfaction of the ſame Debts and Incumbrances, that the ſame may be applied in the Purchaſe of other Lands and Hereditaments in Fee-ſimple, and be ſettled to the ſame Uſes as the ſaid Premiſſes in the ſaid County of B. ſo adviſed or intended to be ſold as aforeſaid are ſettled, and to ſettle and aſſure the ſaid Manors, Lands and Premiſſes ſo purchaſed by the ſaid J. Duke of M. together with the Lands and Premiſſes in the ſaid County of S. appointed to be ſold as aforeſaid, in Lieu of and to the ſame Uſes as the ſaid Premiſſes in the ſaid County of B. ſo adviſed to be ſold as aforeſaid are ſettled: **And whereas** it will be a greater Advantage as well to the ſaid J. Duke of M. and his Iſſue, as alſo to all the Perſons claiming any Remainders of the ſaid Eſtates as aforeſaid, to conſent to ſuch Sale of the ſaid Premiſſes in the ſaid County of B. ſo intended to be ſold for the Purpoſes aforeſaid, and accept of ſuch new Settlement in lieu thereof as aforeſaid: **And whereas** the Lands, Tenements and Hereditaments in the County of K. herein after mentioned, late the Eſtate of the ſaid R. Duke of M. deceaſed, (that is to ſay) All that the Manor of K. &c. in the County of K. &c. and alſo the Lands, &c. in the County of P. in S. W. herein after mentioned, late the Eſtate of R. Duke of M. deceaſed, (that is to ſay), &c. and all other the Lands of the ſaid R. late Duke of M. in the ſaid County of P. which were reſpectively deviſed or mentioned, &c. by the ſaid laſt Will of the ſaid R. Duke of M. to the ſame Perſons, and to, for and upon the ſame Uſes and Truſts as the ſaid Manors, &c. in the ſaid Counties of S. and B. are herein before mentioned to be deviſed or intended to be deviſed in and by the ſame Will. **And whereas** there are ſeveral Debts or Incumbrances charged by Mortgage on ſeveral other Eſtates of the ſaid J. Duke of M. by R. Duke of M. his Father and E. Lord M. his Grandfather, (*viz.*) on M. Houſe in the Pariſh of G. in the County of M. the Sum of 4000 l. beſides Intereſt due to Sir J. J. Knight, and J. W. Eſq; on divers Lands in B. in the ſaid County of N. late the Eſtate of the ſaid R. Duke of M. the Sum of 1200 l. beſides Intereſt due to J. L. of —— Gent. and on ſeveral Lands and Tenements lying and being in the Counties of N. and W. or one of them, the Sum of 1000 l. beſides Intereſt due to P. A. Eſq; or his Aſſigns; which ſaid ſeveral Eſtates ſo in Mortgage as aforeſaid, in and by the ſaid laſt Will of the ſaid R. Duke of M. ſtand limited to the ſame Perſons, and to and for the ſame Uſes and Truſts as the ſaid Manors, Lands and Premiſſes in the ſaid Counties of B. and K. are herein before mentioned to be deviſed by the ſame Will. **And whereas** it will be much for the Intereſt and Advantage of the ſaid J. Duke of M. and his Family, as alſo of all and every the Perſons to whom the ſaid ſeveral Eſtates are limited in Remainder, that the ſaid ſeveral Debts charged on the ſaid ſeveral intailed Eſtates ſhould be paid off and diſcharged, which cannot any otherwiſe be done than by the Sale of ſome Part of the ſaid intailed Eſtates: **And whereas** the ſaid Eſtates and Premiſſes lying and being in the ſaid County of K. and in W. are moſt convenient to be diſpoſed of for the Diſcharge of the laſt mentioned Debts of 4000 l. 1200 l. and 1000 l. ſo due as aforeſaid upon Mortgage, and to ſupply the Deficiency (if any) in diſcharging the ſeveral Sums of Money intended to be paid by the Sale of the ſaid B. Eſtate as aforeſaid: **Wherefore** the ſaid J. Duke of M. doth in behalf of himſelf and of M. Ducheſs of M. his Wife, and of all the Perſons to whom any Remainder of the ſaid Eſtates to be ſold is herein before mentioned to be limited as aforeſaid, Humbly beſeech your moſt Excellent Majeſty, That it may be Enacted, **And be it enacted** by, &c. That all the ſaid Manors, &c. in the ſaid County of B. and all other the Manors, &c. of him the ſaid J. Duke of M. ſituate, &c. in the ſaid Counties of B. and C. except, &c. ſhall from henceforth be veſted and ſettled, and are hereby veſted and ſettled in and upon (*Truſtees*) and their Heirs, to the Uſe of them and their Heirs and Aſſigns for ever, freed and diſcharged of and from all the Uſes, Truſts, Eſtates,

ſame and other Lands is charged with 10000 l.

Another purchaſe by J. Duke of M. for 1100 l.

J. Duke of M. willing to ſell Premiſſes in County of B. to pay Lord T. and Lord F. &c. that the Reſidue of the Money ariſing by the Sale, be applied towards Satisfaction of the Debts ſecured by Mortgages of Eſtates in the Counties of S. and M.

Overplus to purchaſe other Lands, to be ſettled to the ſame Uſes as the Premiſſes in the County of B. and other Premiſſes to be likewiſe ſo ſettled.

Advantage of ſelling Premiſſes in ſaid County of B.

Eſtate in K. deviſed by the late R. Duke of M. to the ſame Uſes as the Eſtate in S. and B.

Mortgages on other Eſtates, which were limited to the ſame Perſons, to the ſame Uſes as the Eſtates in B. and K.

Advantage of diſcharging ſaid intailed Eſtates of Incumbrances by Sale of ſome of them.

Premiſſes moſt convenient to be ſold.

Enacted, That the Premiſſes in B. and C. ſhall be veſted in Truſtees, who

shall stand seised thereof in Fee simple freed from Incumbrances.

Limitations, Charges and Incumbrances limited, declared, mentioned or contained in the said Indenture *Quadripartite* of the 18th, *&c.* and in the said last Will and Testament of the said *R.* Duke of *M.* to, for or on the Behalf of any Person or Persons whatsoever: And that the said (*Trustees*) and the Survivors and Survivor of them, and the Heirs of such Survivor, shall from henceforth be adjudged and taken to be seised of the said Premisses in the said Counties of *B.* and *C.* and of every Part and Parcel thereof (except as before is excepted) in Fee-simple, and that they and all and every Person and Persons lawfully claiming or to claim all or any of the said Manors, *&c.* so vested as aforesaid, by, from or under them by virtue of this Act shall and may have, hold and enjoy the same freed and discharged of and from all and every the Uses, Trusts, Limitations, Charges and Incumbrances mentioned or contained in the said Indenture *Quadripartite* of the 18*th* of, *&c.* and the said last Will and Testament of the said *R.* Duke of *M.* in and upon Trust nevertheless that the said (*Trustees*) and the Survivors and Survivor of them, and the Heirs of such Survivor do and shall, as soon as conveniently they can, sell all the said Manors, *&c.* in the said Counties of *B.* and *C.* hereby vested in them the said (*Trustees*) and their Heirs as aforesaid, or any Part or Parcel thereof, either together or in Parcels, as they or the Survivors or Survivor of them, or the Heirs of such Survivor shall think fit, and shall pay, dispose and apply the Money raised by such Sale or Sales in Manner following, (that is to say) Unto the said *T.* Lord *T.* his Executors, *&c.* the Sum of 10000 *l.* unto the said *T.* Lord *F.* his Executors, *&c.* the Sum of 3000 *l.* and unto the said *T. S.* and *G. J.* the Sum of 10000 *l.* with Interest for the said several Sums respectively, and unto him the said *J.* Duke of *M.* his Executors, *&c.* so much as together with the said several Sums so to be paid unto the said *T.* Lord *T. T.* Lord *F. T. S.* and *G. J.* shall make up and amount unto the Sum of 23900 *l.* being the Consideration Money of the several Purchases so made by the said *J.* Duke of *M.* as aforesaid, and from and after the Payment thereof shall pay and apply all or so much of the Residue of the said Money as shall arise by such Sale or Sales so to be made as aforesaid, for and in Discharge of the aforesaid Mortgages, Debts or Sums of 14000 *l* and 5000 *l.* and all Interest for the same Sums respectively as aforesaid, as shall be due for or upon the same, and procure Assignments of such Mortgages upon paying off the same to be made in Trust to attend the Inheritance of the said mortgaged Premisses according to the true Intent and Meaning of this present Act; and from and after Payment and Discharge of the said Mortgage Monies and Interest thereupon due, shall apply and dispose of the Residue of the Monies arising by such Sale or Sales (if any Overplus) in the Purchase of Freehold Lands, Tenements and Hereditaments of Inheritance in Fee-simple, free from Incumbrances, situate, lying and being in the County of *N.* and settle and assure the same, together with such of the Residue of the said Premisses in the said County of *Bu.* hereby enacted to be sold, as shall remain unsold after all the Payments made as aforesaid, unto and upon the same Persons, their Heirs, *&c.* respectively, or as near to the same as the Case of Death or Deaths, which hath or have hitherto happened or shall hereafter happen, will admit, and to, for and upon the same Uses, Estates, Limitations and Trusts, and subject to such Charges, Payments, Provisoes and Agreements (as the Case of Death will admit of) as the said Premisses in the said County of *B.* hereby enacted to be sold, now are or do stand limited and charged in and by the said Indenture *Quadripartite* of the 18th of, *&c.* and the said last Will of the said *R.* Duke of *M.* deceased. **And be it further enacted** by the Authority aforesaid, That all those the Manors, *&c.* and *L. N.* with their respective Rights, *&c.* in the said County of *N.* and all that capital Messuage, *&c.* which were lately purchased of the said Dame *F. B.* by the said *J.* Duke of *M.* as aforesaid, and which are conveyed, or mentioned to be conveyed, in or by the said Indentures of Lease and Release, bearing Date the 28*th* and 29*th* Days of *May*, *&c.* and also all that, *&c.* in the said County of *N.* lately purchased by the said *J.* Duke of *M.* of the said *W. F.* and all other the Lands, *&c.* comprized and contained in the said Indentures of Lease and Release, bearing Date the 9*th* and 10*th* Days of *December*, *&c.* and all those several Farms in *B.* aforesaid, with the Appurtenances, heretofore in the Tenures, *&c.* and also the Possession, Freehold and Inheritance of the same, and of every Part thereof respectively, shall from henceforth be, and are hereby vested and settled, and shall be deemed, taken and adjudged to be vested and settled in and upon the same Persons, their Heirs, *&c.* respectively, or as near to the same as the Case of Death or Deaths, which hath or have heretofore happened, will admit; and to, for and upon the same Uses, Estates, Limitations and Trusts, and subject to such Charges, Payments, Provisoes and Agreements as the Case of Death will admit of, as the said Premisses in the said County of *Bu.* hereby enacted to be sold, now are or do stand limited or charged with, in or by the said Indenture *Quadripartite* of the 18*th* Day of *January*, *&c.* and the last Will of the said *R.* Duke of *M.* deceased. **And be it further enacted** by the Authority aforesaid, That all and singular the aforesaid Manors, *&c.* in the said County of *K.* herein before particularly specified and described, and all other the Manors, *&c.* of the said *R.* late Duke of *M.* situate, *&c.* in the said County of *K.* and also all and singular the aforesaid Messuages, *&c.* situate, *&c.* in the said County of *P.* in

Upon Trust to sell the same,

to pay to Lord *T.* 10000 *l.* Lord *F.* 3000 *l.* *J. S.* and *G. J.* 10000 *l.* and to *J.* Duke of *M.* so much as makes up said Sums 23900 *l.* being the Consideration of said Purchases; next the Mortgages.

Overplus to purchase Lands in *S.* and settle same and such in *B.* as shall remain unsold.

Premisses vested in same Persons, upon same Trusts and alike subject as Premisses in *B. &c.*

Premisses in *K.* vested in Trustees, who

S. W.

S. W. aforeſaid, and the Poſſeſſion, Freehold and Inheritance of the ſame Lands, *&c.* and every Part and Parcel thereof in the ſaid reſpective Counties of *K.* and *P.* ſhall from henceforth be and are hereby veſted and ſettled in and upon (*Truſtees*) and their Heirs, to the Uſe of them and their Heirs, freed and diſcharged of and from all and every Uſe, *&c.* mentioned and contained in the ſaid laſt Will of the ſaid *R.* Duke of *M.* deceaſed: And that the ſaid (*Truſtees*) and the Survivors, *&c.* ſhall from henceforth be adjudged and taken to be ſeiſed, *&c. (as before)* and that they, *&c.* ſhall and may have, hold and enjoy the ſame freed, *&c.* from every Uſe, *&c.* in the ſaid laſt Will and Teſtament of the ſaid *R.* Duke of *M.* deceaſed, in and upon Truſt nevertheleſs that they the ſaid (*Truſtees*) and the Survivors, *&c.* do and ſhall, *&c.* ſell all the ſaid Manors, *&c.* in the ſaid reſpective Counties of *K.* and *P.* ſo veſted in them as aforeſaid, or any Part of Parcel thereof, either together or in Parcels, as they or the Survivors or Survivor of them, or the Heirs of ſuch Survivor ſhall think fit, and ſhall pay, diſpoſe and apply the Monies raiſed by ſuch Sale or Sales in Manner following, (that is to ſay) In the Firſt Place, for and in Diſcharge of the aforeſaid ſeveral Mortgages, Debts or Sums of Money of 4000 *l.* and 1000 *l.* and 1200 *l.* ſo ſecured upon the ſaid reſpective Eſtates as aforeſaid, and all Intereſt for the ſame Sums reſpectively as ſhall be due upon the ſame, and procure Aſſignments of the ſaid Mortgages upon paying off the ſame, to be made in Truſt to attend the Inheritance of the ſame mortgaged Premiſſes reſpectively; and from and after Payment and Diſcharge of the ſaid Mortgage Monies and Intereſt thereon due, apply and diſpoſe of the Reſidue of the Monies ariſing by ſuch Sale or Sales (if any Overplus) for the diſcharging the Deficiency (if any) of the Sums of Money intended to be raiſed and paid by the Sale of the ſaid *B.* Eſtates, if the ſaid *C.* Eſtates ſhall not be ſufficient to pay off the ſame, and to apply and diſpoſe of the Reſidue of the Monies ariſing by ſuch Sale or Sales (if any Overplus) in the Purchaſe of Freehold Lands, *&c.* in Fee-ſimple, free from Incumbrances, ſituate, lying and being in the County of *N.* and ſettle and aſſure the ſame together, with ſuch of the Reſidue of the ſaid Premiſſes in the ſaid Counties of *K.* and *P.* which ſhall remain unſold (if any) unto and upon the ſame Perſons, their Heirs, *&c.* reſpectively, or as near the ſame as the Caſe of Death or Deaths which hath or have heretofore happened, or ſhall hereafter happen, will admit, and to, for and upon the ſame Uſes, Eſtates, Limitations and Truſts as the Caſe of Death will admit, as the ſaid Premiſſes in the ſaid Counties of *K.* and *P.* reſpectively hereby Enacted to be ſold, now are or do ſtand limited or charged with, in and by the ſaid laſt Will and Teſtament of the ſaid *R.* Duke of *M.* deceaſed: **Provided always, and it is hereby farther enacted** by the Authority aforeſaid, That the Purchaſor or Purchaſors of all or any Part of the Manors, Lands and Premiſſes by this Act limited to be ſold, paying his or their Purchaſe Money to them the ſaid (*Truſtees*) or the Survivors or Survivor of them, or the Heirs of ſuch Survivor, ſhall be acquitted and diſcharged of and from the ſame, and not be obliged to ſee the Diſpoſal or Application thereof: **And be it further enacted**, That from and after ſuch Sale or Sales ſhall be made as aforeſaid, ſuch Perſon and Perſons who ſhall purchaſe all or any Part of the ſaid Manors, Lands or Premiſſes, by virtue of this Act to be ſold, and his and their Heirs and Aſſigns, ſhall hold and enjoy the ſame according to his and their reſpective Purchaſe and Purchaſes, againſt the ſaid *J.* Duke of *M.* and *M.* Ducheſs of *M.* his Wife, and the Iſſue of the Body of the ſaid *J.* Duke of *M.* the ſaid *E.* Lady *H.* and the Iſſue of her Body, the ſaid *E. H.* the ſaid *M. H.* and the Iſſue of his Body, the ſaid *C.* Earl of *M.* and the Iſſue of his Body, and all Perſons claiming and to claim, by, from or under, or in Truſt for them or any of them, or by, from or under, or in Truſt for the ſaid *R.* Duke of *M.* deceaſed: **Provided always**, That it ſhall and may be lawful to and for the ſaid (*Truſtees*) their Heirs and Aſſigns, from Time to Time to defaulk and take to themſelves all their reaſonable Coſts, Charges and Expences whatſoever, which they or any of them ſhall ſuſtain or be put unto in the Execution of the Truſt hereby in them repoſed as aforeſaid, and that none of them ſhall be chargeable or accountable for any more than what ſhall come to their Hands ſeverally and reſpectively; and that no one of them ſhall be chargeable for the Receipts of the other of them: **Saving and reſerving** nevertheleſs unto his Majeſty, his Heirs and Succeſſors, and to all and every other Perſon and Perſons, and Bodies Politick and Corporate, their Heirs and Succeſſors, and to the Heirs and Succeſſors of every of them, (other than the ſaid *J.* Duke of *M.* and *M.* Ducheſs of *M.* his Wife, and the Iſſue of the Body of the ſame Duke, the ſaid *E.* Lady *H.* and the Iſſue of her Body, the ſaid *E. H.* the ſaid *M. H.* and the Iſſue of his Body, and the ſaid *C.* Earl of *M.* and the Iſſue of his Body, and the Right Heirs of the ſaid *R.* Duke of *M.* deceaſed, and all claiming by, from or under them or any of them, or in Truſt for them or any of them) all ſuch Right, Title, Intereſt and Demand, of, in, to or out of the ſaid Manors, Meſſuages, Lands and Premiſſes hereby Enacted to be ſold, or any of them, or of, in, to or out of any Part or Parcel thereof, as they, every or any of them had, or ſhould or might have enjoyed if this Act had never been made; this preſent Act or any thing herein contained to the contrary thereof in any wiſe notwithſtanding.

ſhall ſtand ſeiſed in Fee-ſimple freed from Incumbrances.

Upon Truſt to ſell ſame,

to pay ſaid Mortgages of 4000 *l.* 1000 *l.* 1200 *l.*

Overplus to diſcharge Deficiency of Eſtates in *B.* if they be not ſufficient to diſcharge ſame, and the Reſidue to Purchaſe Lands in *N.* and ſettle ſame with ſuch Lands in *K.* and *M.* as ſhall remain unſold.

Proviſo, as to Purchaſors.

Enacted, that Purchaſors ſhall hold Premiſſes according to their reſpective Purchaſes againſt *J.* Duke of *M.* *&c.*

Proviſo that Truſtees ſhall be allowed Expences, not be chargeable for one another.

Saving, *&c.* to the King and all others, except, *&c.* all Right, *&c.*

An

An Act for Sale of ſome Part of the Real Eſtate of B. M. *Eſq; deceaſed, for Payment of his Debts, and for other Purpoſes therein mentioned.*

Recital of *B. M*'s Will. Deviſe of Fee Farm Rents, *&c.* to ſeveral Uſes.

Whereas *B. M.* late of *O. W.* in the County of *B.* Eſq; made his laſt Will and Teſtament in Writing, bearing Date, *&c.* and did thereby give and deviſe unto *W. D. J. B.* and *C. P.* Eſquires, and their Heirs, (amongſt other Things) All thoſe his Fee-Farm Rents, Tenths and Penſions, and other Rents and yearly Sums and Payments of Money whatſoever, then lately purchaſed of the Truſtees, for Sale of Fee-Farm Rents iſſuing or ariſing out of any Manors, Mills, Rectories, Franchiſes, Lands, Tenements or Hereditaments whatſoever, within or near the Counties of *E. N.* and *L.* or any or either of them, upon Truſt out of the Fee-Farm Rents, to pay *D. B.* of *B. St. E.* in the County of *S.* one Annuity of 50 *l. per Annum* for her Life, by Half-yearly Payments; and unto Sir *A. M.* the Deviſor's Brother (ſince deceaſed) one Annuity of 50 *l.* for his Life; and to the Deviſor's Son *C. M.* one Annuity of 200 *l.* for his Life; and to pay the Overplus of the ſame Fee-Farm Rents, above the ſaid Annuities, unto ſuch Perſon and Perſons reſpectively, and to and for ſuch Eſtates, Uſes, Intents and Purpoſes, and in ſuch Manner and Form as all the ſaid Fee-Farm Rents, Tenths, Penſions and yearly Sums, and the whole Revenue thereof, are herein after-mentioned to be deviſed, ſettled, limited or appointed: And from and after the Determination of the ſaid ſeveral Annuities of 50 *l. &c.* then as for and concerning all the ſaid Fee-Farm Rents, Tenths, Penſions and yearly Sums of Money, and the whole Revenue thereof, to the Uſe and Behoof of *C. M.* the Nephew of the Deviſor, and Son and Heir apparent of the ſaid Sir *A. M.* for his Life; and from and after the Determination of that Eſtate, to the Uſe and Behoof of the ſaid *W. D. J. B.* and *C. P.* and their Heirs, during the Life of the ſaid *C. M.* the Nephew, upon Truſt to preſerve contingent Remainders; and from and after the Deceaſe of the ſaid *C. M.* the Nephew, to the Uſe of, *&c.* lawfully to be begotten, ſeverally and ſucceſſively in Tail Male; and for Default of ſuch Iſſue, to the Uſe of the ſaid *C. M.* the Deviſor's Son, for his Life; and from and after the Determination of that Eſtate, to the Uſe of the ſame Truſtees and their Heirs, during the Life of the ſaid *C. M.* the Deviſor's Son, upon Truſt to preſerve contingent Remainders; and from and after his Deceaſe, to the Uſe of the firſt and every other Son and Sons of the ſaid *C. M.* the Son, lawfully to be begotten, ſeverally and ſucceſſively in Tail Male; and for Default of ſuch Iſſue, to the Uſe of *C. M.* of *G.* in the County of *K.* Eſq; Kinſman of the ſaid Deviſor, ſince deceaſed, and the Heirs Male of his Body; and for want of ſuch Iſſue, then to the Uſe of the right Heirs of the ſaid *B. M.* the Deviſor for ever; with a Power to the ſaid *C. M.* the Nephew, during his Life, by any Deed, *&c.* to aſſign, limit or appoint, to or to the Uſe of, or in Truſt for, any Woman or Women that ſhould be his Wife or Wives, for the Life and Lives of ſuch Woman and Women, for or in Lieu, Name or Stead of her or their Jointure or Jointures, or Part of Jointure or Jointures, or better Means of Livelihood; and that as well before as after the Marriage of the ſaid *C. M.* the Nephew with ſuch Woman or Women, any Part or Parts of the ſaid Fee-Farm Rents, Tenths and Premiſſes, not exceeding 400 *l. per Ann.* to commence and take Effect as in ſuch Deed or Deeds, Writing or Writings, ſhould be aſſigned, limited or appointed; together with the like Power of making a Jointure or Jointures for the ſaid *C. M.* the Son, *&c.* and by the ſaid Will did give (amongſt other Legacies) a Legacy of 2000 *l.* to his ſaid Son *C. M.* and 5000 *l.* to his Niece the Lady *I. M.* with a Power to his ſaid Truſtees, by Mortgage or Sale, to raiſe Monies for the Payment of his Debts and Legacies, in caſe his Perſonal Eſtate ſhould be deficient in that Behalf; and made the ſaid *W. D. J. B.* and *C. P.* his Executors.

His Death, Perſonal Eſtate not ſufficient to pay Debts.

And whereas ſometime after making the ſaid Will, the ſaid *B. M.* the Teſtator died without any lawful Iſſue, leaving the ſaid Sir *A. M.* his Brother and Heir, and without leaving Perſonal Aſſets ſufficient for the Payment of his Debts and Legacies, and was at the Time of his Death indebted in the Sum of 2000 *l.* unto *T. L.* Eſq; which was ſecured by Indenture of Mortgage, bearing Date, *&c.* made by the ſaid *B. M.* in his Life-time, of Part of the ſaid Fee-Farm Rents, for the Term of 1000 Years; and that after his Deceaſe, other Part of the ſaid Fee-Farm Rents were, in Purſuance of a Decree and Order of the High and Honourable Court of Chancery, by Indenture, dated, *&c.* mortgaged for the Term of Five hundred Years, for the raiſing of the ſaid 2000 *l.* Legacy for the ſaid *C. M.* the Son; which ſaid reſpective Mortgages are ſtill ſubſiſting and unpaid, and are aſſigned unto, or in Truſt for *W. E.* Eſq;

Death of two of the Executors, who ſurvives, who grants to *J. P.* the Premiſſes upon the

And whereas *J. B.* died, in the Life-time of the ſaid Teſtator, and the ſaid *C. P.* ſoon afterwards departed this Life, and the ſaid *W. D.* being the ſurviving Executor and Truſtee of the ſaid Will, by Indenture *Tripartite* inrolled in Chancery, dated, *&c.* did grant and convey all the ſaid Fee-Farm Rents, Tenths, Penſions and yearly Sums, unto *J. P.* Gent. and his Heirs, upon the ſeveral Truſts in the ſaid Will mentioned; and afterwards the ſaid

W. D. departed this Life: **And whereas** the ſaid *J. P.* by Indenture inrolled in Chancery, Dated, *&c.* did (by the Direction of the ſaid *C. M.* the Nephew, and *C. M.* the Son) grant and convey the ſaid Fee-Farm Rents, Tenths, Penſions and yearly Sums unto *J. H.* Gent. and his Heirs, upon the ſeveral Truſts in the ſaid Teſtator's Will mentioned, ſubject nevertheleſs to the before-recited Mortgages: **And whereas** the ſaid *C. M.* is dead without any Iſſue Male of his Body, and the ſaid Sir *A. M.* is alſo dead, leaving the ſaid *C. M.* the Nephew, his eldeſt Son and Heir, who is now alſo the Heir of the ſaid *B. M.* the Teſtator, and the ſaid *C. M.* the Son has never been married: **And whereas** the ſaid *C. M.* the Nephew, intermarried with *E. F.* ſince deceaſed, eldeſt Daughter of Sir *R. F.* Bart. by whom the ſaid *C. M* the Nephew had no Iſſue Male, and had only two Daughters (to wit) *M. M.* and *C. M.* the Elder of which is marriageable, and the Younger about the Age of ten Years: **And whereas** the ſaid *C. M.* the Nephew is ſince intermarried with *J. M.* his now Wife, but has not, nor ever had, any other Iſſue ſaving his two Daughters herein before named: **And whereas** the ſaid *C. M.* the Nephew, and *J.* his Wife, *C. M.* the Son, *J. H.* the Truſtee, *D. B.* the Annuitant, and the ſaid *W. E.* the Mortgagee, are the only Perſons now living that are in any wiſe intereſted by virtue of or under the ſaid Will, or otherwiſe, in the Fee-Farm Rents herein after mentioned, being Part of the ſaid Fee-Farm Rents deviſed in and by the ſaid laſt Will of the ſaid *B. M.* **And whereas** there is a conſiderable Arrear of Intereſt due to the ſaid Mortgagee of the ſaid Fee-Farm Rents, and the ſaid Mortgagee does threaten to foreclоſe the Equity of Redemption of the ſaid mortgaged Premiſſes, whereby the Right and Intereſt of the ſaid *C. M.* the Nephew, and *C. M.* the Son, in the ſaid mortgaged Premiſſes, will be utterly debarred: **And whereas** the ſaid *C. M.* the Nephew is deſirous to make ſome Proviſion for his ſaid two Daughters, with whoſe Mother he had a conſiderable Portion, which he is unable to do, otherwiſe than as herein after is mentioned: **And whereas** all the ſaid Parties intereſted, as aforeſaid, in the ſaid Fee-Farm Rents herein after in that Behalf particularly mentioned, are willing to join in a Sale thereof; but, in regard of the before-mentioned Limitations, by the laſt Will of the ſaid *B. M.* deceaſed, to the Sons of the ſaid *C. M.* the Nephew, and *C. M.* the Son, altho' there were never ſuch Sons born, the ſame cannot be effected without the Aid of an Act of Parliament: **Wherefore** Your Majeſty's Moſt Dutiful and Obedient Subjects the ſaid *C. M.* the Nephew, and *J.* his Wife, and *C. M.* the Son, and *J. H.* do moſt humbly beſeech Your Moſt Excellent Majeſty, That it may be Enacted; **And be it enacted** by, *&c.* That all that Annual Rent or Tenth of, *&c.* reſerved and iſſuing out of and from the Rectory of *B.* in the County of *L.* and alſo all that Annual Rent or Tenth of, *&c.* reſerved, *&c. &c. &c.* the ſame amounting in the Whole to the yearly Sum of 253 *l.* 19 *s.* 1 *d.* $\frac{1}{4}$. and being Parcel of the ſaid Fee-Farm Rents, Tenths, Penſions, Annual and other Rents or yearly Sums and Payments of Money which are granted and conveyed unto the ſaid *B. M.* and his Heirs, in and by a certain Indenture inrolled in Chancery, Dated, *&c.* and afterwards deviſed and ſettled in and by the laſt Will of the ſaid *B. M.* as aforeſaid, and the Fee-ſimple and Inheritance of the ſame, ſhall be from ——— Day of, *&c.* abſolutely and fully veſted, and the ſame hereby from the ſaid ——— Day of, *&c.* are abſolutely and fully veſted in *J. B.* of *I.* in the County of *M.* and *R. C.* of *L. I.* in the ſaid County of *M.* and their Heirs, to the Uſe and Behoof of them the ſaid *J. B.* and *R. C.* and their Heirs, freed and diſcharged from all the Uſes, Eſtates, Truſts, Limitations, Remainders, Reverſions and Contingencies, limited, deviſed, appointed or declared in the ſaid in Part recited Will of the ſaid *B. M.* ſubject nevertheleſs to the ſeveral and reſpective Mortgages of the Premiſſes (among other Things) or of ſome Part or Parts thereof (among other Things) herein before-mentioned to be aſſigned unto, or in Truſt for the ſaid *W. E.* for the Securing of 4000 *l.* Principal Money, beſides Intereſt, unto him the ſaid *W. E.* his Executors, *&c.* upon the Truſts, and to the Intents and Purpoſes herein after mentioned; (that is to ſay) upon ſpecial Truſt and Confidence, that they the ſaid *J. B.* and *R. C.* and the Survivor of them, and the Heirs and Aſſigns of ſuch Survivor, do and ſhall, ſo ſoon as they conveniently can, by one or more Sale or Sales, ſell, diſpoſe of, and convey all the ſaid Fee-Farm Rents, Tenths, Penſions, Annual and other yearly Rents, or other yearly Payments of Money herein before mentioned and intended to be hereby veſted in them the ſaid *J. B.* and *R. C.* and their Heirs, as aforeſaid, with their and every of their Appurtenances, and the Fee-ſimple and Inheritance of the ſame, unto one or more Purchaſer or Purchaſers: **And** to the Intent that any Purchaſer or Purchaſers of all or any Part of the Premiſſes which the ſaid Truſtees are herein before authorized to ſell, as aforeſaid, may ſecurely enjoy the ſaid Purchaſes, **It is hereby enacted,** That the Receipt or Receipts which ſhall be given by the Truſtees herein before nominated for the Sale of the ſaid Premiſſes herein before directed to be ſold, as aforeſaid, or the Survivor of them, or the Heirs or Aſſigns of ſuch Survivor, to the reſpective Purchaſers of the ſame Premiſſes, or of any Part thereof, for the Purchaſe Money which ſhall be actually paid for the ſame, or for any Part thereof, ſhall be a good and effectual Diſcharge both in Law and Equity to the reſpective

Truſts in the Will, who grant ſame to *J. H.* upon ſaid Truſts, ſubject to the Mortgages, Deaths, Marriages, *&c.*

The Perſons now living who are intereſted.

Mortgagee threatens to foreclоſe.

C. M. the Nephew is deſirous to make a Proviſion for his Daughters.

The Parties willing to join in the Sale.

Enacted that the Premiſſes ſhall ve veſted in Truſtees to be ſold.

Truſtees Receipts for Purchaſe Money, good to the Purchaſers.

Purchaſer and Purchaſers, ſo that neither ſuch Purchaſer or Purchaſers, their reſpective Heirs, &c. or the Premiſſes to be ſold, ſhall be liable or reſponſible for any Loſs or Miſapplication which ſhall or may at any Time hereafter be had or made of all or any Part of ſuch Purchaſe-Money; and as to the Money ariſing by and out of ſuch Sale or Sales, the ſame are hereby directed and appointed to be paid and applied by the ſaid Truſtees herein and hereby before nominated for the making of ſuch Sale or Sales, or the Survivor of them, or the Heirs or Aſſigns of ſuch Survivor, in Manner following; (that is to ſay) in the firſt Place, the ſaid Truſtees, out of the Money ariſing by the ſaid Sale or Sales, ſhall pay off and diſcharge the ſaid Mortgage Money, amounting to 4000 *l.* Principal Money, and all Arrears of Intereſt due, or which ſhall grow due for the ſame, unto the ſaid *W. E.* his Executors, &c. and in the next Place the ſaid Truſtees, or the Survivor of them, or the Heirs, &c. out of the Reſidue of the Money ariſing by the ſaid Sale or Sales, ſhall pay the Charge of obtaining this preſent *Act*, and ſhall pay the Surplus of the Monies (if any ſuch Surplus there ſhall be) unto the ſaid *C. M.* the Nephew, his Executors, &c. **And** to the Intent that the ſaid Power of the ſaid *C. M.* the Nephew, to make a Jointure not exceeding in the Whole 400 *l. per Ann.* unto or upon his preſent or any future Wife which he ſhall intermarry with, may be extinguiſhed, and in Lieu thereof, a leſs Part of the ſaid Fee-Farm Rents, and other the Premiſſes of the yearly Value of 300 *l.* may be ſo ſettled, that in caſe it ſhall happen that any Woman which is or ſhall be the Wife of the ſaid *C. M.* the Nephew, ſhall ſurvive him the ſaid *C. M.* that then, during the Life of ſuch ſurviving Wife, Part of the ſaid 300 *l. per Annum* may be in full of her Jointure and Dower, and out of the Reſidue thereof ſome Proviſion may be made for his ſaid two Daughters: **It is hereby further Enacted,** That all the Fee-Farm Rents, Tenths, Penſions and annual Payments herein after mentioned, (to wit) all that, &c. the ſame in the Whole amounting to the yearly Sum of 300 *l.* or thereabouts; and being Parcel of the ſaid Fee-Farm Rents, Tenths, Penſions and yearly Sums or Payments ſo granted and conveyed unto the ſaid *B. M.* and his Heirs, and ſo deviſed by the laſt Will of the ſaid *B. M.* as aforeſaid, ſhall be, and are hereby veſted in and to the Uſe of the ſaid *J. B.* and *R. C.* and their Heirs, from and after the Deceaſe of the ſaid *C. M.* the Nephew, during the Life of ſuch Woman as ſhall be the Wife of the ſaid *C. M.* the Nephew at the Time of his Deceaſe, in Truſt to permit any Woman that ſhall be the Wife of the ſaid *C. M.* the Nephew at the Time of his Deceaſe, to receive and enjoy ſo much of the ſaid Fee-Farm Rents, and other Rents, Penſions and yearly Payments laſt mentioned, not exceeding in the Whole 150 *l. per Annum* as ſhall be limited or appointed by the ſaid *C. M.* the Nephew, by any Deed or Writing under his Hand and Seal, atteſted by two or more credible Witneſſes, unto or in Truſt for ſuch Wife, as aforeſaid, either before or after his Intermarriage, for her Life, for or in Lieu, or in Nature of a Jointure, and in Bar of Dower; and to permit and ſuffer the ſaid two Daughters of the ſaid *C. M.* the Nephew, (to wit) the ſaid *M.* and *C. M.* and the Survivor of them, to take and receive to her and their own Uſe the Reſidue and Remainder of the ſaid laſt mentioned Fee-Farm Rents, Rents, Penſions and annual Sums, not limited in Jointure by the ſaid *C. M.* the Nephew, for and during the natural Life of ſuch Woman as ſhall be the Wife of the ſaid *C. M.* the Nephew at the Time of his Deceaſe, for and towards the Maintenance and Proviſion of his ſaid Daughters the ſaid *M.* and *C. M.* and the Survivor of them: **Provided,** That in caſe the ſaid *M.* and *C. M.* ſhall both die during the Life of ſuch Woman who ſhall be the Wife of the ſaid *C. M.* the Nephew at the Time of his Deceaſe, that then the ſaid *J. B.* and *R. C.* and their Heirs ſhall permit ſuch Perſon and Perſons, his, her or their Executors, &c. as the ſaid *C. M.* ſhall appoint, in Manner as aforeſaid, and in Default of ſuch Appointment, ſuch Wife of the ſaid *C. M.* to receive the ſaid Reſidue of the ſaid laſt mentioned Premiſſes not limited in Jointure as aforeſaid: **Provided alſo, and it is hereby further enacted,** That the ſaid Power in and by the ſaid Will of the ſaid *B. M.* given to the ſaid *C. M.* the Nephew to make a Jointure, as aforeſaid, be hereby extinguiſhed, and that he the ſaid *C. M.* be diſabled from making any other or larger Jointure, than herein before is mentioned, unto his preſent or future Wife; and any Jointure by him already made upon the ſaid *J.* his now Wife, (if any ſuch there be) is hereby enacted to be void and of no Effect: **Provided likewiſe, and it is hereby further enacted,** That it ſhall and may be lawful to and for the ſaid *C. M.* the Son, before or after his Marriage, in caſe he ſhall come into the actual Poſſeſſion or Receipt of the ſaid Fee-Farm Rents, Tenths, Penſions, and yearly Payments, remaining unſold, and not hereby appointed, as aforeſaid, or any Part thereof, by Virtue of the Limitations aforeſaid, to make a Jointure of any Part thereof unto any Woman or Women which he has or ſhall hereafter intermarry with, for her Life, and in Lieu and Bar of Dower, in ſuch Manner as in the ſaid Will is directed: **Provided always, and it is hereby enacted,** That ſuch Jointure, ſo by him the ſaid *C. M.* the Son to be made, ſhall not exceed in the whole the yearly Sum of 300 *l.* any thing in the ſaid Will to the contrary notwithſtanding: **Provided further, and it is hereby alſo further enacted,** That the ſaid Annuity or yearly Sum of 200 *l. per Annum*, ſo deviſed and appointed by the laſt Will of

The Money ariſing by the Sale, to pay off the Mortgage,

and the Charge of this Act; the Surplus to *C. M.* the Nephew.

The Fee-Farm Rents, &c. in, &c. amounting to 300 *l. per Ann.* veſted in Truſtees, to permit *C. M.* the Nephew's Wife (if ſhe marries) after his Deceaſe, to receive 150 *l. per Ann.* and his two Daughters to receive the Reſidue.

Proviſo in caſe of Daughters Death.

C. M. the Nephew's Power to make a Jointure extinguiſhed.

Power for *C. M.* the Son to make a Jointure.

Proviſo, that the 200 *l. per Ann.* deviſed to *C. M.* the Son, and 50 *l.*

of the ſaid *B. M.* unto him the ſaid *C. M.* the Son, for his Life, as aforeſaid, and likewiſe the ſaid Annuity or yearly Sum of 50 *l. per Annum*, ſo deviſed to the ſaid *D. B.* for her Life, as aforeſaid, ſhall be reſpectively charged upon, and iſſuing and going out of the Reſt and Reſidue of the ſaid Fee-Farm Rents, Tenths and Premiſſes ſo given and deviſed by the ſaid Will of the ſaid *B. M.* as aforeſaid, not hereby veſted in Truſtees to be ſold, as aforeſaid, and ſhall be reſpectively payable at the ſame Days and Times, and in like Manner, and with the like Remedies for Recovery of the ſame reſpectively, out of the ſaid Reſt and Reſidue of the ſaid Fee-Farm Rents, Tenths, and Premiſſes, as the ſame would have been, in caſe this Act had never been made: **Provided always, and it is further enacted,** &c. That the ſaid *J. B.* and *R. C.* and every of them, their ſeveral Heirs, *&c.* ſhall and may in the firſt Place deduct, *&c.* in Relation to the Truſts hereby in them repoſed, or any of them, out of the ſaid Fee-Farm Rents, and other Rents or yearly Sums, or any Part thereof, until Sale, or out of the Monies ariſing by the ſaid Sale or Sales, or out of their reſpective Truſt-Monies, or any Part thereof; and that they the ſaid ſeveral and reſpective Truſtees, their ſeveral Heirs, *&c.* are to be and ſhall be chargeable only, for their wilful Defaults reſpectively, and not, *&c.* in the Receipt, Keeping, or Managing of any Monies to be raiſed and diſpoſed of, as aforeſaid, according to the Purport of this Act; and that none of the Truſtees, their reſpective Heirs, *&c.* ſhall be liable or reſponſible for any Failure or Miſcarriage, that without their wilful Default or Neglect may happen of any Security or Securities, Banker or Bankers, upon which or with whom the Truſt-Money, or any Part thereof, ſhall at any Time hereafter happen to be placed or put out: **Saving always** to the King, *&c.* and alſo ſaving unto the ſaid *W. E.* and his Truſtees, in reſpect of his ſaid Mortgages or Securities for the ſaid 4000 *l.* and Intereſt, and all and every other Perſon and Perſons, their Heirs, Executors and Adminiſtrators, other than and except the ſaid *C. M.* the Nephew, and *J.* his Wife, and *C. M.* the Son, *D. B.* and *J. H.* and their reſpective Iſſues, Heirs, *&c.* and the Heirs of the ſaid *B. M.* and all Perſons claiming, or which ſhall claim any-wiſe in Truſt for them, or any of them, all ſuch Right, *&c.*

per Ann. to *D. B.* ſhall be charged on the Reſidue of the Fee Farm Rents.

Truſtees to deduct Expences, *&c.*

Saving, *&c.*

An Act for Sale of the Eſtate of H. *late Lord* C. *in the County of* O. *and for laying out the Money ariſing by ſuch Sale in the Purchaſe of another Eſtate in or near the County of* W. *to be ſettled to the like Uſes.*

Whereas the Right Honourable *H.* late Lord *C.* deceaſed, by his laſt Will and Teſtament in Writing, duly executed, bearing Date, *&c.* did among other Things deviſe all his Manors, *&c.* which he had purchaſed in *W.* and *O.* to his Nephew the Duke of *Q.* and *D.* for his Life, without Impeachment of Waſte, Remainder to the Honourable *R. B.* Eſq; and *T. S.* Eſq; both ſince deceaſed, and their Heirs, during the Life of the ſaid Duke of *Q.* and *D.* **In Truſt** to preſerve the contingent Eſtates therein deviſed, with Remainder to *C.* Ducheſs of *Q.* and *D.* for her Life; Remainder to the Firſt and other Sons of the ſaid Duke of *Q.* and *D.* ſucceſſively in Tail Male; Remainder to his the ſaid Teſtator's Nephew, the Lord *G. D.* (ſince deceaſed without Iſſue) for his Life, without Impeachment of Waſte; Remainder to the ſame Truſtees and their Heirs, during the Life of the ſaid Lord *G. D.* **In Truſt** to preſerve the contingent Eſtates therein deviſed; Remainder to the firſt and other Sons of the ſaid Lord *G. D.* ſucceſſively in Tail Male; Remainder to his the ſaid Teſtator's Nephew, the Right Honourable *R.* Earl of *B.* for his Life, without Impeachment of Waſte; Remainder to the ſame Truſtees and their Heirs, to preſerve the contingent Eſtates thereby deviſed; Remainder to the firſt and other Sons of the ſaid Earl of *B.* in Tail Male ſucceſſively; Remainder to the Right Honourable *H.* Earl of *R.* now Earl of *C.* and *R.* for his Life, without Impeachment of Waſte; Remainder to the ſame Truſtees and their Heirs, to preſerve the contingent Eſtates therein deviſed; Remainder to the firſt and other Sons of the ſaid Earl of *R.* ſucceſſively in Tail Male; Remainder to the right Heirs of the ſaid Lord *C.* as by the ſaid Will, Relation, *&c.* **And whereas** the ſaid *H.* Lord *C.* ſoon after died, without revoking the ſaid Will, after whoſe Death the ſaid Duke of *Q.* and *D.* entered upon the ſaid Premiſſes, ſo deviſed to him for Life, as aforeſaid: **And whereas** the ſaid Eſtate in *O.* is of the yearly Value of 545 *l.* or thereabouts, beſides the Manſion-Houſe, *&c.* and beſides ſome Timber growing upon the ſaid Eſtate of the Value of 1000 *l.* or thereabouts; and lies at a great Diſtance from the ſaid Eſtate in *W.* which is of the yearly Value of 1500 *l.* or thereabouts: **And whereas** by certain Articles of Agreement indented, bearing Date, *&c.* made between *P. H.* of *L. A.* in the County of *W.* Clerk, of the one Part, and *T. G.* of *L. W.* in the County of *S.* Gent. (on the Behalf of the ſaid *C.* Duke of *Q.* and *D.*) of the other Part, in Conſideration of 50 *l.* paid to the ſaid *P. H.* and of the further Sum of 1200 *l.* to

Recital of late Lord *C.*'s Will, whereby ſeveral Manors, *&c.* in *W.* and *O.* are deviſed to the Duke of *Q.* and *D.* for Life, Remainder in Truſt to preſerve contingent Eſtates with further Limitations.

Lord *C.*'s Death, Duke of *Q.* and *D.*'s Entry. Value of the Eſtates.

Agreement for the Purchaſe of other Lands in *W.*

to be paid to him by the ſaid Duke of *Q.* in Manner therein mentioned, He the ſaid *P. H.* hath covenanted and agreed to grant and convey to the ſaid Duke of *Q.* his Heirs and Aſſigns, a good, free, abſolute and indefeaſible Eſtate of Inheritance in Fee-ſimple, of, in and to all thoſe the Manors, or reputed Manors, called *D.* and *S.* lying and being in *L. A.* and *G. A.* in the ſaid County of *W.* and all Meſſuages, *&c.* thereto belonging; and of, in and to all that Capital Meſſuage, *&c.* in *L. A.* aforeſaid, in the Occupation, *&c.* and of, in and to all that, *&c.* freed and diſcharged of all Mortgages and other Incumbrances whatſoever, except a Quit-Rent of 3 *l.* a Year, payable to the Crown out of Part of the Premiſſes; and 26 *l.* a Year, payable to the ſaid Duke as Lord of the Hundred of *A.* and except ſuch Leaſes and Copies as were then granted and ſubſiſting within the ſaid Manors: **And whereas** the ſaid Manors, or reputed Manors of *D.* and *S.* are of the yearly Value of 444 *l.* and lie contiguous to and are intermixed with Part of the ſaid Eſtate in *W.* ſo deviſed by the ſaid Lord *C.* as aforeſaid; and the ſaid *C.* Duke of *Q.* and *D.* hath Iſſue Male two Sons, *viz. H. D.* commonly called Lord *D.* his eldeſt Son, and *C.* commoly called Lord *C. D.* both Infants under the Age of 21 Years; and is deſirous to ſell all the ſaid Manors, *&c.* in *O.* and out of the Money ariſing by Sale thereof, to lay out the Sum of 12000 *l.* for the Purchaſe of the ſaid Manors and Premiſſes of the ſaid *P. H.* to be ſettled to the ſame Uſes as the ſaid Eſtate in *O.* is now ſettled or limited by the ſaid Will of the ſaid Lord *C.* and alſo to lay out all the Reſidue of the Money that ſhall ariſe by the Sale of the ſaid *O.* Eſtate in the Purchaſe of other Meſſuages, *&c.* in or near the ſaid County of *W.* as ſoon as ſuch Purchaſe can be had, to be ſettled to the ſame Uſes, if an Act of Parliament can be obtained for that Purpoſe: **May it therefore please your moſt Excellent Majeſty,** upon the humble Petition of the ſaid *C.* Duke of *Q.* and *D.* and of *C.* Ducheſs of *Q.* and *D.* his Wife, and by and with the Conſent of the ſaid *R.* Earl of *B. H.* Earl of *C.* and *R.* and of *H. H.* Eſq; commonly called Lord Viſcount *C.* only Son and Heir Apparent of the ſaid Earl of *C.* and *R.* that it may be enacted, **And be it enacted** by, *&c.* That all that the Manor or Lordſhip of *M.* with the Rights, *&c.* lying and being in the County of *O.* and all other the Meſſuages, *&c.* late of *H.* Lord *C.* deceaſed, in the ſaid County of *O.* and which were deviſed by the ſaid Lord *C.* as aforeſaid, ſhall, from and after the ——— Day of, *&c.* be veſted in, and the ſame are hereby veſted in the Right Honourable *J.* Lord *G.* and the Right Honourable *A.* Lord *B.* their Heirs and Aſſigns, for the Uſe of them the ſaid *J.* Lord *G.* and *A.* Lord *B.* their Heirs and Aſſigns; freed and abſolutely diſcharged of and from all and every the Uſes, Truſts, Eſtates, Limitations, Proviſoes and Agreements, limited, declared and mentioned of and concerning the ſame, in and by the ſaid recited Will of the ſaid *H.* Lord *C.* **Upon Truſt** nevertheleſs that they the ſaid *J.* Lord *G.* and *A.* Lord *B.* or the Survivor of them, or the Heirs of ſuch Survivor, do and ſhall abſolutely ſell and diſpoſe thereof; and they are hereby fully and effectually enabled and impowered, abſolutely to ſell and diſpoſe thereof, intirely, or in Parcels, unto any Perſon or Perſons that ſhall be willing to purchaſe the ſame, or any Part thereof, for the moſt Money, and beſt Price and Prices that can be had or gotten for the ſame: **And upon this further Truſt,** that they the ſaid *J.* Lord *G.* and *A.* Lord *B.* and the Survivor of them, the Executors, *&c.* do and ſhall permit and ſuffer the clear Rents, Iſſues and Profits of the ſaid Manor and Premiſſes ſo veſted in them, to be ſold as aforeſaid, until ſuch Sale ſhall be thereof made as aforeſaid, to be had, received and taken, by ſuch Perſon and Perſons as ſhall be intitled thereto under the ſaid Will of the ſaid Lord *C.* **And upon this further Truſt,** that they the ſaid *J.* Lord *G.* and *A.* Lord *B.* and the Survivor of them, and the Heirs of ſuch Survivor, ſhall and do apply and diſpoſe of the Money ariſing by ſuch Sale, in Manner and for the Purpoſes following, that is to ſay, That they the ſaid *J.* Lord *G.* and *A.* Lord *B.* and the Survivor of them, and the Heirs, *&c.* by and with the Conſent and Approbation of the ſaid *C.* Duke of *Q.* and *D. C.* Ducheſs of *Q.* and *D.* and *R.* Earl of *B.* or of the Survivors or Survivor of them, if living, do and ſhall lay out the Sum of 12000 *l.* in the Purchaſe of all thoſe Manors, *&c.* of the ſaid *P. H.* with the Appurtenances ſituate, *&c.* in the ſaid County of *W.* if a good Title can be made thereto, to the Satisfaction of the ſaid *C.* Duke of *Q.* and *D. C.* Ducheſs of *Q.* and *D.* and *R.* Earl of *B.* or the Survivors or Survivor of them; to be ſettled and conveyed to and for the ſame Uſes, Truſts, Intents and Purpoſes, as the ſaid Eſtate in *O.* is, by the ſaid Will of the ſaid *H.* Lord *C.* limited and appointed: **And alſo upon this further Truſt,** that they the ſaid *J.* Lord *G.* and *A.* Lord *B.* and the Survivor of them, and the Heirs of ſuch Survivor, as ſoon as conveniently may be (by and with ſuch Conſent and Approbation as aforeſaid) do and ſhall lay out, apply and diſpoſe of the Reſidue and Remainder of the Money ariſing by ſuch Sale or Sales as aforeſaid, after Payment of the ſaid 12000 *l.* as before mentioned, or the whole Money, if the ſaid 12000 *l.* ſhall not be laid out in the Purchaſe of the ſaid Eſtate of the ſaid *P. H.* as aforeſaid, in one or more Purchaſe or Purchaſes of an Eſtate or Eſtates in Fee-ſimple in Poſſeſſion, in Lands, *&c.* in or near the County of *W.* to be ſettled, limited and aſſured, to, for, and upon ſuch Uſes, *&c.* as the

The yearly Value and Situation thereof.

Deſire to ſell the Lands in *O.* to make the ſaid Purchaſe of the Lands in *W.* to be ſettled to the ſame Uſes as the ſaid Lands in *O.* now are.

Enacted, That the Eſtates in *O.* ſhall be veſted in Truſtees, free from Uſes, *&c.* to ſell.

In the mean Time the Profits to be received, *&c.* as by the Will is directed.

12000*l.* of the Money ariſing by ſuch Sale to be applied in ſuch Purchaſe.

Redſiue in other Purchaſes of Lands in *W.*

ſaid Eſtate in *O.* is, by the Will of the ſaid Lord *C.* limited and appointed: **And it is hereby further declared and enacted** by the Authority aforeſaid, That from and after the Sale and Conveyance of the ſaid Manor and Premiſſes in *O.* until ſuch Purchaſes ſhall be had, as aforeſaid, the ſaid *J.* Lord *G.* and *A.* Lord *B.* and the Survivor of them, and the Heirs of ſuch Survivor, do and ſhall place out the Monies ariſing by ſuch Sale at Intereſt, upon Government or other Securities, by and with the Conſent of the ſaid *C.* Duke of *Q.* and *D.* or ſuch Perſon or Perſons, who would be then intitled to the Poſſeſſion of the ſaid Premiſſes, under the Will of the ſaid Lord *C.* or of the Guardian or Guardians of ſuch Perſon, if a Minor; and alſo from Time to Time (with the like Approbation and Conſent) to call in the principal Money ſo to be placed out, and to place out the ſame again at Intereſt, upon new or other Securities, and that the Intereſt and Produce attending the Money ſo to be placed out, from Time to Time, as the ſame ſhall be received, ſhall be paid to ſuch Perſon and Perſons reſpectively, as and to whom the Rents and Profits of the ſaid Lands and Tenements ſo to be purchaſed, if purchaſed and ſettled as aforeſaid, would for the Time being belong or appertain by Virtue of the Truſts aforeſaid: **And be it further enacted** by the Authority aforeſaid, That the Payment of the Purchaſe-Money for the ſaid Premiſſes hereby veſted in the ſaid *J.* Lord *G.* and *A.* Lord *B.* to them, or the Survivor of them, or the Heirs of ſuch Survivor, and his or their Receipt or Receipts for the ſame, or for ſuch Part thereof as ſhall be ſo paid to him or them reſpectively, ſhall be a full and abſolute Diſcharge both in Law and Equity, to ſuch Purchaſors or Purchaſor, or to ſuch Perſon or Perſons, as ſuch Purchaſor or Purchaſors ſhall direct and appoint the ſaid Premiſſes to be conveyed unto for ſuch Purchaſe-Money, or for ſo much thereof as ſhall be expreſſed in ſuch Receipt or Receipts, as aforeſaid; and that ſuch Purchaſor or Purchaſors, or his, her or their Heirs, or ſuch Perſon or Perſons, to whom the ſame ſhall be granted and conveyed, his or their Heirs, ſhall not be obliged to ſee the Application of the ſaid Purchaſe-Money, or be any ways affected with the Miſapplication of the ſame: **Provided always, and it is hereby further declared and enacted** by the Authority aforeſaid, That the Perſon or Perſons, who ſhall ſell any Meſſuages, *&c.* to the ſaid *J.* Lord *G.* and *A.* Lord *B.* or the Survivor of them, or to the Heirs, *&c.* of ſuch Survivor, to be ſettled, as afore-mentioned, ſhall not be concerned or obliged to ſee the ſame ſettled, purſuant to the Directions of this Act: **Provided always, and it is hereby further enacted,** That the ſaid *J.* Lord *G.* and *A.* Lord *B.* or the Survivor of them, or the Heirs, *&c.* of ſuch Survivor, ſhall not be charged or chargeable the one of them for the Receipt, Act or Deed of the other, but for his own ſeveral and reſpective Acts and Deeds only, and not for any more further or other Sum or Sums of Money, for or in reſpect of the Premiſſes, than ſhall actually come to their reſpective Hands, and not for any Loſs or Miſcarriage that ſhall or may happen therein, or in the Execution of the ſaid Truſt, or relating thereto, without their own wilful Default, or in depoſiting Money for ſafe Cuſtody, with ſuch Intent and Approbation, as aforeſaid; and that it ſhall and may be lawful for the ſaid *J.* Lord *G.* and *A.* Lord *B.* and the Survivor of them, and the Heirs of ſuch Survivor, out of the Rents and Profits of the Premiſſes hereby veſted in them, in Truſt to be ſold, or out of the Money ariſing by Sale thereof, to retain and reimburſe themſelves all ſuch Coſts, Charges, Damages and Expences, as they reſpectively ſhall or may ſuſtain, or be put unto, in and about the Execution of the Truſts hereby in them repoſed: **Saving** always to the King's moſt excellent Majeſty, his Heirs and Succeſſors, and to the ſeveral Leſſees and Tenants of any Part of the Eſtates hereby veſted or appointed to be ſold, as aforeſaid (for or in reſpect of their ſeveral Leaſes and Intereſts only) and to all Bodies Politick and Corporate, and to their reſpective Succeſſors, and to all and every other Perſon and Perſons, his, her and their Heirs, *&c.* (other than and except the ſaid *C.* Duke of *Q.* and *D.* the ſaid *C.* Ducheſs of *Q.* and *D.* and the Heirs Male of their Bodies, and the ſaid *R.* Earl of *B.* *H.* Earl of *C.* and *R.* and *H. H.* commonly called Lord Viſcount *C.* and all and every other Perſon and Perſons, claiming any Right, Title or Intereſt in the ſaid Premiſſes in *O.* under the ſaid Will of the ſaid Lord *C.*) all ſuch Eſtate, Right, Title, Intereſt, Claim and Demand, as they, or any, or either of them had, or ought to have, out of, in, or to, the ſaid Premiſſes in *O.* or any Part thereof, in caſe this preſent Act had not been made.

After Sale of Lands in *O.* till ſuch Purchaſes the Money to be put out at Intereſt.

Payment of the Purchaſe-Money of the Premiſſes veſted in the Truſtees, and their Receipts ſhall be good Diſcharges to Purchaſors, *&c.*

Provided that the Sellers of Lands to ſuch Truſtees not to be obliged to ſee the ſame ſettled purſuant to this Act.

Truſtees not to be chargeable for each other.

To be reimburſed their Expences.

Saving to the King and all others, except, *&c.* their Rights, *&c.*

An Act for veſting the Barony of W. *and Manors of* W. *and* L. *and ſeveral Lands and Tenements in the County of* S. *and the Manors of* D. *and* B. *and Lands thereto belonging, in the County of* L. *and the Manor of* F. *and ſeveral Lands and Tenements in the County of* B. *late the Eſtate of* G. *late Lord* J. *deceaſed, in Truſtees, to be ſold for Payment of Debts and Portions, and other Purpoſes therein mentioned.*

Recital of *G.* Lord *J.*'s Settlement to Uſes.

WHereas the Right Honourable *G.* late Lord *J.* Baron of *W.* and late Lord High Chancellor of *England*, by his Indentures of Leaſe and Releaſe, bearing Date, *&c.* did convey and ſettle *All* that the Barony of *W.* in the County of *S.* and all thoſe the Manors and Lordſhips of *W.* and *L.* with the Rights, Members and Appurtenances thereof, in the ſaid County of *S.* and alſo all thoſe the Manors and Lordſhips of *D.* and *B.* with the Rights, Members and Appurtenances thereof, in the County of *L.* and all that capital Meſſuage, *&c.* in the ſaid County of *L.* and alſo all that, *&c.* in the County of *B.* and all other the Manors, *&c.* of him the ſaid *G.* Lord *J.* in the Counties of *S. L.* and *B.* and every of them, with their and every of their Appurtenances, unto and upon the Right Reverend Father in God *T.* late Lord Biſhop of *P.* and Sir *T. B.* Knt. and their Heirs, to the Uſes, Intents and Purpoſes therein after mentioned, (*viz.*) to the Uſe of the ſaid *G.* Lord *J.* for his Life; and from and after his Deceaſe, then as to all thoſe the Manors, *&c.* in the ſaid County of *B.* to the Uſe of *A.* Lady *J.* then Wife of the ſaid *G.* Lord *J.* for her Life for her Jointure; and from and after her Deceaſe, the Reſidue and Remainder thereof, and as to the Reſidue, *&c.* of all thoſe the Baronies, *&c.* in the ſaid County of *S.* and alſo all that the Manor of *B.* aforeſaid, with the Rights, *&c.* in the ſaid County of *L.* and alſo all that, *&c.* immediately after the Death of the ſaid *G.* Lord *J.* to the Uſe of Sir *R. C.* Knt. *J. J.* Doctor in Divinity, *H. P.* Eſq; *T. C.* Merchant, and *E. J.* Eſq; their Executors, *&c.* for the Term of Ninety-nine Years, upon the Truſts therein and herein after-mentioned. And as to the Freehold and Inheritance of all the ſaid Premiſſes compriſed in the ſaid Term for Ninety-nine Years, to the Uſe of the ſaid Lord Biſhop of *P.* and Sir *T. B.* and their Heirs, during the Life of the ſaid *G.* Lord *J.* upon Truſt to ſupport the contingent Uſes therein after limited; and from and after his Deceaſe, to the Uſe of the firſt and every other Son of the ſaid *G.* Lord *J.* on the Body of the ſaid Lady *J.* begotten or to be begotten, ſeverally and ſucceſſively in Tail Male; and for Default of ſuch Iſſue, then to the Uſe of *J. J.* Eſq; (afterwards *J.* Lord *J.*) eldeſt Son of the ſaid *G.* Lord *J.* for his Life, and with ſuch further Powers and Authorities as are therein after mentioned; the Remainder to the Uſe of the ſaid Lord Biſhop and Sir *T. B.* and their Heirs, during the Life of the ſaid *J. J.* (afterwards Lord *J.*) in Truſt to preſerve contingent Remainders; and from and after his Deceaſe, to the Uſe of his firſt and every other Son in Tail Male ſucceſſively; and for Default of ſuch Iſſue, the Remainder to the Uſe of *S. M. C.* and *A. J.* and all and every other Daughter and Daughters of the ſaid *G.* Lord *J.* thereafter to be born, and the Heirs of their Bodies reſpectively; and for Default of ſuch Iſſue, the Remainder to the Uſe of the Heirs of the Body of the ſaid *G.* Lord *J.* Remainder to the right Heirs of him the ſaid *G.* Lord *J.* for ever; and as to the Reſidue and Remainder of all that, *&c.* in the ſaid County of *L.* and all the Reſt and Reſidue of the Premiſſes, whereof no Uſe of the Inheritance is therein before declared, from and after the Deceaſe of the ſaid *G.* late Lord *J.* to the Uſe of the ſaid Sir *R. C.* Dr. *J. J. H. P. T. C.* and *E. J.* their Executors, *&c.* for the Term of 500 Years, in Truſt as therein and herein after is mentioned; the Remainder thereof to the Uſe of the ſaid *J. J.* (afterwards Lord *J.*) for his Life, and with ſuch Powers and Authorities as are therein after mentioned; with Remainder thereof to the Uſe of the ſaid Lord Biſhop of *P.* and Sir *T. B.* and their Heirs, during the Life of the ſaid *J.* Lord *J.* in Truſt to preſerve the contingent Remainders; and from and after his Deceaſe, to the Uſe of his firſt and every other Son and Sons in Tail Male ſucceſſively; and for want of ſuch Iſſue, to the Uſe of the ſecond and every other Son of the ſaid *G.* Lord *J.* in Tail Male ſucceſſively; the Remainder to the Uſe of the right Heirs of the ſaid *G.* Lord *J.* for ever, with a Proviſo or Power therein contained to and for the ſaid *J.* Lord *J.* at any Time during his Life, by any Deed or Writing under his Hand and Seal, attеſted by three or more credible Witneſſes, to limit or appoint all or any Part of the ſaid Manor

Manor of *D.* and Premiſſes therein before limited to him, after he ſhould come to be ſeiſed of the Freehold thereof, for a Jointure to any Wife he then had or thereafter ſhould happen to have, to take Effect in Poſſeſſion from and after the Death of him the ſaid *J.* Lord *J.* and to have Continuance during the Life of ſuch Wife, and no longer; ſo as always the ſaid Eſtate to have been made for a Jointure were not hurtful or prejudicial to the Truſt and Proviſions intended out of the ſaid Term of 500 Years, limited in Truſt as aforeſaid; and as to the ſaid Term of Ninety-nine Years, it is thereby declared, that the ſame ſhould be ſubject to certain yearly Payments, to the Heir Male of the ſaid *G.* Lord *J.* by the ſaid Lady *J.* till his attaining the Age of One and twenty Years; and likewiſe on Failure of ſuch Heir Male, that the ſame ſhould be in Truſt for the raiſing and paying ſuch Maintenance and Portions to the Daughters of the ſaid *G.* Lord *J.* in ſuch Manner as the ſaid *G.* Lord *J.* by his laſt Will and Teſtament in Writing, or any other Writing, ſhould direct and appoint. And as to the ſaid Term of 500 Years limited as aforeſaid to the ſaid Sir *R. C.* Dr. *J. J. H. P. T. C.* and *E. J.* their Executors, *&c.* the ſame was ſo limited unto them, upon Truſt, and to and for ſuch Uſes, Ends, Intents and Purpoſes, as the ſaid *G.* Lord *J.* by his laſt Will and Teſtament, or by any other Writing ſhould limit, appoint and direct; and after the ſame performed, or in Default of ſuch Direction, then in Truſt to attend the Freehold and Inheritance thereof, with a Power to the ſaid *G.* Lord *J.* by his laſt Will and Teſtament, Deed or Writing, under his Hand and Seal, to revoke or alter all or any the Uſes therein declared, other than the Uſe thereby limited to the ſaid Lady *J.* for her Life for her Jointure, which was of an Eſtate therein mentioned to be in the County of *B.* and to declare and limit any new Uſe and Uſes at his Will and Pleaſure: **And whereas** by a Deed Poll, bearing Date, *&c.* the ſaid *G.* Lord *J.* in Purſuance of the Power ſo to him reſerved, in and by the ſaid Settlement, did give and appoint to every of his Daughters then unmarried, and to every other Daughter that thereafter ſhould be born unto him, 3000 *l.* a-piece, to be paid to every of them, at her Day of Marriage or Age of 21 Years, which ſhould firſt happen; and until ſuch Time of Payment, the Sum of 60 *l. per Annum* to every of them reſpectively for their Maintenance, by quarterly Payments; and did thereby further limit and appoint his ſaid Truſtees, out of the Profits of his Term of 500 Years, to raiſe and pay unto his eldeſt Son, the ſaid *J.* Lord *J.* 150 *l. per Annum*, for his Maintenance by quarterly Payments; and the Reſidue of the Profits to go and be applied in the next Place to pay the afore-mentioned Portions and Maintenances, ſuch and ſo much thereof as the Iſſues and Profits for Payment thereof firſt above mentioned, or other Proviſion ſhould not amount unto; and afterwards to pay all ſuch his Debts as his Perſonal Eſtate, or other Proviſion by him made or to be made ſhould fall ſhort to pay, if any ſuch Debts there ſhould be; and to make Leaſes, Mortgages or Sales, to and for the Purpoſes aforeſaid: **And whereas** *A. J.* youngeſt Daughter of the ſaid *G.* Lord *J.* ſoon after dying an Infant, having been never married; the ſaid *G.* Lord *J.* by one other Deed Poll, bearing Date, *&c.* purſuant to his Power to him reſerved, thereby reciting that he had, by the ſaid Indentures of Leaſe and Releaſe, bearing Date, *&c.* conveyed unto the ſaid Lord Biſhop of *P.* and Sir *T. B.* all his Manors, *&c.* in the Counties of *B. S.* and *L.* to the Uſes, Intents and Purpoſes therein expreſſed, and particularly after ſeveral other Uſes therein declared, limited the Remainder of all his Manors, Lands and Hereditaments, to the Uſe of his ſaid Daughters *S. M. C.* and *A. J.* and the Heirs of their Bodies; the Remainder to the Uſe of the Heirs of his own Body, with Remainder to the Uſe of his own right Heirs. And alſo reciting his Power of Revocation of the ſaid Uſes, the ſaid *G.* Lord *J.* did thereby, in Purſuance of his ſaid Power, revoke the Uſes limited to his ſame Daughters, and the Remainders limited thereupon; and did thereby declare, that his ſaid Truſtees and their Heirs ſhould ſtand ſeiſed of all his ſaid Manors, *&c.* after the Determination of the Uſes and Eſtates in the ſaid Settlement expreſſed, and not by the ſaid Deed Poll revoked, to the Uſe of his Daughters, *M.* Wife of *W. S.* Eſq; *S. M.* and *C. J.* and every other of his Daughters that ſhould thereafter be born, and to the Heirs of their Bodies reſpectively; with Remainder to the Heirs of his own Body, with Remainder to his own right Heirs, with a Power therein reſerved, to the ſaid *G.* Lord *J.* to revoke and alter thoſe Uſes: **And whereas** the ſaid *G.* late Lord *J.* by his Indenture, bearing Date, *&c.* did mortgage for the Term of 1000 Years unto *J. J.* Eſq; now Sir *J. J.* Knt. all his ſaid Manors, *&c.* in the ſaid County of *L.* for ſecuring the Payment of the Principal Sum of 10000 *l.* and Intereſt for the ſame, unto the ſaid Sir *J. J.* in Manner therein mentioned: **And whereas** the ſaid *G.* Lord *J.* did die in or about, *&c.* leaving Iſſue only the ſaid *J.* Lord *J.* his only Son, and four Daughters, *viz.* the ſaid *M. S. N.* and *C.*

G. Lord *J.*'s Appointment, purſuant to a Power reſerved in ſaid Settlement, of Daughters Portions,

and for Payment of Debts, making Leaſes, Mortgages and Sales.

Death of youngeſt Daughter.

Declaration that Truſtees ſhould ſtand ſeiſed of Premiſſes after the Determination of the Uſes in the Settlement, and not ſince revoked, to the Uſe of the other Daughters, their Heirs, *&c.*

Mortgage of Lands in *L.* *G.* Lord *J.*'s Death.

His Iſſue.

J. Lord *J.* the Son's Marriage with Lady *C. H.*

Conveyance of her Eſtate in Truſt for raiſing 20000 *l.* for her Portion to be applied to clear the Jointure ſettled on her of the Premiſſes in *L.* and *S.* and to pay off Sir *J. J.*'s Mortgage and the Portions of *G.* Lord *J.*'s Daughters.

Mortgage Deed, *&c.* to be aſſigned to protect the Jointure, *&c.*

In Conſideration whereof *J.* Lord *J.* appoints to Lady *C.* his Wife, the Barony of *W.* *&c.* for her Jointure.

Both convey all the ſaid Barony, *&c.* in *S.* to the Uſe of ſaid *J.* Lord *J.* for Life; Remainder to Truſtees for Lady's *C.*'s Life, in Truſt for his Heirs.

J. Lord *J.*'s Death without any Diſpoſition of the Premiſſes in *S.* or the ſaid 20000 *l.* *&c.* and without Iſſue Male, leaving one Daughter.

His Debts.

Death of youngeſt Daughter of *G.* Lord *J.* *M. J.* of Age and married with *C. D.* Eſq;

G. Lord *J.*'s Settlement, as to Part of Premiſſe, ineffectual.

And whereas the ſaid *J.* Lord *J.* did intermarry with the Right Honourable the Lady *C. H.* ſole Daughter and Heireſs of *P.* late Earl of *P.* and *M.* deceaſed: **And whereas** by Indentures of Leaſe and Releaſe, Dated the 27th and 28th, *&c.* and by ſeveral Fines *ſur Conuſance*, *&c.* levied by the ſaid *J.* Lord *J.* and the Lady *C.* his then Wife, the ſaid *J.* Lord *J.* and the Lady *C.* his Wife, did convey to the Right Honourable *W. H.* Eſq; commonly called the Lord *M.* and the Right Honourable Sir *J. T.* Kt. Maſter of the Rolls, and their Heirs, all her Caſtles, Manors and Hereditaments, in the Counties of *M. W.* and *G.* in Truſt (among other Things) for the Raiſing of the Sum of 20000 *l.* as and for the Portion of the ſaid Lady *C.* to be applied to clear the Jointure then ſettled or agreed to be ſettled upon the ſaid Lady *C.* of the ſaid Manors and Premiſſes in the ſaid Counties of *L.* and *S.* and to pay off the ſaid Sir *J. J.*'s Mortgage, and the Portions and Maintenance Money, to the Daughters of the ſaid *G.* Lord *J.* wherewith the ſaid Jointure-Lands of the ſaid Lady *C.* was chargeable; and after the ſaid Mortgage, Portions and Maintenance Money ſhould be reſpectively paid off, as aforeſaid; then the ſaid Mortgage and Securities for the ſaid Portions and Maintenances ſhould be aſſigned over, in Truſt for the ſaid *J.* Lord *J.* for his Life, and afterwards in Truſt for the ſaid Lady *C. J.* for her Life, to protect her ſaid Jointure; and afterwards in Truſt for the Iſſue Male of the ſaid *J.* Lord *J.* by the ſaid Lady *C.* his Wife; and for Want of ſuch Iſſue Male, then in Truſt for ſuch Perſons and in ſuch Manner as the ſaid *J.* Lord *J.* by Writing or Will ſhould appoint; and for want of ſuch Appointment, then in Truſt for the ſaid *J.* Lord *J.* his Executors, Adminiſtrators and Aſſigns; and upon further Truſt, in the ſaid Indenture of the ſaid, *&c.* contained, for the Raiſing of the further Sum of 1000 *l.* out of the ſaid Lady *C.*'s Eſtate, to be paid to the ſaid *J.* Lord *J.* his Executors or Adminiſtrators (the ſaid Sums amounting together to the Sum of 21000 *l.*) **And whereas** the ſaid *J.* Lord *J.* by his Indenture bearing Date the ſaid 28th Day of *May*, *&c.* for and in Conſideration that the ſaid Lady *C.* by the ſaid laſt mentioned Indentures of Leaſe and Releaſe, and Fines, had charged ſeveral Caſtles, *&c.* in the ſaid Counties of *M. W.* and *G.* (being her own Inheritance) with the ſaid Sum of 21000 *l.* for the Uſe of the ſaid *J.* Lord *J.* in Manner therein mentioned, and for other Conſiderations therein mentioned, did, in Purſuance of the ſaid Power to him given in and by the ſaid herein before in Part recited Settlement, limit and appoint unto the ſaid Lady *C.* his then Wife, all the ſaid Barony of *W.* and all and ſingular the ſaid Manors, *&c.* herein before mentioned to be ſituate in the ſaid Counties of *S.* and *L.* to hold unto the ſaid Lady *C.* for her Life, for her Jointure, to take Effect in Poſſeſſion from and after the Death of the ſaid *J.* Lord *J.* **And whereas** the ſaid *J.* Lord *J.* and Lady *C.* his then Wife, by Fine *ſur Conceſſerunt*, *&c.* by them duly acknowledged and by their Indenture Dated the Fourteenth Day of *Auguſt*, *&c.* did convey all the ſaid Barony, Manors, Lordſhips, Lands and Hereditaments in the ſaid County of *S.* to the Uſe of the ſaid *J.* Lord *J.* for Life; with Remainder to the ſaid *W. H.* and Sir *J. T.* and their Heirs, during the Life of the ſaid Lady *C.* in Truſt for his own right Heirs; as by the ſaid ſeveral and reſpective Indentures, Deed, Poll and Fines, herein before mentioned, relation being thereunto had, may appear: **And whereas** the ſaid *J.* Lord *J.* did depart this Life on or about, *&c.* Inteſtate, and without making any Appointment or Diſpoſition touching the ſaid Truſt-Eſtate of the ſaid Premiſſes in the ſaid County of *S.* which he was ſeiſed of, to him and his Heirs during the Life of the ſaid Lady *C.* his Wife, or touching the ſaid Sum of 20000 *l.* or the ſeveral Terms for Years that were to be diſincumbered therewith, and died without Iſſue Male of his Body, leaving Iſſue only one Daughter, *viz. H. L. J.* an Infant, now of about the Age of Ten Years, and being indebted at the Time of his Death by ſimple Contract to the Amount of about 6000 *l.* **And whereas** the ſaid *C. J.* youngeſt Daughter of the ſaid *G.* Lord *J.* died an Infant under Age, having never been married; whereby her ſaid Portion of 3000 *l.* merged in the Inheritance of the Premiſſes charged with the ſame: **And whereas** the ſaid *M. J.* attained her Age of Twenty-one Years the —— Day of, *&c.* whereby her ſaid Portion of 3000 *l.* became due and payable, and is ſince intermarried with *C. D.* Eſq; **And whereas** the ſaid Indenture of Settlement dated, *&c.* made by the ſaid *G.* Lord *J.* as aforeſaid, as to the ſaid Capital Meſſuage, *&c.* in the ſaid County of *B.* being Part of the Premiſſes in the ſaid County of *B.* comprized in the ſame Settlement, was not effectual, in Regard that the ſaid *G.* Lord *J.* upon his Marriage with the ſaid Lady *A. J.* had ſettled the ſame Premiſſes by Indentures of Leaſe and Releaſe, dated the, *&c.* the Releaſe being *Tripartite* and made between the ſaid *G.* Lord *J.* by his then Name of Sir *G. J.* Knt. Recorder of the City of *London*, of the firſt Part, Sir *T. B.* Sir *W. T.* and Sir *R. C.* Knts. and the ſaid Lady *A. J.* by her then Name of Dame *A. K.* Widow, of the ſecond

cond Part, and *J. J.* and *J. M.* Eſqrs. of the third Part, upon himſelf for his Life; Remainder to the ſaid *A.* Lady *J.* his then intended Wife, for her Life, for her Jointure; with Remainder to the Heirs Male of their two Bodies; with Remainders to the Heirs of their two Bodies, with Remainder to his own Right Heirs: And the ſaid *G.* Lord *J.* having never levied a Fine, or ſuffered a Common Recovery of the ſame Premiſſes, or any Part thereof, the ſaid *M.* his Daughter, now the Wife of the ſaid *C. D.* became intitled to an Eſtate Tail in the ſame, as Heir and only ſurviving Iſſue of the Body of the ſaid *G.* Lord *J.* by the ſaid Lady *A.* his Wife: And the ſame Premiſſes having been ſince ſold and conveyed by the ſaid *C. D.* and *M.* his Wife, unto the Right Honourable *W.* Earl of *P.* the Title thereof is no ways intended to be impeached or prejudiced by this Act: But the ſaid *G.* late Lord *J.* having after the making of his ſaid Marriage-Settlement purchaſed the Manor of *F.* and divers other Farms, Lands, *&c.* in, *&c.* in the ſaid County of *B.* the ſame Premiſſes being about the yearly Value of 400 *l.* are comprized in and conveyed by the ſaid *G.* Lord *J.*'s Settlement, bearing Date, *&c.* to the Uſes therein mentioned: **And whereas** upon the Deceaſe of the ſaid *J.* Lord *J.* without Iſſue Male, as aforeſaid, the ſaid four Daughters of the ſaid *G.* Lord *J. viz.* the ſaid *M. S. M.* and *C.* did take in Fourths, and became Jointenants in Poſſeſſion for their Lives, with ſeveral Inheritances to the Heirs of their reſpective Bodies in Tail, with Remainder to the ſaid *H. L. J.* in Fee, as Heir General of the ſaid *G.* and *J.* Lord *J.* of and in the ſaid Manor and Premiſſes in the ſaid County of *B.* ſo purchaſed by the ſaid *G.* Lord *J.* after the making of the ſaid Marriage-Settlement; and became likewiſe Jointenants for their Lives, with ſeveral Inheritances to them in Tail, with Remainder to the ſaid *H. L. J.* in Fee as aforeſaid, of the Reverſion expectant on the Death of the ſaid Lady *C.* in the Premiſſes in the ſaid County of *S.* and alſo in ſuch Part of the ſaid Premiſſes in the ſaid County of *L.* as by the ſaid *G.* Lord *J.*'s Settlement, dated, *&c.* is limited to his ſaid Daughters in Default of Iſſue Male of his own Body: And the Truſt-Eſtate of the ſaid Premiſſes in the ſaid County of *S.* of which the ſaid *J.* Lord *J.* died ſeiſed to him and his Heirs, for and during the Life of the ſaid Lady *C.* his Wife, deſcended upon his Deceaſe unto his ſaid Daughter and Heir the ſaid *H. L. J.* determinable upon the Life of the ſaid Lady *C.* and as to ſuch Part of the ſaid Manor of *D.* and other the Premiſſes in the ſaid County of *L.* as by the laſt mentioned Settlement were not limited to the ſaid Daughters of the ſaid *G.* Lord *J.* but were limited (in Default of Iſſue Male of his own Body) to his own Right Heirs; the ſame upon the Deceaſe of the ſaid *J.* Lord *J.* without Iſſue Male, as aforeſaid, deſcended and came to the ſaid *H. L. J.* as Heir General as well of the ſaid *G.* as of the ſaid *J.* Lord *J.* ſubject to the ſaid Mortgage and Portions, and the ſaid Jointure of her ſaid Mother the ſaid Lady *C.* **And whereas** by the Deceaſe of the ſaid *C. J.* her fourth Part of ſuch of the Premiſſes to which ſhe became intitled as aforeſaid, did go in Thirds by Survivorſhip to her three ſurviving Siſters for their Lives; but the Inheritance of the ſame Fourth Part did fall in to the ſaid *H. L. J.* as Heir of the ſaid *G.* and *J.* Lord *J.* **And whereas** the ſaid Lady *C.* is intermarried with the Right Honourable *T.* Lord Viſcount *W.* of the Kingdom of *Ireland:* **And whereas** the ſaid Sir *J. J.* having in the Year, *&c.* took Poſſeſſion of the ſaid mortgaged Premiſſes in the ſaid County of *L.* exhibited his Bill in the High Court of Chancery againſt the ſaid Lord Viſcount *W.* and the ſaid Lady *C.* his Wife, *H. L. J. W. S.* and *M.* his Wife, *S. J. C. D.* and *M.* his Wife, in order to foreclоſe the Equity of Redemption of the ſaid Manors and Premiſſes ſo mortgaged to the ſaid Sir *J. J.* as aforeſaid: And the ſaid ſeveral Defendants to the ſaid Suit anſwering, and the ſaid *S. J.* and *C. D.* and *M.* his Wife, in the Right of the ſaid *M.* his Wife, inſiſting to have their ſaid Portions raiſed and paid them; the ſaid Cauſe upon the —— Day of, *&c.* came on to be heard; and an Account was decreed, and the ſaid Lord Viſcount *W.* decreed to pay the ſaid Mortgage and Portions, and to have the ſaid Mortgage, and the ſaid ſeveral Terms of 99 Years and 500 Years, aſſigned as he ſhould direct: And the Maſter by his Report, dated, *&c.* reported due to the ſaid *S. J.* for her Portion, Intereſt and Arrears of Maintenance, the Sum of 3725 *l.* 1 *s.* 6 *d.* And to the ſaid *M. D.* for her Portion, Intereſt and Arrears of Maintenance to herſelf and her Siſter *C.* to whom ſhe was Adminiſtratrix, the Sum of 4003 *l.* 1 *s.* 6 *d.* And the ſaid Maſter by another Report, dated, *&c.* reported due to the ſaid Sir *J. J.* upon his ſaid Mortgage, for principal Money, Intereſt and Coſts of Suits, the Sum of 13156 *l.* 2 *s.* 6 *d.* over and above what he had received out of the Rents and Profits of the ſaid mortgaged Premiſſes: **And whereas** the ſaid Sum of 13156 *l.* 2 *s.* 6 *d.* ſo reported due to the ſaid *J. J.* as aforeſaid, has been ſince paid to the ſaid Sir *J. J.* and the ſaid Mortgage aſſigned over

Which is ſince ſold by ſaid *C. D.* and *M. J* which is not to be prejudiced by this Act.

Upon the Deceaſe of *J.* Lord *J.* without Iſſue Male, the four Daughters aforeſaid of *G.* Lord *J.* became Jointenants in Poſſeſſion for their Lives, with ſeveral Inheritances to the Heirs of them. Bodies in Tail. Remainder to ſaid *H. L. J.* in Fee, as Heireſs General of ſaid *G.* and *J.* Lord *J.* Premiſſes limited to *G.* Lord *J.*'s own Right Heirs, deſcended to ſaid *H. L. J.* as Heireſs General of ſaid *G.* and *J.* Lord *J.* ſubject to ſaid Mortgage, Portions and Mother's Jointure.

One of the Siſters Death, three ſurvive and are intitled for Lives, but the Inheritance falls to ſaid *H. L. J.* Lady *C.*'s Marriage with Lord Viſcount *W.*

Mortgagee takes Poſſeſſion of mortgaged Premiſſes, and exhibits his Bill againſt Lord Viſcount Portions being aſſigned.

W. and *C.* his Wife, *H. L. J. W. S.* and *M.* his Wife, *S. J. C. D.* and *M.* his Wife to foreclоſe. Anſwer, inſiſting no paid. Mortgage and Portions decreed to be paid, *&c.* Report of Monies due. Mortgage Money paid and Mortgage

S. J.'s Marriage with G. H. Her Death without Iſſue, G. H. Adminiſtrator intitled to the Portion. Her fourth Part and third Part of the Premiſſes in L. and S. ſurvived to her Siſters, and her fourth Part, &c. in B. ſurvived, &c.

over by the Direction of the ſaid Lord Viſcount *W.* unto *J. M. H. M. J. M. W. F.* and *T. A.* as a Security for the ſaid Monies and Intereſts. **And whereas** the ſaid *S. J.* did intermarry with *G. H.* Eſq; and is ſince dead without Iſſue of her Body: And the ſaid *G. H.* has taken out Letters of Adminiſtration to the ſaid *S.* his late Wife, whereby he the ſaid *G. H.* became intitled to the ſaid Portion, and the Arrears of Intereſt thereof due to the ſaid *S.* his Wife as aforeſaid: And upon the Death of the ſaid *S.* without Iſſue as aforeſaid, her ſaid Fourth Part of the Premiſſes in the ſaid Counties of *L.* and *S.* and alſo her ſaid third Part of her ſaid Siſter *C.*'s Fourth Part in the ſaid Premiſſes in the ſaid Counties of *L.* and *S.* ſurvived to her ſaid two Siſters *M.* and *M.* for their Lives: But the ſaid *S.*'s fourth Part of the ſaid Premiſſes in the ſaid County of *B.* and her ſaid third Part of her ſaid Siſter *C.*'s Share, or fourth Part of the ſaid Premiſſes in the ſaid County of *B.* ſurvived only to the ſaid *M.* for her Life; the ſaid *M.* as to the ſame Premiſſes in the ſaid County of *B.* being the only ſurviving Jointenant with her ſaid Siſter *S.* at her Death, by Reaſon that the ſaid *M.* had joined with her ſaid Huſband *C. D.* in a Fine of her Part in the ſaid County of *B.* and thereby ſever'd her Jointenancy as to the ſame Premiſſes: But the ſaid *S.*'s fourth Part of the Inheritance of the Premiſſes in the ſaid County of *B. L.* and *S.* expectant upon the reſpective Deceaſes of her ſaid ſurviving Siſters, did fall in to the ſaid *H. L. J.* as Heir General of the ſaid *G.* and *J.* Lord *J.* as aforeſaid: **And whereas** 1000 *l.* Part of the ſaid Sum of 21000 *l.* was raiſed out of the Eſtate of the ſaid Lady *C.* and paid to the ſaid *J.* Lord *J.* in his Life-time; but the ſaid Sum of 20000 *l.* is not yet raiſed or paid out of the ſaid Lady *C.*'s Eſtate, but will be perſonal Aſſets of the ſaid *J.* Lord *J.* **And whereas** the growing Intereſt of the ſaid Mortgage and Portions, and other Out-goings out of the ſaid ſeveral Premiſſes, will very much leſſen the reſpective Values of the Shares of the ſeveral Perſons intereſted therein; neither can the beſt Improvement be made of the ſaid ſeveral Shares of the Parties intereſted, in Regard the ſame are undivided and ſubject to ſeveral Contingencies; and for that divers Queſtions and Diſputes have ariſen by Reaſon of the doubtful Penning of the ſaid *G.* Lord *J.*'s Settlement, dated the ſaid Twenty-fifth Day of, &c. which are like to occaſion long and expenſive Suits: **For** the preventing of which ſaid Suits, and for the Raiſing of Money for the paying off the ſaid Mortgage and Portions (which cannot be but by a Sale of the Premiſſes; nor can ſuch Sale be effected without the Aid of an Act of Parliament, by Reaſon of the Infancy of the ſaid *H. L. J.*) and to the Intent a Sale or Sales of the Premiſſes may be made, and the Monies ariſing thereby may be paid and diſtributed in ſuch Manner and Proportions as herein after is mentioned, your Majeſty's moſt obedient Subjects, the ſaid *T.* Lord Viſcount *W.* and the Lady *C.* his Wife, *H. L. J. W. S.* and *M.* his Wife, *C. D.* and *M.* his Wife, and *G. H.* do moſt humbly beſeech your Majeſty, That it may be **Enacted, and be it Enacted,** by, &c. That all the ſaid Barony, &c. herein before mentioned to be comprized in the ſaid Settlement of the Twenty-fifth of *October*, &c. ſituate and being in the ſaid Counties of *B. S.* and *L.* other than and except the ſaid Capital Meſſuage, &c. comprized in the ſaid Marriage Settlement of the ſeventh Day of *June*, &c. and ſo ſold to the ſaid Earl of *P.* as aforeſaid, with their and every of their Rights, Members and Appurtenances, and the Fee-ſimple and Inheritance thereof, ſhall be from the —— Day of, &c. abſolutely and fully veſted; and the ſame hereby from the ſaid —— Day of, &c. are abſolutely and fully veſted in the Right Honourable *N.* Lord Viſcount *S.* and *S.* the Honourable *D. W.* of *C.* Eſq; *J. E.* of *B.* in the County of *N.* Eſq; and *W. P. W.* of *Gray's Inn* in the County of *M.* Eſq; and their Heirs, to the Uſe and Behoof of them the ſaid (*Truſtees*) and their Heirs, freed and diſcharged from all the Uſes, Eſtates, Truſts, Proviſoes, Limitations, Remainders, Reverſions and Contingencies, limited, appointed or declared in the ſaid in Part recited Settlement of the Twenty-fifth Day of *October*, &c. and the ſaid Deeds Poll herein before mentioned, ſubject nevertheleſs to the ſaid Mortgage, upon the Truſts and to the Intents and Purpoſes herein after mentioned (that is to ſay) upon ſpecial Truſt and Confidence, that they the ſaid (*Truſtees*) and the Survivors, &c. do and ſhall ſo ſoon as conveniently they can, by one or more Sale or Sales, ſell, diſpoſe of and convey all the ſaid Barony, &c. herein before mentioned and intended to be hereby veſted in them the ſaid (*Truſtees*) and their Heirs, as aforeſaid, with their and every of their Appurtenances, and the Fee-ſimple and Inheritance of the ſame, unto one or more Purchaſor or Purchaſors: **And** to the Intent that any Purchaſor or Purchaſors of all or any Part of the Premiſſes which the ſaid Truſtees are herein before authoriſed to ſell as aforeſaid, may ſecurely injoy their ſaid Purchaſes, **It is hereby farther Enacted,** That the Receipt or Receipts which ſhall be given by the Truſtees herein before nominated for the Sale of the ſaid Premiſſes, or the Survivors or Survivor of them, or the Heirs or Aſſigns of ſuch Survivor, to the reſpective Purchaſors of the Premiſſes, or of any Part thereof, for the Pur-

1000 *l.* paid out of Lady *C.*'s Eſtate to *J.* Lord *J.* but not the Remainder 20000 *l.*

Shares of Perſons intereſted, leſſened by the Intereſt in the Mortgage, &c. Likely to be Suits. Reaſon of making this Act.

Enacted, That the Premiſſes, in &c. except, &c. be veſted in Truſtees.

(*Truſtees*) freed from Uſes, &c. but ſubject to the ſaid Mortgage upon Truſt to ſell.

Clauſe for the Security of Purchaſors.

Purchaſe-Money which ſhall be actually paid for the ſame, or for any Part thereof, ſhall be a good and effectual Diſcharge both in Law and Equity to the ſaid reſpective Purchaſors; ſo that neither ſuch Purchaſor or Purchaſors, their reſpective Heirs, Executors, Adminiſtrators or Aſſigns, or the Premiſſes to be ſold, ſhall be liable or reſponſible for any Loſs or Miſapplication which ſhall or may at any Time hereafter be had or made of all or any Part of ſuch Purchaſe-Money: And as to the Monies ariſing by and out of ſuch Sale or Sales, the ſame are hereby directed and appointed to be paid, divided and applied by the ſaid Truſtees herein and hereby before nominated for the making of ſuch Sale or Sales, or the Survivors or Survivor of them, or the Heirs or Aſſigns of ſuch Survivor, in Manner following, (that is to ſay) in the firſt Place, that the ſaid Truſtees, out of the Monies ariſing by the Sale or Sales of the Premiſſes in the ſaid County of *L.* ſhall pay off the ſaid Sum of 13156*l.* 2*s.* 6*d.* reported Due on the ſaid Mortgage of the ſaid Premiſſes in the ſaid County of *L.* to be raiſed and born in the Proportions following, (that is to ſay) the Sum of 8309*l.* 4*s.* (being twelve Parts thereof, the whole in Nineteen equal Parts being divided) out of the Monies ariſing by Sale or Sales of that Part of the Manor of *D.* and other the Premiſſes in the ſaid County of *L.* herein before mentioned to have been limited for want of Iſſue Male of the ſaid *J.* and *G.* Lord *J.* to the right Heirs of the ſaid *G.* Lord *J.* and 4846*l.* 18*s.* 6*d.* (being ſeven Parts thereof, the whole in Nineteen equal Parts being divided) out of the Monies ariſing by the Sale or Sales of the Reſidue of the ſaid Manors of *D.* and *B.* and other the Premiſſes in the ſaid County of *L.* and the ſaid Truſtees, out of the Reſidue of the Monies ariſing by the Sale or Sales of the ſaid Premiſſes in the ſaid County of *L.* and alſo by the Monies ariſing by the Sale or Sales of the Premiſſes in the ſaid County of *S.* ſhall pay the Sum of 271*l.* 17*s.* for the Charges of paſſing this Act, and towards the ſaid Truſtees future Charges and Expences; and ſhall alſo pay the ſaid Sum of of 4003*l.* 1*s.* 6*d.* unto the ſaid *M. D.* and the ſaid Sum of 3725*l.* 1*s.* 6*d.* to the ſaid *G. H.* their reſpective Executors, *&c.* which ſaid Three laſt mentioned Sums amount in the whole to the Sum of 8000*l.* which is to be raiſed and borne in Manner following, *viz.* the Sum of 2352*l.* 18*s.* 6*d.* Part thereof, (being Ten Parts, the whole 8000*l.* in Thirty-four equal Parts being divided) out of the Monies ariſing by the Sale or Sales of the Premiſſes in the County of *S.* and 5647*l.* 1*s.* 6*d.* (being Twenty-four Parts of the ſaid 8000*l.* the whole 8000*l.* in Thirty-four equal Parts being divided) out of the Monies ariſing by the Sale or Sales of the ſaid Manor and Premiſſes in the ſaid County of *L.* in the Proportions following, *viz.* 3566*l.* 11*s.* 4*d.* (being twelve Parts of the ſaid 5647*l.* 1*s.* 6*d.* the whole in Nineteen equal Parts being divided) out of that Part of the Manor of *D.* and other the Premiſſes in the ſaid County of *L.* herein before mentioned to have been limited for want of Iſſue Male of the ſaid *J.* and *G.* Lord *J.* to the right Heirs of the ſaid *G.* Lord *J.* and 2080*l.* 10*s.* 2*d.* (the remaining ſeven Parts of the ſaid 5647*l.* 1*s.* 6*d.* the whole in Nineteen equal Parts being divided) out of the Money ariſing by the Sale or Sales of the Reſidue of the ſaid Manors of *D.* and *B.* in the ſaid County of *L.* and in the next Place, out of the Reſidue of the Monies ariſing by the ſaid Sale or Sales of the Premiſſes in the ſaid County of *S.* ſhall pay the Sum of 4215*l.* 13*s.* 10*d.* to the ſaid *T.* Lord Viſcount *W.* and Sir *J. T.* or the Survivor of them, his Executors or Adminiſtrators, in Truſt for the ſaid *H. L. J.* for and in Reſpect of her Intereſt in the Premiſſes in the ſaid County of *S.* during the Life of the ſaid Lady *C.* her Mother, (the ſaid Sum of 4215*l.* 13*s.* 10*d.* being over and above the Sum of 2352*l.* 18*s.* 6*d.* being the Proportion which the ſaid Premiſſes in the ſaid County of *S.* is to bear for clearing the aforeſaid Portions, and Charges of this Act) and out of the Reſidue of the Money to be raiſed by the Sale or Sales of the ſaid Premiſſes in the ſaid County of *L.* ſhall pay unto the Lady *C. W.* her Executors, *&c.* the Sum of 13707*l.* 7*s.* 8*d.* being as well the Value ſet on her ſaid Jointure in the ſaid Premiſſes in the ſaid County of *L.* being 1900*l.* *per Annum*, as for 1463*l.* 8*s.* 6*d.* the Monies received by the ſaid Sir *J. J.* out of the Rents of the ſaid Jointure Eſtate, beyond his growing Intereſt, after the Death of the ſaid *J.* Lord *J.* over and above the Sum of 4873*l.* 3*s.* 8*d.* allowed by her, and deducted for her third Part of the ſaid Debt, reported Due on the ſaid Mortgage, and of the ſaid 1463*l.* 8*s.* 6*d.* ſo as aforeſaid received by the ſaid Sir *J. J.* and over and above 1882*l.* 17*s.* 2*d.* allowed by her for the third Part of the ſaid 5647*l.* 1*s.* 6*d.* the Proportion charged on the ſaid Premiſſes in the ſaid County of *L.* towards the Portions, and for the Charges of paſſing this Act, and the ſaid Truſtees future Charges and Expences; which ſaid Sum of 13707*l.* 7*s.* 8*d.* is to be raiſed and borne out of the ſaid Premiſſes in the ſaid County of *L.* in the Proportion following, (that is to ſay) the Sum of 8657*l.* 12*s.* 4*d.* (being twelve Parts of the ſaid Sum

Application of the Money.

1. To pay off the Mortgage in various Proportions.

2. To pay the Charge of this Act and Truſtees Expences.

3. To pay ſaid *M. D.* and *G. H.*

4. To pay Money in Truſt for *H. S. J.*

5. To pay Lady *C.*

Sum of 13707 *l.* 7 *s.* 8 *d.* the ſame being in Nineteen equal Parts divided) out of that Part of the ſaid Manor of *D.* and other the Premiſſes in the ſaid County of *L.* before-mentioned to be unintailed; and the Sum of 5050 *l.* 5 *s.* 4 *d.* (being ſeven Parts of the ſaid Sum of 13707 *l.* 7 *s.* 8 *d.* the ſame being in Nineteen equal Parts divided) out of the Reſidue of the ſaid Manor of *D.* and the ſaid Manor of *B.* and Premiſſes in the ſaid County of *L.* before mentioned to be intailed; and alſo out of the Monies to be raiſed by the Sale or Sales of the Premiſſes hereby directed to be ſold in the ſaid County of *B.* the ſaid (*Truſtees*) or the Survivors or Survivor of them, ſhall pay unto *R. D.* of, *&c.* and *H G. &c.* or the Survivor of them, his Executors or Adminiſtrators, in Truſt for the ſole and ſeparate Uſe of the ſaid *M. S.* the Sum of 2666 *l.* 13 *s.* 4 *d.* in reſpect of her Title to two Thirds of the ſaid Premiſſes in the County of *B.* for her Life; and unto *J. D.* of, *&c.* and *R. L.* of, *&c.* or the Survivor of them, his Executors or Adminiſtrators, in Truſt for the ſole and ſeparate Uſe of the ſaid *M. D.* her Executors or Adminiſtrators, the Sum of 1333 *l.* 6 *s.* 8 *d.* in reſpect of her Title to the remaining Premiſſes in the ſaid County of *B.* for her Life: And as to the Reſidue of the Monies to be raiſed by the Sale or Sales of the ſame Premiſſes in the ſaid County of *B.* the ſaid (*Truſtees*) or the Survivors, *&c.* ſhall pay Two fourth Parts thereof to the ſaid Lord Viſcount *W.* and Sir *J. T.* or the Survivor of them, his Executors of Adminiſtrators, in Truſt for the ſaid *H. L. J.* her Executors or Adminiſtrators; and ſhall pay one other fourth Part thereof to the ſaid *R. D.* and *H. G.* or the Survivor of them, his Executors or Adminiſtrators, in Truſt for the ſole and ſeparate Uſe of the ſaid *M. S.* and ſhall alſo pay the remaining fourth Part thereof to *J. D.* and *R. L.* or the Survivor of them, his Executors or Adminiſtrators, in Truſt for the ſole and ſeparate Uſe of the ſaid *M. D.* her Executors and Adminiſtrators; and as to all the Reſidue of the Monies to be raiſed by the Sale or Sales of that Part of the Manor of *D.* and other the Premiſſes in the ſaid County of *L.* herein before mentioned to have been limited for want of Iſſue Male of the ſaid *J.* and *G.* Lord *J.* to the right Heirs of the ſaid *G.* Lord *J.* the ſaid (*Truſtees*) or the Survivors, *&c.* ſhall pay the ſame to the ſaid Lord Viſcount *W.* and Sir *J. T.* or the Survivor of them, his Executors or Adminiſtrators, in Truſt for the ſaid *H. L. J.* her Executors or Adminiſtrators: And as to all the Reſidue of the Monies ariſing by the Sale or Sales of other the Premiſſes in the ſaid Counties of *L.* and *S.* the ſaid (*Truſtees*) or the Survivors, *&c.* ſhall pay the ſame as followeth, *viz.* Two fourth Parts thereof to the ſaid Lord Viſcount *W.* and Sir *J. T.* or the Survivor of them, his Executors or Adminiſtrators, in Truſt for the ſaid *H. L. J.* and one other fourth Part thereof to the ſaid *R. D.* and *H. G.* or the Survivor of them, his Executors or Adminiſtrators, in Truſt for the ſeparate Uſe of the ſaid *M. S.* and the remaining fourth Part thereof to the ſaid *J. D.* and *R. L.* or the Survivor of them, his Executors or Adminiſtrators, in Truſt for the ſole and ſeparate Uſe of the ſaid *M. D.* her Executors or Adminiſtrators. **Provided always,** That until ſuch Sale or Sales be made as aforeſaid, the Truſtees hereby appointed for the Sale of the ſaid reſpective Premiſſes, their Heirs and Aſſigns, ſhall permit and ſuffer ſuch ſeveral Perſons to receive the Rents, Iſſues and Profits of the ſaid ſeveral Premiſſes reſpectively, as would have been intitled to the ſame, in caſe this Act had never been made; but the ſaid Lady *C. W.* is to pay and diſcharge all Intereſt remaining due on the ſaid Mortgage and Portions ſince the Time limited in the before mentioned Reports for the Payment thereof, till the ſaid Mortgage and Portions ſhall be paid, out of the Rents and Profits of the ſaid Premiſſes charged therewith, or out of the Monies hereby directed to be paid to her the ſaid Lady *C. W.* **Provided alſo,** and the ſaid Money hereby directed and appointed to be paid to the ſaid *R. D.* and *H. G.* or the Survivor of them, his Executors or Adminiſtrators, in Truſt for the ſeparate Uſe of the ſaid *M. S.* as aforeſaid, is upon ſpecial Truſt and Confidence that the ſame or any Part thereof ſhall not be liable to the Controul, Debts or Incumbrances of the ſaid *W. S.* her ſaid Huſband, or any claiming under him; that they the ſaid *R. D.* and *H. G.* and the Survivor of them, his Executors, Adminiſtrators or Aſſigns, ſhall from time to time, and all times, put out, apply and diſpoſe of the ſame Monies or any Part thereof, to ſuch Perſon or Perſons, and for ſuch Uſes, Intents and Purpoſes, as the ſaid *M. S.* from time to time, ſeparate and apart from the ſaid *W. S.* her Huſband, whether Covert or Diſcovert, and notwithſtanding her Coverture, by any Deed or Writing, Deeds or Writings, or by her laſt Will and Teſtament, or any Writing purporting her laſt Will and Teſtament, to be by her Sealed and Delivered or publiſhed, ſhall appoint, direct or declare; and that under ſuch Truſts, Qualifications, Conditions, Limitations, Powers and Agreements as ſhe the ſaid *M. S.* ſhall, notwithſtanding her Coverture, appoint, direct or declare; and for want of ſuch Appointment, Direction or Declaration, and until ſuch Appointment, Direction or Declaration ſhall be made to pay the ſame, and alſo the Proceed and Increaſe thereof, to the ſaid *M. S.* her Executors or Adminiſtrators, to her and their own proper Uſe and Benefit. **Provided always,** and it is hereby Enacted, That all or any of the Creditors of the ſaid *W. S.* ſhall have the ſame Right to have Satisfaction of their ſaid reſpective Debts, out of the Intereſt of the Monies ariſing by the ſaid *M. S.*'s Share of the ſaid Manors, Lands and Premiſſes, as they could have had out of

6. To pay to Truſtees for the Uſe of ſaid *M. S.*

7. The like of ſaid *M. D.*

8. In Truſt for *H. L. J.*

9. *M. S.*

10. *M. D.*

11. *H. L. J.*

12. *M. S.*

13. *M. D.* How the Rents, *&c.* to be applied till Premiſſes ſold.

Intereſt on Mortgage.

The Money to be paid to the Uſe of *M. S.* not to be liable, *&c.* to her Huſband's Debts, *&c.*

How the ſame ſhall be applied.

What liable to the Huſband's Debts

her ſaid Share of the ſaid Manors and Lands, as if this Act had never been made, and not otherwiſe.

The Money to be paid for *H. L. J.* to be put out till ſhe's of Age or marries.

Provided further, and the Monies hereby directed and appointed to be paid to the ſaid Lord Viſcount *W.* and Sir *J. T.* Truſtees for the ſaid *H. L. J.* is upon ſpecial Truſt and Confidence, that they the ſaid Lord Viſcount *W.* and Sir *J. T.* and the Survivor of them, his Executors, Adminiſtrators or Aſſigns, ſhall from time to time, as often as occaſion ſhall require, put out and diſpoſe of the ſame at Intereſt, for the Improvement of the ſame, and for the Benefit and Advantage of the ſaid *H. L. J.* and that ſuch Monies to be ſo paid in Truſt for the ſaid *H. L. J.* or the Securities, upon which the ſame or any Part thereof ſhall be placed out as aforeſaid, ſhall be paid or aſſigned over unto the ſaid *H. L. J.* at her Age of Twenty-one Years or Day of Marriage, which ſhall firſt happen; and in caſe of her Death before her ſaid Age of Twenty-one Years or Marriage, then the ſame to be paid or aſſigned unto her Executors or Adminiſtrators: **And,** For the preventing of all Controverſies touching the ſaid 20000 *l.* ſo to be raiſed out of the ſaid Eſtate of the ſaid Lady *C.* as aforeſaid, **It is hereby declared and enacted,** That the ſame ſhall be taken and deemed to be Part of the perſonal Aſſets of the ſaid *J.* Lord *J.* and liable to pay his Debts, and reimburſe the ſaid Lady *C. W.* the ſaid Sums of 4873 *l.* 3 *s.* 8 *d.* and 1882 *l.* 17 *s.* 2 *d.* being deducted and allowed by her out of the Value of her Jointure and Rents received by Sir *J. J.* towards diſcharging the ſaid Mortgage and Portions, and the Surplus thereof diſtributable, according to the Statute of Diſtribution.

The 20000 *l.* to be raiſed out of Lady *C.*'s Eſtate, deemed Aſſets of Lord *J. J.* and liable to pay his Debts, and reimburſe Lady *C* the Money allowed out of her Jointure.

Provided always, and it is enacted by the Authority aforeſaid, That the ſaid Lord Viſcount *S. &c.* and all other the Truſtees in this Act before named, and every of them, their ſeveral Heirs, Executors and Adminiſtrators, ſhall and may in the firſt Place deduct all the Coſts and Charges which they or any of them ſhall be reſpectively put unto, in relation to the Execution of the Truſts hereby in them repoſed or declared, or any of them, out of the Rents, Iſſues and Profits of the ſeveral Premiſſes, or any Part thereof until Sale, or out of the Monies ariſing by the ſaid Sale or Sales, or out of their reſpective Truſt Monies or any Part thereof; and that they the ſaid ſeveral and reſpective Truſtees, their ſeveral Heirs, Executors and Adminiſtrators are to be, and ſhall be chargeable only for their wilful Defaults reſpectively, and not the one for the Default of the other or others of them, or of any acting under them or any of them, or employed or intruſted by them or any of them, in the Receipt, Keeping or Managing of any Monies to be raiſed and diſpoſed of as aforeſaid, according to the Purport of this Act; and that none of the ſaid Truſtees, their reſpective Heirs, Executors or Adminiſtrators, ſhall be liable or reſponſible for any Failure or Miſcarriage, that, without their wilful Default or Neglect, may happen of any Security or Securities, Banker or Bankers, upon which or with whom the ſaid Truſt Money, or any Part thereof, ſhall at any time hereafter happen to be placed or put out: **Saving,** &c. (other than and except the ſaid *T.* Lord Viſcount *W.* and the Lady *C.* his Wife, *H. L. J. W. S.* and *M.* his Wife, *C. D.* and *N.* his Wife, and *G. H.* their reſpective Iſſues, Heirs, Executors and Adminiſtrators, and the Heirs of the Body or Bodies, and Heirs General of the ſaid *G.* Lord *J.* and of *J.* Lord *J.* and all Perſons claiming or which ſhall claim any ways in Truſt for them or any of them) all ſuch Right, *&c.* and alſo ſaving unto the ſaid *J. M. H. M. K. M. W. F.* and *T. A.* their Executors, Adminiſtrators and Aſſigns, all ſuch Right or Title as they the ſaid *J. M. H. M. K. M. W. F.* and *T. A.* or any other Perſon or Perſons in Truſt for them, or any of them, have or hath, unto or in the ſaid Mortgage originally made to the ſaid Sir *J. J.* and by him aſſigned unto the ſaid *J. M. H. M. K. M. W. F.* and *T. A.* by the Direction of the ſaid Lord Viſcount *W.* as aforeſaid.

Truſtees may deduct Charges, *&c.*

Saving, *&c.*

An Act for the better Enabling the Executors and Truſtees of Sir T. H. *Bart. lately deceaſed, to raiſe Portions and Maintenances for his younger Children.*

Whereas, &c. (*Recital of Sir* T. H.*'s laſt Will, whereby he gives his Son* T. H. *at his Age of* 21 *Years his Manor of* H. *and an Eſtate in* S. *To hold to him from his Age of* 21, *and the Heirs Male of his Body*; *Remainder*, &c. *and gave the ſaid Sir* R. H. *then his Son and Heir Apparent, all other his Manors*, &c. *not in his ſaid Will otherwiſe bequeathed*; *to hold from his Age of* 21 *Years, and the Heirs Male of his Body*; *Remainder*, &c. *and gave to his Daughters* E. M. S. *and* N. *the Sum of* 2500 l. *a-piece, and to the Daughter which his Wife might happen to be withal at his Deceaſe,* 2000 l. *and unto every of the Daughters of ſuch of the Sons of the ſaid Sir* T. H. *as ſhould happen to die without Heir Male of his Body* 1000 l. *the ſaid ſeveral Portions and Sums of Money to be reſpectively paid to the ſaid Daughters at their ſeveral Marriages reſpectively*; *and directed that his Executor ſhould receive the yearly Rents and Profits of the ſaid Manor of* H. *and Lands in* S. *aforeſaid, during the Minority of his ſaid Son* T. *for and towards the Education of his Children, and alſo of all the Lordſhips*, &c. *given to his ſaid Son* R. *during his Minority, or the Minority of ſuch of his ſaid Sons which ſhould happen to enjoy the ſame*; *and that the ſaid*

Executors ſhould let and diſpoſe all the ſaid Manors, &c. *until the ſaid* R. *ſhould attain his full Age of* 21 *Years, for the Uſe and Education of the aforeſaid Children; and that the ſaid Children ſhould be allowed, towards their Education and Maintenance, the ſeveral Sums following*, (viz.) *To his Son* R. 100 l. per Ann. *till* 17 *Years old, and afterwards* 300 l. per Ann. *till* 21; *and to his Son* T. 60 l. per Ann. *till* 17, *and from thence* 120 l. per Ann. *till* 21; *and to each of the ſaid Daughters* 40 l. per Ann. *till* 18 *Years old, and from thenceforth* 100 l. per Ann. *till they ſhould reſpectively marry.*)

Children born after the Will.

And whereas the ſaid Sir *T. H.* had, after the making of the ſaid Will, two Sons, *G.* and *R.* for whom no Proviſion is thereby or otherwiſe made, nor for the Maintenance of *T.* (who was alſo born after the making the ſaid Will) until her Portion becomes payable; and it being doubtful whether in Strictneſs of Law the ſaid Sir *T. H.* (by Reaſon of the Settlement herein after-mentioned) had Power by his Will to diſpoſe of the Profits of ſome Part of the ſaid Manors and Premiſſes during the Minority of his eldeſt Son, as by the ſaid Will is intended: **Wherefore**, and for the better Providing and Security of the Portions and Maintenances of the Daughters and younger Sons of the ſaid Sir *T. H.* and the ſettling and aſſuring of the Eſtate deviſed by the ſaid Will upon the Iſſue Male of the ſaid Sir *T. H.* born after the making thereof; **May** it pleaſe your moſt excellent Majeſties, That at the humble Petition of Dame *E.* Relict of the ſaid Sir *T. H.* and of Sir *N. Le S.* Bart. *R. W.* Eſq; *H. O.* Eſq; and *R. B.* Doctor in Phyſick, Executors of the laſt Will and Teſtament of the ſaid Sir *T. H.* It may be **Enacted, and be it Enacted** by, *&c.* that the ſaid Sir *N. Le S. R. W.* Eſq; *H. O.* and *R. B.* their Executors and Adminiſtrators, ſhall and may, during the reſpective Minorities of the ſaid Sir *R. H.* and *T. H.* receive and take all the Rents, Iſſues and Profits of the ſaid Manors and Premiſſes to them reſpectively limited as aforeſaid, (other than ſuch Parts thereof as are the Jointure of the ſaid Dame *E. H.* for ſo long Time as ſhe ſhall live) and diſpoſe the ſame for and towards the raiſing of Portions and Maintenances for the Sons and Daughters of the ſaid Sir *T. H.* as in the ſaid Will is expreſſed; and thereout alſo to pay and allow unto the ſaid *T.* the yearly Sum of 40 *l.* until ſhe ſhall attain the Age of 18 Years, and from thenceforth 100 *l.* yearly until ſhe ſhall be married, and the Sum of 2000 *l.* at her Day of Marriage or Age of 21 Years; which ſhall firſt happen; but in caſe ſhe dies unmarried, ſuch Sum to revert to the ſaid Sir *R. H.* and to the ſaid *G.* and *R.* towards their reſpective Educations and Maintenances, each of them the Sum of 40 *l.* yearly, till they ſhall attain their reſpective Ages of 17 Years, and afterwards 80 *l.* yearly, until they ſhall attain their ſeveral and reſpective Ages of 21 Years; the ſaid ſeveral Maintenances to be reſpectively payable and paid to the Sons and Daughters of the ſaid Sir *T. H.* at the Feaſts of, *&c.* the firſt Payment, *&c.* **And be it further enacted** by, *&c.* that in caſe the Rents and Profits of the ſaid Manors and Premiſſes to be received as aforeſaid, ſhall (with the Overplus of the Perſonal Eſtate of the ſaid Sir *T. H.* which is to be applied for that Purpoſe) not be ſufficient to pay and ſatisfy the ſaid Maintenances and Portions; that it ſhall and may be lawful to and for the ſaid Executors of the ſaid Sir *T. H.* or the Survivors or Survivor of them, or the Executors or Adminiſtrators of ſuch Survivors, and they have hereby full Power and Authority to receive and take the Rents, Iſſues and Profits, and otherwiſe diſpoſe by Mortgage or Sale of ſuch of the ſaid Manors and Premiſſes as are not compriſed in the Settlement made by the ſaid Sir *T. H.* bearing Date, *&c.* wherein the Jointure of the ſaid Dame *E.* is ſettled, and other than the ſaid Manors and Premiſſes in *H.* and *S.* aforeſaid, as they ſhall think fit: **Subject nevertheleſs** to the Annuities herein before mentioned, until and to the Intent the ſaid Portions and Maintenances ſhall be thereby or otherwiſe fully raiſed and paid: **And further** that the ſame Manors and Premiſſes ſhall, according to a Codicil intended to have been annexed to the ſaid Will, be, and they are hereby, charged with the yearly Payment of 100 *l.* a-piece to the ſaid *G.* and *R.* reſpectively, during their reſpective Lives, at the ſaid Feaſts of, *&c.* without any Defalcation, *&c.* the firſt Payment thereof to begin and be made at ſuch of the ſaid Feaſt-Days as ſhall next happen after they ſhall attain their reſpective Ages of 21 Years; and in caſe the ſaid ſeveral yearly Rents of 100 *l.* or either of them ſhall be behind or unpaid by the Space of 40 Days next after either of the ſaid Feaſt Days whereon the ſame ought to be paid as aforeſaid, it ſhall and may be lawful for the ſaid *G.* and *R.* reſpectively, and their reſpective Aſſigns, into the ſaid Manors and Premiſſes, or any Part thereof, to enter and diſtrain, and the Diſtreſs and Diſtreſſes then and there to ſecure on the Premiſſes, or to take, lead, drive and carry away, ſell or diſpoſe according to Law, towards Satisfaction and full Payment of the ſaid reſpective yearly Rents, and the Arrearages thereof: **And be it further enacted** by, *&c.* that from and after the ſeveral Deceaſes of the ſaid Sir *R. H.* and *T. H.* without Heirs Male of their ſeveral and reſpective Bodies coming, the ſaid Manors and Premiſſes to them reſpectively deviſed, as aforeſaid, and which are not contained in the ſaid Settlement, ſhall veſt in, and be held and enjoyed by the ſaid *G.* and the Heirs Male of his Body; and for Default of ſuch Iſſue by the ſaid *R.* and the Heirs Male of his Body; and for Default of ſuch Iſſue, the ſaid *E. M. S. N.* and *T.* and the Daughters of the Sons

Doubtful whether Sir *T. H.* could make ſuch Will.

Wherefore to provide Portions for younger Children, and ſettling Eſtate on his Iſſue Male born after the Will;

It is enacted that his Executors, during the Minorities of Sir *R. H.* and *T. H.* may receive Rents, *&c.*

to pay the Portions, *&c.*

And in caſe ſuch Rents, *&c.* with the Overplus of the Perſonal Eſtate ſhall not be ſufficient, the Executors may take the Profits, mortgage or ſell Premiſſes.

Subject, *&c.*

And chargeable, *&c.*

Clauſe of Diſtreſs.

After the Deceaſes of the Sons born before the Will without Heirs Male, Premiſſes to go to the Sons

Sons of the ſaid Sir *T. H.* and their Heirs for ever: Saving to the King, *&c.* and to the ſaid Dame *E.* and to *S. B.* Wife of *T. B.* Eſq; and to *A. H.* Siſters to Sir *R. H.* long ſince deceaſed, and Aunts to Sir *T. H.* alſo deceaſed, and all and every other Perſon, *&c.* (other than the ſeveral Sons and Daughters of the ſaid Sir *T. H.* and their reſpective Heirs and Aſſigns) all ſuch Eſtate, *&c.* born after the Will, *&c.* Saving, *&c.*

An Act for better enabling the Honourable J. B. *Eſq; to raiſe Portions for his younger Children.*

WHereas by Indenture *Tripartite*, bearing Date, *&c.* made between *J. B.* Eſq; (by the Name and Deſignation of the Honourable *J. B.* of *S. &c.* ſecond Son of the Right Honourable the Earl of *A.*) and *E.* Wife of the ſaid *J. B.* of the firſt Part, Sir *W. H.* of, *&c.* and *J. R.* of, *&c.* of the ſecond Part, and *R. R.* of, *&c.* and *W. S.* of, *&c.* of the third Part, and a Fine *ſur Conuſance de droit Come ceo*, &c. thereupon had and levied, all that, *&c.* in the County of *L.* whereof or wherein the ſaid *E.* or any others in Truſt for her, had any Eſtate of Freehold or Inheritance in Poſſeſſion, *&c.* or had any Eſtate whatſoever in Law or Equity, were limited and ſettled to the Uſes, Intents and Purpoſes, and upon the Truſts, and with and under the Proviſoes, Powers, Charges and Limitations following, *viz.* To the Uſe of the ſaid *J. B.* and *E.* his Wife, for and during the Term of their natural Lives, and the longer Liver of them, without Impeachment of or for any Manner of Waſte; and after the Determination of their ſaid Eſtates, to the Uſe of the ſaid Sir *W. H.* and *J. R.* their Heirs and Aſſigns, for and during the natural Lives of the ſaid *J. B.* and *E.* his Wife, and longer liver of them, to the Intent to preſerve contingent Uſes; and from and after the Deceaſe of the ſaid *J. B.* and *E.* to the Uſe of the ſaid Sir *W. H.* and *J. R.* their Executors, *&c.* for the Term of 500 Years next enſuing the Death of the ſaid *J. B.* and *E.* his Wife, upon the Truſts, and to the Intents and Purpoſes in the ſaid Indenture declared touching the ſame; and after the Expiration or other Determination of the ſaid Term of 500 Years, to the Uſe of *W. B.* firſt Son of the ſaid *J. B.* and *E.* his Wife, and the Heirs Male of his Body iſſuing; and for Default of ſuch Iſſue, to the Uſe of *J. B.* ſecond Son of the ſaid *J. B.* and *E.* his Wife, and the Heirs Male of his Body iſſuing; and for Default of ſuch Iſſue, to the Uſe of the third, *&c.* And as touching and concerning the ſaid Term of 500 Years limited to the ſaid Sir *W. H.* and *J. R.* their Executors, *&c.* as aforeſaid, the ſame is by the ſaid Indenture declared to be upon Truſt, and to the Intent, that they the ſaid Sir *W. H.* and *J. R.* their Executors, *&c.* by Leaſing, Mortgaging, or by Sale or Sales of the ſaid Manors, *&c.* or of any Part or Parcel thereof, and of all their ſaid Eſtate therein, to any Perſon or Perſons whatſoever, for any Term or Number of Years, as to them ſhould ſeem meet, or otherwiſe ſhould, immediately after the Deceaſe of them the ſaid *J. B.* and *E.* his Wife, raiſe and levy the full Sum of 1000 *l.* to be paid to ſuch Perſon or Perſons, as the ſaid *J. B.* ſhould by any Writing under his Hand and Seal, or by his laſt Will direct or appoint; and from and after the raiſing the ſaid Sum, or in Default of ſuch Appointment as aforeſaid, then upon this further Truſt and Confidence, that in caſe there ſhould be any Iſſue Male of the Body of the ſaid *J. B.* and *E.* his Wife, and one or more other Child or Children of the ſaid *J. B.* and *E.* his Wife, living at the Time of the Commencement of the ſaid Term of 500 Years in Poſſeſſion, then upon Truſt, that they the ſaid Sir *W. H.* and *J. R.* their Executors, *&c.* ſhould, by Leaſing, Mortgaging, or by Sale or Sales of the ſaid Manors, *&c.* and Premiſſes ſo to them limited for 500 Years, or of a competent Part thereof, and by and with the Rents and Profits thereof raiſe and levy for the Portion and Portions of all and every ſuch Child and Children, (other than and except the eldeſt Iſſue Male of their Bodies then living, who would be intitled to the Freehold of the ſaid Premiſſes, by Virtue of the Limitation aforeſaid) ſuch Sum and Sums of Money, and at ſuch Time or Times, and in ſuch Parts or Portions, as the ſaid *J. B.* and *E.* his Wife, at any Time or Times during their Joint-Lives, by any Writing or Writings under their Hands and Seals, atteſted by three or more credible Witneſſes, ſhould direct, limit or appoint; and in Default of ſuch Direction, Limitation or Appointment, then to raiſe and levy by the Ways and Means aforeſaid, or either of them, the Sums herein after-mentioned, *viz.* If but one ſuch Child, (not being intitled to the Freehold) the Sum of 4000 *l.* and if more than one, then the Sum of 6000 *l.* equally to be divided between them; ſuch reſpective Portions to be paid to the younger Son or Sons at his or their reſpective Age of 21 Years, and to every Daughter at the like Age or Day of Marriage, which ſhould firſt happen; but upon this further Truſt, that until ſuch Portions ſhould reſpectively become payable, they the ſaid Sir *W. H.* and *J. R.* their Executors, *&c.* ſhould, out of the Profits of the ſaid Premiſſes, raiſe for the Maintenance and Education of ſuch Child or Children, ſuch Sums of Money as they ſhould think

Recital of a Settlement of Lands

to the Uſe of *J. B.* and *E.* his Wife for their Lives, then to Truſtees for 500 Years, and after that Term to the Uſe of the firſt, *&c.* Son.

The ſaid Term is declared to be upon Truſt to raiſe 1000 *l.* to be paid according to Appointment

Portions for younger Children.

A Power to revoke the Uſes and limit new ones.

think fit, not exceeding the Intereſt of their reſpective Portions: And (amongſt other Things) it is provided, that if there be no ſuch Iſſue Male as aforeſaid, living at the Commencement of the ſaid Term of 500 Years, or any other Child or Children then living, beſides one Son, then the ſaid Term of 500 Years ſhould ceaſe and determine, with a Power in the ſaid Indenture reſerved or limited, for the ſaid *J. B.* and *E.* his Wife, jointly to revoke the Uſes and Truſts aforeſaid, and limit new ones, as by the ſaid Indenture, and the Records of the ſaid Fine doth appear: **And whereas** the ſaid *E. B.* is ſince dead, and no Appointment hath been made touching the Portions of ſuch younger Children, nor have any the Uſes or Truſts aforeſaid been revoked or altered in Execution of the Power for that Purpoſe left in the ſaid *J. B.* and *E.* his Wife; and at the Time of her Death the ſaid *E.* left Iſſue by the ſaid *J. B.* five Sons and one Daughter; namely, the ſaid *W.* her eldeſt Son, and the ſaid *F.* her ſecond Son, which *W.* and *F.* have attained their Ages of Twenty-one Years; and alſo *W.* of the Age of Twelve Years, *H.* of the Age of Eight Years, *K.* of the Age of Six Years, and *B.* of the Age of Eighteen Years, and no other Child: **And foraſmuch** as it would be greatly for the Advantage and Preferment of the ſaid younger Sons, that the ſaid Portions ſhould be made payable to them as they ſhall reſpectively attain to their Ages of Twenty-one Years, and of the ſaid Daughter at that Age or Marriage; and the ſaid *J. B.* and *W. B.* his Son, are deſirous the ſaid 1000 *l.* and the ſaid Portions, ſhould be ſo raiſed and paid accordingly: But in Regard the ſaid reſpective Sums of 4000 *l.* and 6000 *l.* are by the Limitations aforeſaid, contingent and to be raiſed only, in caſe there ſhall be ſome younger Child or Children living at the Time of the Commencement of the ſaid Term of 500 Years in Poſſeſſion, which Term does not commence till after the Death of the ſaid *J. B.* and are then to be applied only for the Portion and Portions of ſuch younger Child or Children as ſhall be then living, none of the Portions can, by Virtue of the Truſts aforeſaid, be raiſed or even ſecured or aſcertained in the Life-time of the ſaid *J. B.* and ſuch Portion or Portions will go and be payable only to ſuch younger Child or Children as ſhall happen to ſurvive him the ſaid *J. B.* which Miſchief and Inconvenience, by Reaſon of the Minority of four of the ſaid younger Children cannot be remedied without Authority of Parliament; may it therefore, *&c.* upon the humble Petition of the ſaid *J. B. W. B.* and *F. B.* and alſo of the ſaid *W. B. H. B. K. B.* and *B. B.* the Infants, by the ſaid *J. B.* their Father and Guardian, That it may be **enacted; And be it enacted** by, *&c.* That the ſaid reſpective Manors, *&c.* comprized in the ſaid Indenture and Fine from and after the Day of *&c.* ſhall be, and are hereby veſted in the ſaid Sir *W. H.* and *J. R.* their Executors, *&c.* for the Term of 1000 Years commencing from the ſaid Day of **Nevertheleſs upon the Truſts,** and to and for the Intents and Purpoſes hereafter limited and expreſſed, (that is to ſay) Upon Truſt that they the ſaid Sir *W. H.* and *J. R.* and the Survivor of them, his Executors, *&c.* ſhall and do, with all convenient Speed, by and with the Conſent of the ſaid *J. B.* (if living) by Mortgage, *&c.* of all or any Part of the ſaid Term of 1000 Years, of all or any Part of the ſaid Manors, *&c.* hereby in them veſted, raiſe in the firſt Place the ſaid Sum of 1000 *l.* and in the next Place, the ſaid Sum of 6000 *l.* and the Charges and Expences in or about this Act, and the Execution of the Truſts hereby directed; which ſaid reſpective Sums of 1000 *l.* and 6000 *l.* ſo reſpectively to be raiſed, ſhall be paid and applied in Manner following, (that is to ſay) The Sum of 1000 *l.* to the ſaid *J. B.* his Executors, *&c.* in Satisfaction of the ſaid Sum of 1000 *l.* appointed to be paid as he ſhould direct; and the remaining Sum of 6000 *l.* for the ſaid *E. B. W. B. H. B. K. B.* and *B. B.* the five younger Children of the ſaid *J. B.* and *E.* his late Wife, in ſuch Shares and Proportions, and at ſuch Time and Times, as the ſaid *J. B.* by any Deed or Deeds, from Time to Time, by him to be executed in the Preſence of two or more credible Witneſſes, or by his laſt Will, in like Manner atteſted, ſhall limit and direct; and for want of ſuch Direction, in Manner following, (that is to ſay) The Sum of 1200 *l.* Part thereof to the ſaid *F. B.* within one Month after the ſame ſhall be ſo raiſed, and the Sum of 1200 *l.* a-piece, making together the Sum of 3600 *l.* to the ſaid *W. H.* and *K. B.* as they ſhall reſpectively attain to their reſpective Ages of Twenty-one Years; and the remaining Sum of 1200 *l.* to the ſaid *B. B.* at her Age of Twenty-one Years or Day of Marriage, which ſhall firſt happen; ſo as ſuch Marriage be with the Conſent of the ſaid *J. B.* (if living;) and in caſe any of the ſaid Children ſhall die before his or her Portion ſhall become payable, by Virtue of this Act, that then the Portion or Portions of ſuch of them ſo dying, ſhall go to the Survivors or Survivor of the ſaid younger Children, to be equally divided amongſt them, if more than one; and ſo to be payable to each ſurviving Child, when his or her original Portion ſhall become payable, by Virtue of this Act; and in caſe all the ſaid younger Children ſhall die before their ſaid reſpective Portions ſhall become payable, that then ſuch Portions ſhall be ſunk, and go for the Benefit of ſuch Perſon or Perſons who ſhall be intitled to the Reverſion and Remainder of the ſaid Manors, Hereditaments and Premiſſes, by Virtue of the Limitations in

E. B. dead, and no Appointment made touching the younger Children's Portions.

Advantage of preferring the younger Children.

The Father and eldeſt Son are deſirous that the 1000 *l.* and the Portions ſhould be raiſed and paid, of ſuch as are then living.

To remedy ſuch Inconvenience,

it is Enacted, that Premiſſes be veſted in Truſtees for 1000 Years to raiſe the ſaid 1000 *l.* the ſaid 6000 *l.*

the 1000 *l* to be paid to the ſaid *J. B.* his Executors, *&c.* and the 6000 *l.* for the younger Children according to his Appointment.

And for want thereof 1200 *l.* to *F. B.* and 1200 *l.* a-piece to *W. H.* and *K.* and 1200 *l.* to *B. B.* Proviſion in caſe of any of their Deaths.

this Act: **And upon further Truſt,** That in the mean Time, and until ſuch Portions ſhall become payable as aforeſaid, that they the ſaid Truſtees ſhall and do from Time to Time place out the ſaid Portions, by and with the Conſent of the ſaid *J. B.* if living, upon any Publick or other Security at Intereſt, which Intereſt ſhall from Time to Time, till ſuch Portions ſhall become payable, be had, received and taken by the ſaid *J. B.* and his Aſſigns, during his Life, and afterwards ſhall be applied and employed to and for the Maintenance and Education of ſuch younger Child or Children, to whom ſuch Portion or Portions ſhall reſpectively belong: **And upon this further Truſt,** that they the ſaid Sir *W. H.* and *J. R.* and the Survivor of them, his Executors, Adminiſtrators and Aſſigns, ſhall ſtand ſeiſed of ſuch Part of the ſaid Manors, Hereditaments and Premiſſes, as ſhall remain unſold for the Remainder of the ſaid Term of 1000 Years; ſubject nevertheleſs to ſuch Mortgage or Mortgages, as ſhall be made thereof purſuant to the Truſts aforeſaid, in Truſt for ſuch Perſon or Perſons, as ſhall be intitled to the Freehold and Inheritance of the ſaid Premiſſes, by Virtue of the Limitations herein after mentioned: **And it is hereby further Enacted and Declared,** That the Reverſion and Inheritance of all and every the ſaid Manors, Lands, Hereditaments and Premiſſes, comprized or intended to be comprized in the ſaid Indenture and Fine, ſhall from thenceforth (ſubject to the ſaid Term and Eſtate of One Thouſand Years, herein before veſted in the ſaid Sir *W. H.* and *J. R.*) remain, continue, and be to the Uſes, Intents and Purpoſes herein after mentioned, (that is to ſay) To the Uſe of the ſaid *J. B.* for and during the Term of his natural Life, without Impeachment of Waſte; and from and after his Deceaſe, to the Uſe of the ſaid *W. B.* and the Heirs Male of his Body; and for Default of ſuch Iſſue, to the Uſe of the ſaid *E. B.* and the Heirs Male of his Body; and for Default of ſuch Iſſue, to the Uſe of the Heirs of the Body of the ſaid *J. B.* on the Body of the ſaid *E.* his Wife begotten; and for Default of ſuch Iſſue, to the Uſe of the right Heirs of the ſaid *J. B.* for ever: **Provided always, and it is hereby Enacted and Declared,** That the ſaid reſpective Portions and Sums of Money hereby directed and appointed to be raiſed, ſhall be, and are hereby declared to be, in Satisfaction and Diſcharge of all Sum and Sums of Money, which the Daughter and younger Sons of the ſaid *J. B.* and *E.* his late Wife, or the Executors and Aſſigns of the ſaid *J. B.* ſhall or might claim, or be any ways intitled to, at or after Commencement of the ſaid Term of 500 Years, out of all or any the Manors, *&c.* by Virtue of the ſaid Term of 500 Years, or the Truſts thereof declared: **And it is hereby further Enacted** by the Authority aforeſaid, That the ſeveral Truſtees by this Act named, and every of them, their and every of their Executors, *&c.* ſhall be, and are hereby indemnified and ſaved harmleſs, for every Sale or Mortgage which ſhall be made, and for every Security which ſhall be taken in Purſuance of this Act, ſo as ſuch Sales, Mortgages or Securities reſpectively be made or taken, with the Conſent or Approbation of the ſaid *J. B.* teſtified in Writing under his Hand, if living; and in caſe of his Death, then with the Conſent and Approbation of the ſaid *W. B.* if living; and that it ſhall and may be lawful to and for the ſaid Truſtees by this Act named, and the Survivor, *&c.* out of the Monies which ſhall come to his and their Hands, by Virtue of this Act, in the firſt Place, to pay and diſcharge all Coſts and Charges in and about paſſing this Act, and in the next Place, retain, deduct and ſatisfy for him and themſelves, all ſuch Charges and Expences, as they or either of them ſhall be put unto, or any wiſe ſuſtain in paſſing this Act, or any Thing relating thereto, or in Execution of the Truſts herein declared or contained; and that none of the Truſtees by this Act named, nor the Executors or Adminiſtrators of either of them, ſhall be anſwerable or accountable for any Sum or Sums of Money whatſoever, but ſuch as he or they ſhall reſpectively actually receive, and not one of them for the Receipts, Acts or Defaults of another of them, but each of them for his own Acts, Receipts and wilful Defaults only, and not otherwiſe. **Provided, and it is hereby further Enacted** by the Authority aforeſaid, That the Receipt or Receipts of the ſaid Truſtees, or the Survivor of them, or of the Executors or Aſſigns of ſuch Survivor, ſhall from Time to Time be a ſufficient Acquittance and Acquittances, Diſcharge and Diſcharges, to any Mortgagee or Mortgagees, Purchaſor or Purchaſors, for ſuch Sum and Sums of Money as he or they ſhall advance, lend or pay upon ſuch Mortgage or Mortgages, or for ſuch Purchaſe or Purchaſes reſpectively, notwithſtanding the ſeveral Truſts herein before limited and appointed, of and concerning the ſaid Monies ſo to be raiſed by ſuch Mortgages, or Sales aforeſaid; and that no Miſapplication, Want of Application, or other Loſs or Imbezilment of the ſaid Monies ſo to be advanced or paid upon ſuch Mortgages, or for ſuch Purchaſe or Purchaſes, or of any Part or Parcel thereof, ſhall in any wiſe affect or be hurtful, or prejudicial to any ſuch reſpective Mortgagee or Mortgagees, Purchaſor and Purchaſors; but that every ſuch Mortgagee or Mortgagees, Purchaſor or Purchaſors ſhall hold and enjoy the Manors, Lands and Hereditaments, which ſhall be ſo mortgaged or purchaſed as aforeſaid, againſt the ſaid *J. B.* and the Heirs Male of the Body of the ſaid *J. B.* on the Body of the ſaid *E. B.* begotten, and againſt the Heirs of the ſaid *J. B.* and the ſaid *E. B.* and againſt the Heirs of either of them, and all

Till Portions become payable, the Truſtees to place them out at Intereſt for the younger Children.

Truſtees to ſtand ſeiſed of Premiſſes unſold, in Truſt, *&c.*

The Reverſion and Inheritance of the Premiſſes ſhall be (ſubject to ſaid 1000 Years) to the Uſe of *J. B.* for Life, then to his eldeſt Son and his Heirs Male, *&c.*

Proviſo that the ſaid Portions are in full Satisfaction.

Indemnity of the Truſtees acting according to the Direction of *J. B* and his eldeſt Son, *&c.*

Coſts and Charges to allowed, *&c.*

Truſtees Receipts good to Purchaſors, *&c.*

Persons claiming any Estate or Interest therein, by Virtue of the said Term of 500 Years, or of the said Indenture and Fine, as aforesaid; any Thing in the said recited Indenture and Fine contained to the contrary notwithstanding: **Saving nevertheless** to the King, &c. (other than and except the said *J. B.* and his Heirs, and the Heirs of the said *E.* his Wife, the said *W. B.* and the Heirs Male of his Body, *F. B. W. B. H. B. K. B.* and the Heirs Male of their respective Bodies, and the Heirs of the Body of the said *J. B.* and *E.* his Wife, and the said *B. B.* and her Heirs, and the said Sir *W. H.* and *J. R.* their Executors, Administrators and Assigns, in Respect of the said Term of 500 Years, vested in them by the said recited Indenture and Fine, and all and every Person and Persons, any Estate, &c. in Trust, and for the Benefit only of the Parties before excepted, or any of them, by Virtue of the said recited Indenture and Fine) all such Right, &.

Saving, &c.

An Act to enable the Trustees of W. E. *an Infant, to sell Part of his Estate, for Payment of his Father's Debts on Specialties.*

Recital of the Father's Will, whereby he devises his Estate, in Trust for the Maintenance and Education of his only Son; and provides for the Tuition and Maintenance of his Daughters.

Whereas *W. E.* late of, &c. Esq; deceased, (Father of the said Infant) being in his Life-time seised in Fee-simple of and in the Manor, &c. did on the ——— Day of, &c. make his last Will and Testament in Writing, and thereby give and devise unto, &c. (*Trustees*) all his Manors, &c. of what Nature or Quality soever, and also all his Personal Estate whatsoever, in Trust, that they the said Trustees should allow his Son, the said *W. E.* to whom he committed his Tuition until he should attain the Age of 21 Years, so much for his Maintenance and Education as they should think fit, until his Age of 16 Years (he being now 15 Years old) and from that Time to pay him out of the Rents and Profits of the said real and personal Estate 200 *l. per Annum*, Quarterly, clear of all Taxes, until his Age of 21 Years; and also pay 250 *l. per Annum*, Quarterly, clear of Taxes, unto Mrs. *M. R.* for the Maintenance and Education of *B.* and *E. E.* (the said Testator's Daughters) until they shall respectively attain their Age of 18 Years, (one of them being now of the Age of nine Years, and the other of the Age of seven Years) and then to raise and pay to the said *B.* and *E.* out of the said Estate, 2500 *l.* a-piece; and if either of them died before such Age, then to pay the Survivor of them 4000 *l.* and the said Testator committed the Tuition and Education of his said Daughters to the said *M. R.* (their Aunt.) **And whereas** *M. B.* Aunt to the said *B.* and *E. E.* is and was the Person intended by the said Testator in his said Will, altho' the Name of *M. R.* was by Mistake inserted in the said Will instead of *M. B.* to whom the said Testator intended to devise the Tuition of his said Daughters, together with the said Annual Sum of 250 *l.* for their Maintenance and Education: **And whereas** the said *M. B.* hath by Indenture, bearing Date, &c. and duly executed under her Hand and Seal, surrendered and assigned unto the said *J. E.* the Guardianship, Tuition and Education of the said *B.* and *E. E.* and also the said yearly Sum of 250 *l.* and the Reception thereof, and all her Right, Title and Interest of, in and unto the same: **And whereas** the said Testator also willed that the said Trustees should convey and assign unto his said Son (when of the Age of 21 Years) and his Heirs, all his said Estate; but if he died before such Age without Issue, then he devised all his Estate to his said Daughters, except, &c. which he in such Case gives to his Brother *J. E.* and his Heirs: **And whereas** the said Testator at his Death did owe unto *W. M.* of, &c. and others, upon several Mortgages of Part of his Estate; and also by Bonds, several Sums of Money, which are estimated to amount in the whole to the Sum of 6135 *l.* Principal Money, besides a great Arrear of Interest; and was then also indebted to several other Persons, by Books and simple Contract, several other Sums of Money, estimated to amount in the whole to the Sum of 1959 *l.* and made no Provision by his said Will for Payment of any of his Debts: **And whereas** the said Testator's Personal Estate amounts by Estimation, to no more than 1261 *l.* which not being sufficient to discharge the said Book-Debts, his Creditors by Specialties do insist to have a Satisfaction for the said 6135 *l.* with the Interest thereof, out of his real Estate, which cannot be done without selling some Part thereof; and no Sale can be made by Reason of the Infancy of the said Children, but by the Authority of Parliament; and forasmuch as the speedy Payment of all the said Debts will be of great Advantage to the said *W. E.* the Infant, whose Estate will otherwise be greatly reduced by a continued Interest for the said Debts: **In** Consideration whereof, the said *W. E.* the Infant, by the said *J. E.* his Grandmother and Guardian, doth most humbly beseech your most excellent Majesty, That it may be **Enacted, and it is Enacted** by, &c. That they the said Trustees, *J. E. T. C. J. W.* and *T. G.* and their Assigns, and the Survivors, &c. shall and may, and are hereby fully and effectually enabled and impowered absolutely to sell and dispose of the said Manor of *S.* &c. and every or any Part of the said Premisses, to the best Purchasor or Purchasors that can reasonably be gotten for the same; and with the Money arising by and from such Sale shall pay off and discharge all the

Misnomer in the Will of Guardian's Name.

Assignment of Guardianship of the Daughters.

Testator willed the Trustees to convey his Estate to his Son (when of Age) and his Heirs, &c.

Testator's Debts.

No Provision made by Testator for Payment thereof.

Amount of Personal Estate not sufficient to pay.

Creditors on Specialties insist on Payment.

It is therefore Enacted, that the Trustees shall sell the Estate of, &c.

Debts

Debts of the ſaid *W. E.* deceaſed, ſecured by Mortgages, Bonds and other Specialties, and all Intereſt which now is or ſhall become due for the ſame, as far as the ſaid Purchaſe Money will extend and amount unto; and if there be any Overplus after ſuch Payments as aforeſaid, the ſame ſhall remain in the Hands of the ſaid Truſtees and the Survivors or Survivor of them, and the Executors, *&c.* under the ſame Truſt as the ſaid Premiſſes hereby directed to be ſold, are ſubject to by the Will of the ſaid Teſtator in all Things; except that if it ſhall happen that all the Debts of the ſaid Teſtator, ſecured by Mortgage or other Specialties, be not yet diſcovered, and that ſome other Debt or Debts, ſo ſecured, ſhall hereafter be found out, affecting the Real Eſtate of the ſaid Teſtator; in ſuch Caſe the ſaid Overplus Money ſhall be liable to pay off and diſcharge ſuch Debt or Debts as aforeſaid, with the Intereſt due thereupon; any Thing in this Act contained to the contrary thereof in any wiſe notwithſtanding: **And it is hereby further Enacted and Declared,** That all and every ſuch Purchaſer and Purchaſers, and his and their Heirs and Aſſigns, ſhall hold and enjoy the ſaid Manor, Hereditaments and Premiſſes, or ſo much thereof as they ſhall reſpectively purchaſe, freed and diſcharged of and from all the Right, Title, Intereſt and Truſt, which the ſaid Infants, *W. E. B. E.* and *E. E.* or any of them, their or any of their Heirs, Executors or Adminiſtrators, or any other Perſon or Perſons claiming or to claim by, from or under them the ſaid *W. B.* and *E. E.* or any of them, or any Creditors by Specialty of the ſaid *W. E.* the Teſtator, (other than Tenants for Years in Poſſeſſion under yearly Rents) might have or claim, of, in, unto or out of the ſame or any Part thereof; and that ſuch Purchaſer or Purchaſers ſhall and may pay his or their Purchaſe-Money or Purchaſe-Monies to the ſaid Truſtees, or any of them, or the Survivors or Survivor of them; (*Proviſo that Truſtees ſhall not be anſwerable one for the other, and for Allowance of Expences*, &c. See before.) **Saving** nevertheleſs, *&c.* other than Creditors by Specialty of the ſaid *W. E.* deceaſed, and the ſaid Infants, *W. B.* and *E. E.* and their Heirs, *&c.* and all other Perſon and Perſons claiming or to claim by, from or under them or any of them, (not being Tenants for Years in Poſſeſſion under yearly Rents) all their Eſtate, *&c.*

Clauſe in Favour of Purchaſers.

An Act for the Enabling P. *Viſcount* S. *to ſell certain Lands and Tenements for the Payment of his Debts.*

Whereas *P.* Viſcount *S.* within the Kingdom of *Ireland*, coming to the Age of 21 Years, in the Year, *&c.* and being ſeiſed in Fee-ſimple of and in ſeveral Lordſhips, *&c.* in the County of *K.* which deſcended unto him by the Death of, *&c.* and having before that Time married the Lady *J.* one of the Daughters of the Right Honourable *R.* Earl of *L.* did in —— Term *Anno Domini*, *&c.* voluntarily, and without any Conſideration of Money paid by the ſaid Earl of *L.* (either before or after his ſaid Marriage) levy and ſuffer a Fine and Common Recovery of the Manors of, *&c.* in the County of *K.* (amongſt other Things); *And* by a certain Indenture, *&c. Between*, *&c.* the Uſe of the ſaid Fine and Recovery was declared to be, *As* for and concerning the ſaid Manors and Lordſhips of *S.* and *B. to the Uſe* of the ſaid *A. S. J. P.* and *C. H.* their Heirs and Aſſigns *upon ſpecial Truſt*, that they might by Sale, Mortgage or Demiſe, raiſe the Sum of 4000*l.* and diſpoſe the ſame for the Payment of the proper Debts of the ſaid Viſcount, then owing; *And* as for the other Manors of *S.* and *P. to the Uſe* of the ſaid Viſcount for the Term of 99 Years, if he ſo long lived, without Impeachment of Waſte, and after the Determination of that Eſtate, to the ſaid (*Truſtees*) and their Heirs, during the ſaid Viſcount's Life, to preſerve the contingent Uſes, to wit, to the Uſe of the Firſt, *&c.* Sons, *&c.* Daughters, *&c. And* for want of ſuch Iſſue Male or Female as aforeſaid, *to the Uſe* of the ſaid (*Truſtees*) and their Heirs, *in Truſt*, that in Caſe the ſaid Viſcounteſs ſurvived the ſaid Viſcount, the ſaid Truſtees, their, *&c.* ſhould diſpoſe of the Fee-ſimple of the ſaid Manors as the ſaid Viſcounteſs ſhould appoint by Deed or laſt Will in Writing under her Hand and Seal, in the Preſence, *&c.* and for want of ſuch Appointment, to the ſaid Viſcounteſs and her Heirs; and if the ſaid Viſcount ſhould ſurvive the ſaid Viſcounteſs, then the ſaid Truſtees ſhould diſpoſe the Fee-ſimple of the ſaid Manors, as the ſaid Viſcount ſhould appoint under his Hand and Seal: **And whereas** the ſaid *J. P.* and the ſaid *C. H.* refuſing to intermeddle in the Truſt, in Purſuance of a Decree in the High Court of Chancery, made, *&c.* releaſed their Right and Intereſt of and in the ſaid Manors unto the ſaid *A. S.* and his Heirs: **And whereas** the ſaid Viſcount had in the Year, *&c.* by Reaſon of his Impriſonment under the late Uſurping Powers, for his free Contribution towards, and loyal Endeavours for, the moſt happy Reſtoration of his moſt Sacred Majeſty King *Charles* the Second, to this Kingdom, and by Reaſon his Debts amounting to 4000*l.* and upwards, which ſhould have been paid by the ſaid *A. S.* out of the ſaid Manors, as aforeſaid, were not paid, altho' he the ſaid *A. S.* received the Profits thereof, increaſed his Debts to the Sum of 10000*l.* for Security and Payment whereof they the ſaid Viſ-

Recital of *P.* Viſcount *S.*'s being ſeiſed, levying and ſuffering a Fine and Recovery on marrying Lady *J.*

Declaration of the Uſes.

Two Truſtees refuſe the Truſt; Releaſe thereof to *A. S.*

Debts.

Security given. count and Viſcounteſs *J.* his Wife, and *A. S.* aforeſaid, by Advice of Learned Counſel in the Law, by their Indenture bearing Date, *&c.* to the Intent a Fine might be therefore levied, *did* Grant, *&c.* to *T. H.* and his Heirs, *All* that Reverſion or Remainder in Fee-ſimple of the ſaid *A. S.* of the Manors aforeſaid in the ſaid County of *K.* with the Appurtenances, and all the Lands, *&c.* of the ſaid Viſcount *S.* to the ſaid Manors belonging: **And whereas alſo** the ſaid Viſcounteſs is ſince dead, and the ſaid Viſcount married unto the Right Honourable *M.* Viſcounteſs *S.* Daughter of *T. P.* Eſq; **And whereas** the ſaid Viſcount *S.* hath not any conſiderable perſonal Eſtate wherewith to ſatisfy his ſaid Debts, nor any Lands whereof he can make Sale towards the Diſcharge thereof, nor will be any ways able to extricate himſelf from ſo great a Miſchief without the Aſſiſtance of an Act of Parliament to enable him to ſell Part of his Lands, ſo ſettled as in the firſt mentioned Indenture is contained: **And whereas** ſince the Settlement aforeſaid, and ſince the ſaid Fine and Recovery levied and ſuffered, and the ſeveral Debts and Fines thereupon made, whereby the ſaid Debts were in ſuch ſort endeavoured to be ſecured, a Daughter named *D.* is born to the ſaid Viſcount of the Body of the ſaid Viſcounteſs, inheritable in Tail by Virtue of the firſt Settlement, notwithſtanding all or any the ſubſequent Acts: **And whereas** the ſaid *A. S.* has abſented himſelf in ſome Foreign Parts beyond the Seas, ever ſince the coming of his Sacred Majeſty into his Kingdoms, and has not concurred, by Reaſon of his ſaid Abſence, in ſuch Ways and Means, as by the Counſel learned, *&c.* was adviſed for Sale of Part of the ſaid Viſcount's Lands, or for the paying or ſecuring any of the ſaid Debts thereby, inſomuch that the ſame Debts do daily increaſe by Addition of Intereſt, that in a ſhort Time the ſaid Viſcount and his Family will be in great Danger to be ruined, and yet ſeveral of his Creditors be defeated and defrauded of their Debts: **May**, &c. at the humble Suit of the ſaid Viſcount, as well on the Behalf of himſelf as of his Creditors, to vouchſafe that it may be enacted, **And be it Enacted** by, *&c.* That the Manors, *&c.* lying, *&c.* in the County of *K.* with their, *&c.* Rights, *&c.* together with, *&c.* ſhall from and after the —— Day of, *&c.* be actually veſted and ſettled in *C. H. J. P.* and *O. G.* their Heirs and Aſſigns, and that from and after the ſaid —— Day of, *&c.* they the ſaid (*Truſtees*) ſhall be adjudged and taken to be ſeiſed thereof, and of every Part, *&c.* to them and their Heirs, and may hold and enjoy the ſame free from any Eſtates, Uſes, Limitations, Remainders, Charges or Proviſoes, had and made in and by the ſaid Indenture *Quadripartite* of the, *&c.* (other than ſuch Annuities, or Rent-charges as are thereby charged on the Premiſſes, and hereafter particularly expreſſed and provided for,) or in and by the ſaid Indenture of Bargain and Sale of the, *&c.* to the ſaid *A. S.* and his Heirs: **Upon Truſt nevertheleſs** that the ſaid (*Truſtees*) and the Survivors, *&c.* ſhall by Sale thereof, or any Part thereof, raiſe the Sum of 10000 *l.* of, *&c.* or ſo much as the ſaid Lands will yield, to be ſold for the Diſcharge of the ſeveral Sums hereafter mentioned, (that is to ſay) The Sum of, *&c.* and all ſuch other Debts and Intereſt as the ſaid Viſcount does now owe: **And be it further Enacted** by, *&c.* that if any Sum or Sums of Money ſhall remain in the Hands of the ſaid Truſtees, or any of them, from and after the Satisfaction of the ſaid reſpective Debts with Intereſt, then the ſaid Truſtees, *&c.* (deducting, *&c.* Expences, *&c.*) ſhall and are hereby injoined and required to apply and diſpoſe of the ſaid Monies ſo remaining in their Hands, and the yearly Increaſe thereof, after the Deceaſe of the ſaid Viſcount, to the Sale, Uſe and Benefit of ſuch Iſſue or Heir, to whom the ſaid Lands hereby enacted to be ſold, ſhould or ought to have deſcended and come after the Death of the ſaid Viſcount and Viſcounteſs, by the Intent and true Meaning of the ſaid recited Indenture *Quadripartite*: **Provided always**, that nothing herein contained ſhall extend to impeach or make void one Rent-charge of, *&c.* with the Arrearages thereof charged upon the Premiſſes (among other Lands) by the ſaid Indenture *Quadripartite*, and payable to, *&c.* nor to impeach or make void one other Rent-charge, *&c.* but that the ſaid reſpective Annuities or Rents and Arrears ſhall be continued payable and recoverable, according to the Purpoſe of the ſaid Indenture *Quadripartite*, and as the ſame were and ſhould have been before the Paſſing of this Act; any Thing, *&c.* notwithſtanding.

Viſcounteſs *J.* dead.

Viſcount married to *M.*

Not able to pay Debts without an Act of Parliament.

A Daughter and Heireſs born.

A. S. ran away, has not concurred in raiſing Money to pay Debts.

Ill Conſequence.

Enacted, That the Premiſſes be veſted in new Truſtees to ſell, to raiſe and pay the Debts.

Surplus how to be applied.

Proviſo, that Premiſſes ſhall ſtand charged with Annuities.

An Act to enable Truſtees to cut and ſell Timber on the Eſtate late of A. H. *Eſq; deceaſed, and for applying the Money thereby ariſing towards Payment of his younger Childrens Portions provided by his Marriage Settlement, and alſo for transferring certain Eſtates by the ſame Settlement, now veſted in* R. N. *Eſq; to other Truſtees on the ſame Truſts.*

A. H.'s Marriage Settlement.

Whereas *A. H.* late of, *&c.* (now deceaſed) in Conſideration of a Marriage to be had between him and *M. B.* one of the Daughters of, *&c.* (and which was accordingly had and ſolemnized between them) by Indentures of Leaſe and Releaſe, the Leaſe bearing Date, *&c.*

&c. and the Releaſe being *Quinquepartite* bearing Date, *&c.* and made, or mentioned to be made between, *&c.* did convey and ſettle the ſeveral Manors and Lordſhips of, and certain Farms, Woods and Lands in *H. &c.* and alſo the Rectory or Parſonage of *N. &c.* unto and upon them the ſaid *P. B.* and Earl of *A.* and their Heirs, to the ſeveral Uſes, Intents and Purpoſes therein and herein after mentioned, (that is to ſay) To the Uſe of the ſaid *A. H.* and his Heirs, until the ſaid intended Marriage ſhould take Effect and be ſolemnized; and from and after the Solemnization thereof, to the Uſe of the ſaid *A. H.* and his Aſſigns, for the Term of 99 Years, if he ſhould ſo long live, without Impeachment of Waſte; and from and after the Determination of that Eſtate, then as to the ſaid Rectory, *&c.* to the Uſe of the ſaid *R. B.* and *R. N.* their Heirs and Aſſigns, upon Truſt for raiſing Maintenances and Portions for the Daughters and younger Sons of the ſaid *A. H.* by the ſaid *M.* and from and after the Determination of the ſaid Term of 99 Years, then as to all the Reſidue of the ſaid Premiſſes, to the Uſe of the ſaid *M. B.* his intended Wife, for her Life; and from and after the Deceaſe of the ſaid *A. H.* and *M. B.* to the Uſe of the ſaid *R. B.* and *R. N.* their Executors, Adminiſtrators and Aſſigns, for the Term of 500 Years, upon Truſt, for the better raiſing the Maintenances and Portions for the ſaid Daughters and younger Sons: And after the Determination of the ſaid Term of 500 Years, then to the Uſe of the firſt, and all other the Sons of the ſaid *A. H.* on the ſaid *M. B.* in Tail Male; and for Default of ſuch Iſſue, to the Uſe of the ſaid *R. W.* and *J. H.* their Executors, Adminiſtrators and Aſſigns, for the Term of 1000 Years, upon Truſt, for raiſing Maintenances and Portions for the Daughters of the ſaid *A. H.* by the ſaid *M. B.* in Caſe of Failure of Iſſue Male; and after the Determination of the ſaid Term of 1000 Years, then to the Uſe of the ſaid *A. H.* his Heirs and Aſſigns for ever: **And whereas** the ſaid *A. H.* in and by the ſaid recited Indenture of Releaſe, did bargain, ſell and aſſign unto the ſaid *R. B.* and *R. N.* their Executors, *&c.* all that, *&c.* To hold the ſame unto the ſaid *R. B.* and *R. N.* their Executors, *&c.* from thenceforth, for and during all the then Reſidue of a Term of 21 Years, thereof granted to the ſaid *A. H.* by *G.* by Indenture dated, *&c.* and the ſaid *A. H.* did alſo by the ſaid recited Indenture of Releaſe bargain, ſell and aſſign unto the ſaid *R. B.* and *R. N.* their Executors, *&c.* all that, *&c.* to hold unto the ſaid *R. B.* and *R. N.* their Executors, *&c.* unto, and to the Uſe of them the ſaid *R. B.* and *R. N.* their Executors, *&c.* for and during the natural Lives of Sir *A. H.* Sir *G. D. F.* and *T. T.* and the Life of the longeſt Liver of them, by Virtue of an Indenture of Leaſe, bearing Date, *&c.* made and granted by, *&c.* which ſaid Premiſſes in, *&c.* were ſo aſſigned unto the ſaid *R. B.* and *R. N.* upon Truſt alſo, for the better raiſing Maintenances and Portions for the Daughters and younger Sons of the ſaid *A. H.* by the ſaid *M.* **And whereas** the ſaid *A. H.* by Virtue of a Power to him in that Behalf given and granted, did alſo, in and by the ſaid recited Indenture of Releaſe, limit unto the ſaid *M. B.* for her Life, all that, *&c.* **And whereas** in and by the ſaid Indenture of Releaſe it is provided, that if the ſaid *A. H.* ſhould at the Time of his Deceaſe have any Iſſue Male by the ſaid *M. B.* and ſhould have any other Child or Children by her, then the ſaid *R. B.* and *R. N.* their Heirs, *&c.* ſhould raiſe the Sum of 5000 *l.* for the Portion of one Daughter or younger Son, if but one; and the Sum of 7000 *l.* for the Portions of two; and if more than two, then the Sum of 10000 *l.* for their Portions, as by the ſaid recited Indentures of Leaſe and Releaſe, Relation, *&c.* **And whereas** the ſaid *A. H.* is lately deceaſed, and hath left by the ſaid *M.* his Wife, (who is ſtill living) ſeven Children, *viz.* Four Sons and Three Daughters, and the eldeſt is not Eight Years of Age: **And whereas** there are great Quantities of Wood and Timber, now growing in and upon the Woods and Lands, conveyed and limited by the ſaid Settlement, which are now of full Growth, and if not ſpeedily felled and cut down will periſh and decay; and there are other Woods wherein the Timber Trees grow ſo thick, or near each other, that unleſs Part thereof be felled and cut down, the Growth of the whole will be ſpoiled or damnified: And therefore the ſaid *A. H.* did within Twelve Months before his Death fell and cut down ſome of the ſaid Woods and Timber to a conſiderable Value, and did intend yearly to have felled and cut down more of the ſaid Wood and Timber, to the like or greater Value; and therefore it is the Opinion and Advice of ſeveral of the neareſt Relations of the ſaid *A. H.* that it will be for the Advantage of his eldeſt Son, that ſuch of the ſaid Woods and Timber on the ſaid Lands and Grounds as are now of full Growth, ſhould be felled and cut down, and that ſuch of the ſaid Woods as are too thick, ſhould be thinned and cut for the Advantage of the ſame Woods, ſo as the Monies thereby ariſing be paid unto ſome Truſtees, to be by them paid and applied for and towards the Portions of the younger Children of the ſaid *A. H.* and as Part of the ſaid Sum of 10000 *l.* ſecured to be paid them, as aforeſaid: **Wherefore** your Majeſty's moſt dutiful and loyal Subject the ſaid *M. H.* for and on the Behalf of her eldeſt Son *A. H.* doth moſt humbly beſeech your moſt excellent Majeſty, that it may be Enacted, **And be it Enacted** by, *&c.* that it ſhall and may be lawful for *J. P.* and *M. A.* and they the ſaid *(Truſtees)* ſhall have full Power and Authority, at any Time or Times hereafter, during the Minority of the eldeſt Son and Heir for

Uſes to *A. H.* for 99 Years, if he lives ſo long; after a Rectory, upon Truſt to raiſe Portions for younger Sons, *&c.*

A Term for raiſing Portions for younger Children.

A Term for raiſing Daughters Portions.

Premiſſes aſſigned in Truſt for raiſing Portions for the Daughters and younger Sons.

A. H. by a Power to him granted, limited Premiſſes to *M. B.* for Life.

Proviſo, as to Portions of Iſſue Male, and other Children.

Great Quantities of Wood fit to be cut down.

A. H. before his Death did cut ſome, *&c.*

Advantage of cutting the ſame.

Enacted, That the Truſtees may cut down and ſell the Wood.

for the Time being, of the ſaid *A. H.* deceaſed, by themſelves, Workmen and Agents to enter and come into and upon the Premiſſes, to view the ſaid Woods, Timber and Trees, and to fell, cut down, meaſure, ſquare, cord and carry away the ſame with Carts and other Carriages, and for the beſt Price that can be got to ſell all or any Part of ſuch Wood and Timber now growing, or being in or upon all or any of the Woods, Wood Lands or other Lands, Cloſes or Grounds (not held by the Leaſes aforeſaid) conveyed, limited or ſettled by the ſaid *A. H.* as aforeſaid, as they the ſaid Truſtees or the Survivors or Survivor of them ſhall think proper, ſo as the ſame be not in any regular Walks, or near to or commodious for the ſaid Manſion Houſe, called the *G.* and alſo to fell and cut down, meaſure, ſquare, cord and carry away, as aforeſaid, and in like Manner ſell ſuch other Timber and Trees as ſhall be thought proper and convenient for thinning the ſaid Wood or Trees, where the ſame ſhall appear to be, or to grow too thick, and thereby obſtruct, hinder or prejudice the Growth of the ſame Woods, Timber or Trees. **Provided always**, That all and every the Sum and Sums of Money to be raiſed and paid for ſuch of the ſaid Woods and Timber as ſhall be felled and cut, and ſold, as aforeſaid, ſhall be actually paid unto the ſaid *J. P.* and *M. A.* or the Survivors, *&c.* or to ſuch Perſon or Perſons as they ſhall for that Purpoſe direct or appoint: And it is hereby further Enacted by the Authority aforeſaid, That it ſhall and may be lawful for, and they the ſaid *J. P.* and *M. A.* and the Survivors, *&c.* ſhall have full Power and Authority, (with the Approbation and Conſent of the ſaid *M. H.* during her natural Life, and afterwards at their own Diſcretion) from Time to Time to place and put out at Intereſt, all the Monies that ſhall be ſo raiſed and paid for the ſaid Wood and Timber, on ſuch Mortgages and Parliamentary or other Securities, as they ſhall think fit, until the ſaid Money ſhall be paid, for or towards the Portion or Portions of one or more of the ſaid younger Children of the ſaid *A. H.* as aforeſaid; and alſo from Time to Time, until ſuch Mortgage or Mortgages, or other Security or Securities can be found, to pay and depoſit the ſaid Monies, or any Part thereof, unto and with ſuch Perſon or Perſons, or in ſuch Place or Places, for ſafe Cuſtody, as they the ſaid Truſtees, or the major Part of them ſhall agree upon, and for that Purpoſe direct or appoint; and that they the ſaid *J. P.* and *M. A.* ſhall not be anſwerable for, or liable to make good any Loſs of any Monies that ſhall or may happen in the Sale of any Wood or Timber, or in any ſuch mortgaging, placing out, diſpoſing or depoſiting as aforeſaid; and that they ſhall or may defray the Charges of this Bill, and reimburſe and repay themſelves reſpectively, all ſuch Coſts and Charges, as they ſhall or may pay, expend, or be put unto, in or about the Execution of the Truſts hereby repoſed in them, or any Thing relating thereunto, out of the ſaid Truſt Monies, or the Intereſt thereof; and that they ſhall not be anſwerable for one another's Acts, Receipts, Payments, Defaults or Miſcarriages; and alſo, that they the ſaid *J. P.* and *M. A.* do and ſhall pay and apply the ſaid Monies, and the Intereſt and Proceed thereof (after Deduction of the Coſts and Charges aforeſaid) for and towards the Portion or Portions of one or more of the ſaid younger Children of the ſaid *A. H.* as aforeſaid, and as Part, or in full of his, her or their Share or Proportion of the ſaid Sum of 10000 *l.* ſo ſecured to be paid by the ſaid Settlement, as aforeſaid; the ſame to be paid unto him, her or them, at ſuch Time or Times, and ſo and in ſuch Manner, as his, her or their Portion or Portions, Share or Shares of the ſaid 10000 *l.* is or are appointed to be paid by the ſaid Settlement: **And whereas** the ſaid *R. B.* is now deceaſed, whereby the Premiſſes reſpectively limited and aſſigned unto them the ſaid *R. B.* and *R. N.* their Heirs, *&c.* as aforeſaid, are now ſolely veſted in the ſaid *R. N.* by Right of Survivorſhip: **And whereas** the ſaid *R. N.* never executed the ſaid Deed of Settlement, and is now unwilling to act in the Truſts thereby repoſed in him, but is ready and willing to convey and aſſign the ſaid Premiſſes ſo limited and aſſigned unto, and now ſolely veſted in him as aforeſaid, unto any other Perſons, on and under the ſame Truſts, as are thereof limited and declared in any by the ſaid Deed of Settlement: **Be it therefore further Enacted** by the Authority aforeſaid, That the ſaid Rectory or Parſonage of *N.* with the Tithes, *&c.* in and by the ſaid recited Indenture of Releaſe conveyed, limited or aſſigned reſpectively unto them the ſaid *R. B.* and *R. N.* their Heirs, *&c.* reſpectively, and now veſted in the ſaid *R. N.* by Survivorſhip, and all the Eſtate, *&c.* of him the ſaid *R. N.* of, in and to the ſame Truſt Premiſſes, ſhall from henceforth be veſted and ſettled in and upon, and are hereby veſted and ſettled in and upon the ſaid *J.* Earl *P.* and *R. H.* their Heirs, *&c.* To have and to hold, all and ſingular the ſame Premiſſes, unto the ſaid *J.* Earl *P.* and *R. H.* their Heirs, *&c.* reſpectively, from henceforth, for and during the ſeveral Eſtates, Terms and Intereſts therein reſpectively limited, created and aſſigned, in and by the ſaid recited Indenture of Releaſe, upon the ſame Truſts nevertheleſs, and to and for the ſame Uſes, Intents and Purpoſes, and with the ſame Powers as are thereof limited, expreſſed, declared and granted, in and by the ſame Indenture of Releaſe: **Saving**, &c. Adminiſtrators and Succeſſors, (other than and except the ſaid *M. H.* and the ſeveral Sons of the ſaid *A. H.* and the Heirs Male of their ſeveral and reſpective Bodies, and the Heirs in Fee-ſimple, or in Tail of the ſaid *A. H.* and alſo except the ſaid *R. N.* his Heirs, Executors and Adminiſtrators), all ſuch Eſtates, *&c.*

Provided the Money be paid to the Truſtees.

Truſtees to put out the Money till Portions paid to younger Children.

Truſtees not to be liable for Loſſes.

Coſts to be defrayed.

Truſtees to pay the Reſidue of the Portions of the younger Children.

Recital, *R. B.* dead, *R. N.* Survivor.

R. N. unwilling to act in the Truſts, but is willing to aſſign the ſame.

Enacted, that Premiſſes limited to ſaid *R. B.* and *R. N.* ſhall now be veſted in the ſaid *J.* Earl *P.* and *R. H.* to the Uſes and Truſts in the Settlement.

An Act to amend ſeveral Defects in an Act of Parliament made in the —— Year of the Reign of, &c. *intitled, An Act to enable* T. B. *Eſq; an Infant, with the Conſent of his Guardians and next Relations, to make a Contract for the Buying in his Mother's Jointure, and to ſell a ſmall Eſtate in* G. A. *in the County of* H. *and likewiſe for the ſecuring and raiſing a Portion for* B. B. *Spinſter, Siſter of the ſaid* T. B. *and for other Purpoſes in the ſaid Act mentioned; and to enable the ſaid* T. B. *to raiſe Monies, and to make Leaſes, for the Purpoſes in the preſent Act mentioned.*

Recital of an Act of Parliament, therein reciting that *S. B.* died and left Iſſue unprovided for.

WHereas by an Act of Parliament made in the —— Year, *&c.* intitled, An Act, *&c.* (*ut ſupra*) reciting (among other Things) That *S. B.* Eſq; deceaſed, who was the eldeſt Son and Heir of Sir *T. B.* of, *&c.* did depart this Life, leaving Iſſue by *M.* his Wife, Daughter of the Right Honourable *G.* late Viſcount *G.* deceaſed, and then the Wife of *D. C.* Eſq; one only Son named *T. B.* then an Infant of about the Age of 18 Years, and one only Daughter named *B. B.* and likewiſe reciting, that the ſaid *B. B.* was left unprovided for; but that the ſaid *T. B.* the Infant, by Virtue of a Marriage Settlement made upon his ſaid late Father's Marriage, by Indenture *Quadripartite*, bearing Date, *&c.* and by Fine levied purſuant to the Covenants in the ſame Indenture contained, was intitled to an Eſtate in Tail Male in Remainder, expectant upon the Deceaſe of the ſaid Sir *T. B.* his Grandfather, of and in all that the Manor of, *&c.* in the County of *H.* and was likewiſe intitled to an Eſtate in Tail Male in Remainder, expectant upon the Deceaſe of the ſaid *M. C.* his Mother, of and in all that, *&c.* in *H.* ſettled by the ſaid Indenture of Marriage Settlement and Fine upon the ſaid *M.* for her Life for her Jointure; and likewiſe reciting, That the ſaid *T. B.* was in Treaty with the ſaid *D. C.* and *M.* his Wife, for the purchaſing in of her ſaid Jointure, to the Intent that the ſaid *T. B.* might be thereby enabled to make a Settlement upon ſuch Woman as he ſhould after marry; but that the ſaid *T. B.* was diſabled, by Reaſon of his Infancy, to perfect the ſaid Treaty; **It was** (amongſt other Things) **thereby Enacted**, That for the making ſome Proviſion for the ſaid *B. B.* who before that Time was left deſtitute and wholly unprovided for as aforeſaid, the ſaid ſeveral Manors and Premiſſes ſhould be reſpectively chargeable with and liable to the Payment of the ſeveral Sums of 1000 *l.* and 2000 *l.* in the Whole amounting to 3000 *l.* with Intereſt for the ſaid reſpective Sums, at the Times and in Manner as in the ſaid Act in that Behalf is mentioned, as and for a Portion for the ſaid *B. B.* or to that or the like Effect: **And it was thereby further Enacted**, That the ſaid *T. B.* ſhould be wholly reſtrained and diſabled, and was thereby during his Life-time wholly reſtrained and diſabled from levying any Fine, or ſuffering any Common Recovery, or making any other Conveyance of all or any of the Manors, Lands, Tenements or Hereditaments in the ſaid Marriage Settlement contained, whereby to prejudice any of his Iſſue, or bar or diſcontinue any of the Remainders or Reverſions limited or created by the ſaid Marriage Settlement; as in and by the ſaid Act of Parliament, Relation, *&c.* **And whereas** the ſaid Sir *T. B.* being ſeiſed of the Reverſion in Fee of and in the ſaid ſeveral Manors and Premiſſes expectant upon the Deceaſe of the ſaid *T. B.* his Grandſon without Iſſue Male of his Body, did by Indentures of Leaſe and Releaſe, bearing Date, *&c.* convey and ſettle the ſaid Reverſion to the Uſe of himſelf for Life, with divers Remainders over, with a Power in the ſaid laſt mentioned Indenture of Releaſe reſerved to the ſaid Sir *T. B.* for revoking all and every the Uſes and Limitations in the ſame laſt mentioned Indenture contained, and by any Deed or Deeds in Writing by the ſaid Sir *T. B.* to be ſigned and ſealed in the Preſence of two or more credible Witneſſes, to limit, declare or appoint any new or other Uſes, Eſtates, Truſts or Powers of or concerning the ſaid Reverſion of and in the ſaid ſeveral Manors and Premiſſes: **And whereas** the ſaid *T. B.* having intermarried with *J.* his now Wife, the Daughter of *E. B.* Widow, and Grandaughter of *H. W.* Eſq; did out of his ſaid Wife's Portion, which was 5000 *l.* pay unto his ſaid Siſter *B. B.* 1000 *l.* Part of her ſaid Portion, and employed the Reſidue of the ſaid 5000 *l.* in purchaſing in of his ſaid Mother's Jointure; and before ſuch his Intermarriage as aforeſaid, did by Indenture *Tripartite*, bearing Date, *&c.* limit the ſaid purchaſed Premiſſes, which were formerly his ſaid Mother's Jointure, unto the ſaid *J.* his now Wife for her Life for her Jointure: **And whereas** the ſaid Sir *T. B.* by his laſt Will and Teſtament in Writing, bearing Date, *&c.* atteſted, *&c.* taking Notice of ſuch his Power of Revocation as aforeſaid, did revoke and make void all and every the Uſes, Eſtates and Truſts limited and declared in and by the ſaid in Part recited Indenture of Releaſe, bearing Date, *&c.* of and concerning the ſaid ſeveral Manors, Lands and Premiſſes therein contained, and did thereby give, deviſe, diſpoſe of

Treaty for purchaſing in a Jointure to make a Settlement on Marriage.

Proviſion for *B. B.*

T. B. is diſabled from levying a Fine, *&c.*

Sir *T. B.* conveys his Reverſion to Uſes, with Power of Revocation.

T. B.'s Marriage.

Paid Part of his Siſter's Portion, *&c.*

Sir *T. B.*'s Revocation and now Appointment.

of and appoint (*inter alia*) all and every his Freehold Manors, &c. not before in and by his ſaid Will otherwiſe diſpoſed of, in the ſeveral Counties of *H. E.* and *M.* whereof he the ſaid Sir *T. B.* had any Power to diſpoſe, To hold unto and to the Uſe of his Brother *E. B.* Eſq; his Heirs and Aſſigns for ever; *Nevertheleſs in Truſt* to pay all the Debts, with the Funeral Charges of him the ſaid Sir *T. B.* in the firſt Place; and afterwards to pay all Portions, Maintenances, Annuities, and Yearly and other Sums of Money given or to be given in and by his ſaid Will, or any Codicil then after to be annexed to or made Part thereof, and ſo ſubject as aforeſaid, *To and for the only Uſe* and Benefit of the ſaid *E. B.* his Heirs and Aſſigns; and the ſaid Sir *T. B.* in and by his ſaid Will did give and bequeath unto his Wife Dame *S. B.* for ſo long Time after his Deceaſe as ſhe ſhould remain a Widow, one Annuity or yearly Sum of 100 *l.* to be paid in Manner as therein mentioned; and did thereby alſo give and bequeath unto *L. S.* Widow, if ſhe ſhould remain a Widow at the Time of his Deceaſe, one other Annuity or Yearly Sum of 10 *l.* for and during ſo long Time from henceforth as ſhe ſhould continue a Widow, to be paid and to begin in Manner alſo as therein is mentioned; and in and by his ſaid Will did alſo give and deviſe unto *S. B.* his only Child by the ſaid Dame *S. B.* ſeveral Maintenances reſpectively, commencing as ſhe ſhould arrive at the ſeveral Ages in the ſaid Will in that Behalf expreſſed; and in caſe of her Marriage or Attainment of the Age of 21 Years, did thereby give to her his ſaid Daughter ſuch Portion and Portions as is therein alſo mentioned: By which ſaid Will the ſaid Sir *T. B.* did likewiſe give away the Furniture of the capital Meſſuage in *W. P.* aforeſaid, and all the Reſidue of his Perſonal Eſtate from the ſaid *T. B.* and of his ſaid Will did conſtitute and appoint the ſaid Dame *S. B.* and *E. B.* joint Executors, and ſome Time after died: **And whereas** the ſaid *L. S.* is ſince dead, but the ſaid Dame *S. B.* is ſtill living and unmarried, and hath ſo remained ever ſince the Deceaſe of the ſaid Sir *T. B.* **And whereas** the ſaid *S. B.* the only Child of the ſaid Sir *T. B.* by the ſaid Dame *S.* departed this Life unmarried, and ſoon after the Deceaſe of the ſaid Sir *T. B.* being at the Time of ſuch her Deceaſe of the Age of about ten Years: **And whereas** at the Time of the Deceaſe of the ſaid Sir *T. B.* the ſaid Capital Meſſuage, together with the Gardens and Out-houſes thereunto belonging, ſo ſettled upon the ſaid *T. B.* as aforeſaid, and the *Park-pale* and other the ſaid Premiſſes, were very much out of Repair, on which Account the ſaid *T. B.* hath been forced to expend great Sums of Money in the neceſſary Repairs and Furniture thereof: **And whereas** the ſaid *E. B.* is ſince alſo departed this Life, having firſt made his laſt Will and Teſtament in Writing, bearing Date, &c. whereby (among other Things) the ſaid *E. B.* did give and deviſe to *J. B.* Eſq; eldeſt Son of *R. S. B.* Eſq; deceaſed, a younger Son of the ſaid Sir *T. B* his Heirs, &c. for ever, all the Eſtate both Real and Perſonal whatſoever of him the ſaid *E. B.* not thereby otherwiſe diſpoſed of, as ſhould remain after his Funeral Charges, Debts and Legacies fully paid, and of his ſaid Will made the ſaid *J. B.* ſole Executor: **And whereas** the Debts, as well of the ſaid Sir *T. B.* as of the ſaid *E. B.* due from them reſpectively at the Time of their reſpective Deceaſe, were very inconſiderable, if any, and the ſaid Debts, and alſo their Funeral Charges and Legacies, are fully paid and ſatisfied: **And whereas,** before the making of the ſaid before in Part recited Act of Parliament, neither the ſaid *T. B.* or his ſaid Eſtates, or any Part thereof, was or were in any Sort ſubject or liable to the Payment of the ſaid 3000 *l.* or any Part thereof, or any Monies whatſoever, for the Portion of the ſaid *B. B.* or otherwiſe; but the ſaid *T. B.* in Kindneſs to his ſaid Siſter, was induced to conſent that his ſaid Eſtates ſhould be incumbered with the ſaid 3000 *l.* **And whereas** the ſaid *T. B.* has no Eſtate left him by his ſaid Father or Grandfather, or any other Eſtate whatſoever whereby to raiſe the ſaid 3000 *l.* or any Part thereof, other than what is compriſed in the ſaid firſt recited Marriage-Settlement: **And whereas** the ſaid Act of Parliament hath not only charged the ſaid Eſtates of the ſaid *T. B.* with the ſaid Sum of 3000 *l.* payable to his ſaid Siſter as aforeſaid, but hath likewiſe at the ſame Time deprived the ſaid *T. B.* from any Means of raiſing the ſame by mortgaging or diſpoſing of any Part thereof, altho' the ſaid *T. B.* were it not for the ſaid Act of Parliament, would, upon the Deceaſe of his ſaid Grandfather the ſaid Sir *T. B.* by Virtue of the ſaid in Part firſt recited Marriage Settlement, have had an abſolute Power over the ſaid Eſtates, not only to mortgage, but to diſpoſe of the ſame at his Will and Pleaſure, as being Tenant thereof in Tail Male in Poſſeſſion, and by that Means enabled to have ſuffered a Common Recovery of the ſame: **And whereas** the ſaid *T. B.* by the herein before in Part recited Act of Parliament, is impowered, when in actual Poſſeſſion of all or any of the ſaid ſeveral and reſpective Manors, &c. by way of leaſing, mortgaging or ſelling the ſame, or any Part thereof, ſo as the ſame be without Prejudice to any Jointure which he ſhould at any Time then after make of any Part of the ſaid Premiſſes, to raiſe any Sum or Sums of Money, not exceeding in the Whole the Sum of 4000 *l.* for or towards the preſent Maintenance or Proviſion of any younger Child or younger Children which the ſaid *T. B.* ſhould then after have; by which ſaid Words of *younger Child or younger Children*, it may be doubted whether the eldeſt Daughter, or only Iſſue of the ſaid *T. B.* (in Caſe ſuch Iſſue be a Daugh-

L. S.'s Death, &c.

The only Child of Sir *T. B.* dead unmarried.

T. B. at great Expences in Repairs, &c

E. B.'s Death. His Will.

No Debts.

T. B. in Kindneſs to his Siſter incumbered his Eſtate with her Portion.

The ſaid Eſtate chargeable with ſaid Portion, and deprives him of raiſing the ſame by Mortgage, &c.

But may raiſe Money for younger Children.

Doubtful Words.

a Daughter) may be intitled to any Proviſion at all by Virtue of the ſaid in Part recited Act: **And whereas** the ſaid *B. B.* is lately dead, having left the ſaid *T. B.* and *K.* now the Wife of *G. B.* Executors of her Will, and the ſaid *T. B.* Reſiduary Legatee, and by her ſaid Will hath given ſeveral conſiderable Legacies, and was likewiſe much indebted to ſeveral Perſons at the Time of her Deceaſe: **And whereas** the Creditors and Legatees of the ſaid *B. B.* are very preſſing upon the ſaid *T. B.* for the Payment of their ſaid reſpective Debts and Legacies out of the Monies ſo charged upon the ſaid *T. B.*'s ſeveral Eſtates, by virtue of the ſaid before in Part recited Act of Parliament as aforeſaid, (ſhe leaving no other Aſſets or Eſtate whatſoever other than the ſaid Portion); which ſaid Act of Parliament, by the ſaid reſtraining Clauſe therein contained, does diſable the ſaid *T. B.* from raiſing the ſaid 3000 *l.* or any Part thereof, by making of any Mortgage or other Security upon the ſaid Manors and Premiſſes, or any Part thereof; and ſhould the ſame be raiſed by ſequeſtring the Rents and Profits of the ſaid Manors and Premiſſes, the ſaid *T. B.* would be thereby deprived of all Subſiſtence, having no other Eſtate to raiſe the ſame as aforeſaid: **And whereas** 2000 *l.* of the ſaid Sum of 3000 *l.* (being the Portion of the ſaid *B. B.*) remains unpaid, with an Arrear of Intereſt for the ſame: **And whereas** the ſaid *T. B.* hath laid out 2000 *l.* and upwards in neceſſary Reparations and laſting Improvements upon the ſaid Manſion-houſe and Premiſſes: **Wherefore,** for amending the Defect in the ſaid in Part recited Act of Parliament, relating to ſuch Proviſion for the Younger Children of the ſaid *T. B.* as aforeſaid, and to the Intent to enable the ſaid *T. B.* to raiſe any Sum or Sums of Money, not exceeding in the Whole the Sum of 3500 *l.* for the Purpoſes herein after mentioned: **Be it,** at the humble Petition of the ſaid *T. B.* and *J.* his now Wife, and the ſaid Dame *S. B.* and *J. B.* **Enacted** by, *&c.* That as to the ſaid Sum of 4000 *l.* which the ſaid *T. B.* is enabled to raiſe by virtue of the ſaid in Part recited Act of Parliament, as and for a Proviſion for Younger Children as aforeſaid, and likewiſe by virtue of the Power thereby given for raiſing the ſame, the ſaid *T. B.* his Executors, *&c.* ſhall and may give, appoint and pay the ſaid Sum of 4000 *l.* or ſuch Part thereof as he ſhall think fit, to his eldeſt or only Daughter, if he ſhall have but one Daughter, or unto and amongſt any of his Children (except his eldeſt Son or only Son) in ſuch Manner and in ſuch Proportion as by the ſaid *T. B.* his Executors, *&c.* ſhall in that Behalf be thought fit and declared by any Writing or Writings under his, their or or any of their Hands and Seals, atteſted by two or more credible Witneſſes: **And** to the Intent to enable the ſaid *T. B.* to raiſe any Sum or Sums of Money, not exceeding in the whole the Sum of 3500 *l.* for diſcharging his ſaid Siſter's Portion, and the Debts and Legacies whereto the ſame is liable, with the Intereſt grown due for the ſaid Portion, and towards reimburſing him the ſaid *T. B.* the Monies which he hath laid out in the neceſſary Reparations and laſting Improvements upon the ſaid Premiſſes as aforeſaid; **It is hereby** (at ſuch humble Requeſt, and by ſuch Conſent of the ſaid *T. B.* and *J.* his Wife, and the ſaid Dame *S. B.* and *J. B.* as aforeſaid) **further Enacted** by the Authority aforeſaid, That all and every the ſaid ſeveral Manors, *&c.* firſt herein before recited, compriſed, other than and except ſuch of the ſaid Manors, *&c.* as are limited in Jointure by the ſaid *T. B.* to the ſaid *J.* his now Wife, in and by the herein before mentioned Indenture *Tripartite*, bearing Date, *&c.* for and in reſpect only of the Eſtate for Life therein of her the ſaid *J.* ſhall be veſted, and are hereby Enacted ſo to be from and after the ——— Day of ——— in *G. T.* of, *&c. W. P. W.* of, *&c. G. D.* of, *&c.* and *J. S.* of, *&c.* their Executors, *&c.* for the Term of 1000 Years, without Impeachment of Waſte, to commence from the ſaid ——— Day of ——— **Upon ſpecial Truſt** and Confidence **nevertheleſs,** that the ſaid *G. T. W. P. W. G. D.* and *J. S.* or the Survivors, *&c.* by one or more Mortgage or Mortgages) to be made without Impeachment of Waſte) of all or any Part of the ſaid ſeveral Manors, *&c.* (excepting as herein before is excepted, with reſpect only to the Eſtate for Life therein of the ſaid *J. B.*) for all or any Part of the ſaid Term of 1000 Years, ſhall, as ſoon as conveniently may be, raiſe the Sum of 3500 *l.* for the diſcharging of all ſuch juſt Debts, with ſuch Intereſt as is or ſhall grow due for the ſame, (if any ſuch Intereſt there ſhall be) which the ſaid *B. B.* did owe at the Time of her Deceaſe, and afterwards of ſuch Legacies as are given by her ſaid Will, with ſuch Intereſt likewiſe as is or ſhall grow due for the ſame, if any ſuch Legacy or Legacies ſhall appear to carry Intereſt, and ſhall pay the Surplus of the ſaid 3500 *l.* into the Hands of the ſaid *T. B.* the Reſiduary Legatee of the ſaid *B. B.* his Executors, *&c.* to his and their own Uſe and Benefit. **And it is hereby Enacted,** That ſuch reſpective Perſon or Perſons, who for the Time being ſhall be reſpectively intitled to the Remainder or Reverſion immediately expectant upon the ſaid Term of 1000 Years, ſhall be intitled to the Equity of Redemption of the ſaid Term. **Provided always,** and it is hereby Enacted, That nothing herein contained ſhall any ways diſable or prevent the ſaid Dame *S. B.* her Executors, *&c.* or any of them, to demand, ſue for or recover, by all or any lawful Ways and Means whatſoever, her full Annuity of 100 *l. per Annum*, ſo to her deviſed by the ſaid in Part recited Will of the ſaid Sir *T. B.* as aforeſaid, out of all

B. B.'s Death. *T. B.* Reſiduary Legatee. Her Creditors and Legatees preſſing. Inconveniency of ſaid Act. Part of *B. B.*'s Portion in Arrear. Repairs, *&c.* Enacted, that the Money to be raiſed by ſaid Act ſhall be paid to *T. B.*'s Children. How he may raiſe Money to pay his Siſter's Portion, Debts and Legacies, *&c.* Who intitled to Equity of Redemption. Dame *S. B.* not to be diſabled from having her Annuity.

or any the Manors, Lands and Tenements therewith charged or chargeable by the ſaid Will, other than the ſaid Manors and Premiſſes compriſed in the before-mentioned Term of 1000 Years, for and in reſpect of the ſaid intended Mortgage only, in the ſame Manner as if this Act had never been made; and that the ſaid Annuity of 100 *l. per Annum* ſhall be no ways deemed or taken to be hereby extinguiſhed or made ſubject to any Apportionment whatſoever.

Clauſe in Favour of Mortgagees.

Provided always, and it is hereby further Enacted, That the Receipt or Receipts, Acquittance or Acquittances, from Time to Time of ſuch Truſtee or Truſtees as aforeſaid, and the Survivors, *&c.* for the ſaid Sum of 3500 *l.* or any Part thereof, ſhall be a good and effectual Diſcharge, both in Law and Equity, to any Perſon or Perſons who ſhall advance the ſaid Sum of 3500 *l.* or any Part thereof; and that ſuch Mortgagee or Mortgagees, their reſpective Executors, *&c.* ſhall not be any ways accountable or reſponſible for the not applying or miſapplying of the ſaid Monies, or any Part thereof, ſo to be raiſed as aforeſaid; but ſhall in every Reſpect be acquitted and diſcharged, both in Law and Equity, by ſuch Receipt or Acquittance ſo to be given as aforeſaid.

What to be raiſed. Charges.

Provided always, That no more than the ſaid Sum of 3500 *l.* and the Intereſt thereof, ſhall in Purſuance of this preſent Act be raiſed for that Purpoſe.

Provided always, and it is hereby further Enacted by the Authority aforeſaid, That the ſaid Truſtee and Truſtees, and each and every of them, their ſeveral Heirs, *&c.* ſhall and may from Time to Time, and at all Times hereafter, in the firſt Place, reimburſe themſelves all the reaſonable Coſts, Charges and Expences which they, or any of them, ſhall reſpectively be put unto or expend in Relation to the Execution of the Truſts, or any of them, hereby in them repoſed, out of the Rents, Iſſues and Profits of the ſaid ſeveral Manors, *&c.* compriſed in the ſaid Term of 1000 Years; and that ſuch Truſtee or Truſtees as aforeſaid, their ſeveral Heirs, *&c.* are to be and ſhall be chargeable only with what Monies they, any or either of them reſpectively ſhall actually receive, and that no one of them ſhall be anſwerable for the Receipts, Acts, Default or Miſcarriage of the other of them.

How Intereſt to be paid.

Provided always, and it is hereby further Enacted, That in caſe the Intereſt of or for the ſaid Sum of 3500 *l.* hereby impowered to be raiſed, or any Part thereof, ſhall be behind or in Arrear by the Space of two Years or upwards after the ſame ſhall become due, then and in ſuch Caſe it ſhall be lawful for the ſaid Truſtees of the ſaid Term, or the Survivors, *&c.* out of the Rents, Iſſues and Profits of all or any Part of the ſaid Premiſſes compriſed in the ſaid Term, other than the ſaid Premiſſes ſo ſettled in Jointure upon the ſaid *J. B.* as aforeſaid, for and in reſpect only of her Eſtate for Life therein as aforeſaid, from Time to Time to raiſe, pay and diſcharge the ſaid Arrear of Intereſt: To which Purpoſe the ſaid Truſtees of the ſaid Term, or the Survivors, *&c.* are hereby impowered and required, from Time to Time, to enter into and upon all and every, or any of the ſaid ſeveral Manors, *&c.* compriſed in the ſaid Term, (other than and except as aforeſaid, for ſuch Eſtate for Life therein of the ſaid *J. B.* as aforeſaid, and other than and except ſuch Part of the ſaid reſpective Premiſſes as ſhall be at ſuch Time or Times in the actual Poſſeſſion of ſuch Mortgagee or Mortgagees thereof as aforeſaid); it being the Intent of this preſent Act, That ſuch Intereſt ſhall be from Time to Time paid, diſcharged and kept down by the ſaid *T. B.* for the Benefit of ſuch Perſon and Perſons as ſhall be intitled to the ſaid reſpective Premiſſes after his Deceaſe: **And whereas** there is a very ſmall Slip of Ground in or near, *&c.* at *W.* aforeſaid, containing, *&c.* which Slip of Ground is now in the Tenure of, *&c.* and belongs to, or lies near the ſaid Manor of *W.* and is included in the firſt herein before in Part recited Marriage Settlement: **And whereas** the ſaid Slip of Ground, by Reaſon of ſeveral Tenements, Warehouſes or Malt-ſhops, having been lately built and erected on a Piece of Ground contiguous to the ſame, is capable of being improved with reſpect to the yearly Rent thereof, in caſe the ſame could be let for Lives, or any long Term of Years; but the ſaid *T. B.* by virtue of the ſaid in Part recited Act of Parliament, is reſtrained from leaſing the ſaid Slip of Ground, as being Part of the ſaid Premiſſes included in the ſaid firſt in Part recited Marriage Settlement, for any Term of Years exceeding 21 in Poſſeſſion: **Now** to the Intent to enable the ſaid *T. B.* to improve the yearly Rent of the ſaid Slip of Ground, by making long Leaſes thereof in Manner herein after mentioned, **It is**, at ſuch humble Requeſt, and by ſuch Conſent of the ſaid *T. B.* and *J.* his Wife, and the ſaid Dame *S. B.* and *J. B.* as aforeſaid, **hereby further Enacted**, That it ſhall and may be lawful to and for the ſaid *T. B.* from Time to Time, and at any Time and Times during his natural Life, to lett and demiſe the ſaid Slip of Ground, or any Part or Parts thereof with the Appurtenances, by one or more Leaſe or Leaſes to any Perſon or Perſons whatſoever, for any Term or Terms or Number of Years either in Poſſeſſion, or by way of future Intereſt, either abſolute or determinable upon any Life or Lives, ſo as ſuch Leaſe or Leaſes do not in the Whole exceed 60 Years at one Time from the making thereof, and ſo as an annual Rent, not under 40 *s.* be reſerved on every ſuch Leaſe and Leaſes, payable from the Commencement thereof, Half-yearly, by equal Portions, without any Fine or Income to be had or taken in reſpect of any ſuch Leaſe or Leaſes, and ſo as ſuch Leaſe and Leaſes be not made diſpuniſhable of Waſte;

A Slip of Ground reſtrained by ſaid Act from being leaſed for longer than 21 Years.

Now *T. B.* may make Leaſes for Lives or ſixty Years.

and that in all and every ſuch Leaſe and Leaſes there be a Power or Condition of Re-entry, in caſe of Non-payment of the Rent thereby reſerved, and ſo as Counterparts of all and every ſuch Leaſe and Leaſes be made and duly executed by all and every ſuch Leſſee and Leſſees; **Saving nevertheleſs** to, *&c.* and to all Bodies Politic and Corporate, and to all and every other Perſon and Perſons whatſoever (other than and except the Heirs Male of the ſaid *T. B.* deceaſed, and the Heirs Male of the Body of *J. B.* Eſq; deceaſed, late Father of the ſaid Sir *T. B.* and the right Heirs of the ſaid Sir *T. B.* and alſo the ſaid *T. B.* and the Heirs Male of his Body, and his right Heirs, and the ſaid Dame *S. B.* and all and every other Perſon and Perſons any ways intereſted or intitled unto all or any of the ſaid Manors, *&c.* in the ſaid Marriage Settlement firſt herein before recited contained, by virtue of all or any of the Uſes, Eſtates, Limitations, Remainders or Reverſions in the ſame Deed of Marriage Settlement limited, mentioned and expreſſed, and other than and except the ſaid *J. B.* the Deviſee and Executor of the ſaid *E. B.* and his Heirs,) all ſuch Right, *&c.* Saving, *&c.*

An Act for veſting Lands in E. *deviſed by Sir* R. K. *Knight, deceaſed, to the Children and Grandchildren of* E. O. *one of his Siſters and Co-heirs, in Truſtees to be ſold for the Benefit of the Deviſees.*

Whereas Sir *R. K.* late of, *&c.* Knight, deceaſed, by his laſt Will and Teſtament in Writing, bearing Date, *&c.* did give and deviſe (among other Things) the Farm, *&c.* herein after particularly mentioned, immediately after the Deceaſe of Dame *E.* his Wife, to *M. K.* his Grand-daughter, the only Daughter of his Son *W. K.* deceaſed, and to the Heirs of her Body lawfully to be begotten for ever; and for Default of ſuch Iſſue to his four Siſters, *E. O.* then Wife of *R. O.* of, *&c.* Gent. *J. C.* of, *&c.* Widow, late Wife of *E. C.* Eſq; deceaſed, *F. D.* of, *&c.* Widow, and *M. K.* Wife of *J. K.* of, *&c.* Gent. and to their Heirs and Aſſigns for ever, equally and indifferently to be divided amongſt them, Part and Part alike; *And* willed that if any of the ſaid Siſters be dead at the Time when the Enjoyment of his ſaid Legacy and Bequeſt ſhould fall unto her, that the Part and Portion of the ſaid Lands of her ſo dying, ſhould be and enure to the Uſe and Behoof of the Child, Children and Grandchildren of ſuch Siſter ſo dying; and if ſhe had no Child, Children or Grandchildren living, that then ſuch Siſter's Part, ſo dying or being dead, ſhould remain, and be equally divided amongſt the Children or Grandchildren of the other Siſters ſurviving; and departed this Life on or about, *&c.* leaving no Iſſue living at his Death but the ſaid *M. K.* his Grand-daughter and Heir at Law, and the ſaid Dame *E.* him ſurvived, and died in the Year, *&c.* **And whereas** the ſaid *M. K.* intermarried with *R. T.* late of, *&c.* Eſq; deceaſed, and afterwards by Indenture *Tripartite*, duly inrolled, bearing Date, *&c.* and made between the ſaid *R. T.* and *M.* his Wife, of the firſt Part, *J. N.* of, *&c.* Merchant, of the ſecond Part, and *A. C.* of, *&c.* Gent. of the third Part, and by Fine and Recovery duly had and ſuffered in Purſuance thereof, **All** the ſaid Farm, *&c.* were conveyed **To the Uſe** of the ſaid *R. T.* and *M.* his Wife, for and during their natural Lives and the Life of the longer Liver of them, without Impeachment of Waſte, and after the Deceaſe of the Survivor of them, **To the Uſe** of the Heirs of the Body of the ſaid *R. T.* and *M.* his Wife lawfully iſſuing; and for Default of ſuch Iſſue, **To the Uſe** of the right Heirs of the Survivor of them the ſaid *R. T.* and *M.* his Wife: **And whereas** the ſaid *M. T.* afterwards died without Iſſue, and the ſaid *R. T.* her ſurvived, and by his laſt Will and Teſtament in Writing, bearing Date, *&c.* deviſed unto *J. G.* of, *&c.* Doctor in Divinity, and *A.* his Wife, Siſter and Heir of the ſaid *R. T.* **All** his Eſtate both Real and Perſonal, until *T. G.* eldeſt Son and Heir apparent of the ſaid *J. G.* and *A.* his Wife, ſhould attain the Age of 24 Years; and then deviſed all his Lands and Tenements to the ſaid *T. G.* for ever; but in caſe the ſaid *T. G.* ſhould die before he attained the Age of 24 Years, then he gave all his real Eſtate to the ſaid *A. G.* and her Heirs and Aſſigns for ever, and thereby appointed all his Debts to be paid and ſatisfied out of his Real and Perſonal Eſtate, and to that End directed that the ſaid *J. G.* ſhould ſell his Manor, *&c.* in *E.* and if the Monies ariſing by ſuch Sale ſhould fall ſhort to ſatisfy all his Debts, that then he ſhould ſell any other of his Lands, for raiſing ſo much Money as ſhould fall ſhort, and made the ſaid *J. G.* ſole Executor, and ſhortly after died: **And whereas** ſome Suits and Controverſies did ariſe after the Deceaſe of the ſaid *R. T.* between the ſaid *J. G.* and the Children and Grandchidren of the ſaid four Siſters of the ſaid Sir *R. K.* (the ſaid four Siſters being all dead before the ſaid Dame *E. K.*) touching and concerning the ſaid Farms and Lands herein after particularly mentioned; and to end the ſaid Suits and Controverſies, the Friends and Agents of the Children and Grandchildren of the ſaid four Siſters of the ſaid Sir *R. K.* did propoſe to the ſaid *J. G.* to convey their ſeveral Intereſts and Shares therein, to the ſaid *J. G.* and his Heirs, for the Sum of

Recital of Sir *R. K.*'s Will.

Death.

His Iſſue and Heir *M. K.*

Her Marriage with *R. T.*

Settlement of *R. T.* and *M.* his Wife.

M.'s Death without Iſſue.

R. T.'s Will,

and Death.

Law Suits.

Agreement by the Children and Grand-

children on ending them. Conveyance by three of them,

of 900 *l.* in Purſuance of which Agreement the Children and Grandchildren of the ſaid *J. C.* *F. D.* and *M. K.* three of the ſaid four Siſters, have for the Conſideration of three ſeveral Sums of 225 *l.* to the ſaid Deſcendants of each of the ſaid three Siſters, paid by the ſaid *J. G.* and equally divided among them, Share and Share alike, conveyed their ſeveral Intereſts and Shares of and in the ſaid Lands and Hereditaments to the ſaid *J. G.* his Heirs and Aſſigns, to the Uſe of him the ſaid *J. G.* his Heirs and Aſſigns for ever: **And whereas** the Right and Title to the other fourth Part is deſcended and come to the Deſcendants of the ſaid *E. O.* (that is to ſay) *M. B.* the only ſurviving Daughter of the ſaid *E. O.* which ſaid *M. B.* now is, and for diverſe Years laſt paſt hath been Lunatick, and under a Diſability to convey, and the ſaid *E. W.* and *F. T.* are both Infants, and under the Age of 21 Years, and thereby diſabled to convey; but their next Friends, Relations and Guardians, are all ſatisfied that the ſaid Agreement made with the ſaid Doctor *G.* on their Behalf, will be much for their Benefit and Advantage, in caſe they could execute the ſaid Agreement and receive their fourth Part and Share of the Monies agreed to be paid to and for their Uſe and Benefit by the ſaid *J. G.* but the ſaid *J. G.* cannot with any Security pay the ſaid Purchaſe Monies, nor reap the Benefit of the ſaid Agreement on his Part, without the Aid and Aſſiſtance of an Act of Parliament: **May** it therefore pleaſe your moſt excellent Majeſty, at the humble Suit and Requeſt of *T. B.* Gent. Son and Truſtee of the ſaid *M. B.* and *J. V.* Clerk, and *H. T.* Clerk, Guardians of the ſaid *E. W.* and *F. T.* and of the ſaid *J. G.* That it may be Enacted, **And be it Enacted** by, *&c.* That the ſeveral Eſtates, Intereſts and Shares of the ſaid *M. B. E. W.* and *F. T.* and of every of them, of and in all that Meſſuage, *&c.* and the Reverſion and Reverſions, Remainder and Remainders thereof, ſhall from henceforth be, and hereby are actually veſted and ſettled in Sir *J. M.* of, *&c.* Knight, and *T. B.* of, *&c.* Eſq; and their Heirs and Aſſigns, **Upon Truſt nevertheleſs**, and to the Intent and Purpoſe, That they the ſaid Sir *J. M.* and *T. B.* and the Survivors, *&c.* ſhall, upon Payment of the ſeveral Intereſts and Shares of the ſaid *M. B. E. W.* and *F. T.* of, in and to the ſaid 225 *l.* and Intereſt to the ſaid Sir *J. M.* and *T. B.* reſpectively, by the ſaid Doctor *G.* his Heirs or Aſſigns, grant and convey the ſame Meſſuages, *&c.* unto the ſaid Doctor *G.* and his Heirs and Aſſigns, by ſuch good and ſufficient Conveyances and Aſſurances, as Counſel learned in the Law of the ſaid Doctor *G.* his Heirs or Aſſigns, ſhall reaſonably deviſe or adviſe and require: **And it is hereby further Enacted** by, *&c.* That the ſeveral Receipts of the ſaid *T. B.* Truſtee of the ſaid *M. B.* and *J. V.* and *H. T.* Guardians of the ſaid *E. W.* and *F. T.* for the ſeveral Intereſts and Shares of the ſaid *M. B. E. W.* and *F. T.* of and in the ſaid 225 *l.* and Intereſt, ſhall be a ſufficient Diſcharge to the ſaid Doctor *G.* his Heirs and Aſſigns for the ſame; and that then and from thenceforth all and ſingular the ſaid Farms, *&c.* herein before particularly mentioned, and every Part and Parcel thereof, ſhall be abſolutely freed and diſcharged of and from the ſaid 225 *l.* and Intereſt, and all other the Right, Title, Intereſt, Claim and Demand whatſoever, either in Law or Equity, of them the ſaid *M. B. E. W.* and *F. T.* and of every of them, and of every other Perſon or Perſons claiming or to claim by, from or under them or any of them, or by, from or under the ſaid *E. O.* deceaſed: **Saving**, &c. (other than and except all and every Perſon and Perſons claiming or to claim by, from or under the ſaid Sir *R. K.* by virtue of the ſaid recited Will, or otherwiſe) all ſuch Eſtate, *&c.*

Enacted, That the Premiſſes ſhall be veſted in Truſtees,

that upon Payment of *M. B. E. W.* and *F. T.* they ſhall convey the Premiſſes.

Guardians Receipts good.

Premiſſes freed.

Saving, &c.

Secondly, The Forms of private Acts of Parliament to enable Perſons to make Settlements of Lands, &c.

An Act to enable D. D. *Eſq; and* S. R. *to make Settlements* (*upon their Intermarriage*) *of their ſeveral Eſtates, notwithſtanding their reſpective Minorities.*

Lord Archbp. ſeiſed in Fee of Freehold and Copyhold Lands for Life; Remainder to his Son *D. D.* in Tail Male. *S. R.* ſeiſed in Fee, her Portion.

Whereas the moſt Reverend Father in God *W.* Lord Archbiſhop of *Y.* is ſeiſed or poſſeſſed of divers Freehold Manors, *&c.* in the Counties of *E.* and *M.* and alſo of certain ſmall Parcels of Copyhold Lands, *&c.* adjoining to and intermixed with the ſaid Freehold Premiſſes, or ſome Part or Parts thereof, to himſelf for Life, or for 99 Years determinable on his Death; Remainder to *D. D.* Eſq; his only Son in Tail Male: **And whereas** *S. R.* Spinſter, is ſeiſed in Fee-ſimple or Fee-tail, Part in Poſſeſſion and Part in Reverſion, of and in one undivided third Part of divers Manors, *&c.* in the County of *Y.* the Eſtate and Inheritance of *R. R.* Eſq; her late Father, deceaſed; and the ſaid *S. R.* is alſo intitled by Deed to the Sum of 3000 *l.* on her Marriage, and by her Father's Will, to a third Part of the Reſidue of his Perſonal Eſtate, which as computed will amount to 2800 *l.* or thereabouts:

Treaty of Marriage be-

And whereas the ſaid Archbiſhop and the Guardians of the ſaid *S. R.* have entered into a Treaty for the Marriage of the ſaid *D. D.* with the ſaid *S. R.* and for the ſettling their reſpective

tive Eſtates and Effects for the Benefit of them two and the Iſſue between them to be begotten; **But** the ſaid *D. D.* and *S. R.* being both under the Age of 21 Years, ſuch mutual Settlements cannot be made to the Satisfaction of the Parties concerned, according to the common Courſe of the Laws of this Kingdom, without the Aid and Authority of Parliament: **Wherefore** your Majeſty's moſt dutiful Subjects the ſaid *W.* Lord Archbiſhop of *Y. D. D. S. R.* and *S. B.* Doctor in Divinity, *J. B.* Eſq; *T. B.* Merchant, and *F. H.* Gent. Guardians of the ſaid *S. R.* moſt humbly beſeech your Majeſty, That it may be Enacted, **And be it Enacted** by, *&c.* **That** it ſhall and may be lawful to and for the ſaid *W.* Lord Archbiſhop *Y.* and *D. D.* notwithſtanding his Minority, by any Deed or Deeds, Writing or Writings, Conveyances, Surrenders and Aſſurances, to be by them the ſaid Archbiſhop and *D. D.* (notwithſtanding ſuch his Minority) executed in the Preſence of Three or more Witneſſes, **To convey**, ſettle, limit, ſurrender or aſſure, either before or after the ſaid intended Marriage, **All** and every, or any the Freehold and Copyhold Manors, *&c.* in the ſaid Counties of *E.* and *M.* whereof or wherein the ſaid Archbiſhop is ſo ſeiſed or poſſeſſed, for the Term of his Life, or for 99 Years, determinable on his Death, and whereof and whereunto the ſaid *D. D.* is ſeiſed or intitled in Fee-tail in Remainder, expectant on the Death of the ſaid Archbiſhop, with their and every of their Rights, *&c.* **Unto** and upon ſuch Perſon or Perſons, to, for and upon ſuch Uſes, Eſtates, Truſts, Intents and Purpoſes, and ſubject to ſuch Proviſoes, Declarations and Agreements, as are or ſhall be ſtipulated and agreed upon between the ſaid Archbiſhop and the ſaid Guardians of the ſaid *S. R.* and the Survivors of them, and the ſaid *D. D.* and *S. R.* **And it is hereby further Enacted** by the Authority aforeſaid, That it ſhall and may be lawful to and for the ſaid *S. R.* notwithſtanding her Minority, by any Deed or Deeds, Writing or Writings, Conveyances and Aſſurances, to be by her, notwithſtanding ſuch her Minority, executed in the Preſence of Three or more Witneſſes, by and with the Conſent and Approbation of the ſaid *S. B. J. B. T. B.* and *F. H.* or the Survivors or Survivor of them, teſtified by their executing ſuch Deed or Deeds, Writing or Writings, **To convey**, ſettle, limit, or aſſure, either before or after the ſaid intended Marriage, **The** ſaid undivided third Part or Share of her the ſaid *R. S.* whereof ſhe is ſeiſed in Fee-ſimple or Fee-tail, either in Poſſeſſion, Reverſion, Remainder or Expectancy, of and in the Manors, *&c.* in the ſaid County of *Y.* with the Rights, *&c.* **Unto** and upon ſuch Perſon and Perſons, to, for and upon ſuch Uſes, Eſtates, Truſts, Intents and Purpoſes, and ſubject to ſuch Proviſoes, Declarations and Agreements, as are or ſhall be ſtipulated and agreed upon between the Guardians of the ſaid *S. R.* and the ſaid Archbiſhop, and the Survivors of them, and the ſaid *S. R.* and *D. D.* **And it is hereby further Enacted** by the Authority aforeſaid, That ſuch mutual Conveyances, Surrenders, Settlements and Aſſurances, ſo to be made and executed by them the ſaid *W.* Lord Archbiſhop of *Y.* and *D. D.* and by the ſaid *S. R.* with ſuch Conſent and Approbation as aforeſaid, ſhall (notwithſtanding ſuch the reſpective Minorities of the ſaid *D. D.* and *S. R.*) be as good, valid and effectual in Law, to all Intents and Purpoſes, as if they reſpectively had been of the full Age of 21 Years at the Time of the making and executing thereof, and as if proper, legal and effectual Fine or Fines, common Recovery or common Recoveries, had been levied, ſuffered and executed by them the ſaid *D. D.* and *S. R.* reſpectively; to the ſame Uſes, Intents and Purpoſes, as ſhall be limited or declared in or by ſuch reſpective Conveyances, Surrenders, Settlements, or Aſſurances: **And it is hereby further Enacted** by the Authority aforeſaid, That it ſhall and may be lawful to and for the ſaid Archbiſhop and *D. D.* (notwithſtanding the Minority of the ſaid *D. D.* to give any Acquittance, Releaſe, or other Diſcharge for the ſaid ſeveral Sums of 3000 *l.* and 2000 *l.* or ſuch other Sum of Money, which the ſaid *D.* D. will be intitled to have and receive, in caſe the ſaid intended Marriage ſhall be had and ſolemnized; and to pay, apply and diſpoſe of all or any Part thereof, or direct the ſame or any Part thereof, to be paid, applied and diſpoſed of in ſuch manner, and to, for and upon ſuch Uſes, Truſts, Intents and Purpoſes, as is or ſhall be agreed upon between the ſaid Archbiſhop and *D. D.* and the ſaid *S. R.* and her Guardians, or the Survivors of them: **And**, That ſuch Acquittance, Releaſe, or other Diſcharge by them the ſaid Archbiſhop and *D. D.* to be given for the ſaid ſeveral Sums of Money before mentioned, or any Part thereof, and the Payment, Application and Diſpoſition thereof, or of any Part thereof, ſhall be as good, effectual, and binding in Law againſt him the ſaid *D. D.* his Executors or Adminiſtrators, as if he the ſaid *D. D.* had been of the full Age of 21 Years at the Time of the doing thereof: **And**, That the ſaid *D. D.* ſhall and may give Acquittances and Releaſes for the Rents and Profits of ſuch of the Premiſſes, as by ſuch Settlements to be made as aforeſaid he ſhall be intitled to receive and take the Rents and Profits of; and that ſuch Acquittances and Releaſes ſhall be as valid and effectual, as if he was of full Age. **Provided nevertheleſs**, That nothing in this Act contained ſhall prejudice, impeach, defeat or deſtroy any Eſtate, *&c.* of and in the Premiſſes in the ſaid County of *Y.* or any Part or Parts thereof, that ſhall or may veſt in, accrue unto, or devolve upon *C. R.* and *M. R.* younger Siſters of the ſaid *S. R.* or either of them,

tween *D. D.* and *S. R.* who are both under Age.

Enacted, That the ſaid Archbiſhop and his Son (notwithſtanding his Minority) may make a Settlement of their Eſtate according to ſuch Agreement as ſhall be made between the Parties.

That *S. R.* may do the like as to her Eſtate.

Their mutual Conveyances to be good in Law.

The Archbiſhop and *D. D.* may give Acquittances for *S. R.*'s Portion, *&c.* and diſpoſe of the ſame according to Agreement.

This Act not to deſtroy any Eſtate of *S. R.*'s younger Siſters.

them, or their reſpective Iſſues, in caſe the ſaid *S. R.* ſhall happen to die before ſhe attains the Age of 21 Years, without Iſſue of her Body then living, or in caſe ſhe ſhall ſo die leaving Iſſue, and all ſuch Iſſue ſhall die before their reſpective Ages of 21 Years: **Saving**, *&c.* (other than the ſaid *W.* Lord Archbiſhop of *Y.* and *D. D.* their reſpective Iſſues and Heirs; and other than the ſaid *S. R.* her Iſſues and Heirs, and the Iſſues and Heirs of the ſaid *R. R.* deceaſed, (except in reſpect of the Proviſo above-mentioned) all ſuch Right, *&c.*

Saving, *&c.*

This Act not to deſtroy any Term created by *S. R.*'s Father.

Provided nevertheleſs, That nothing in this Act contained ſhall prejudice, defeat or deſtroy any Terms for Years limited or created by the ſaid *R. R.* of and in the Premiſſes in the County of *Y.* or any Part thereof, for raiſing any Portions, Maintenance or Sums of Money for the ſaid *S. R. C. R.* and *M. R.* reſpectively, or any of them; any Thing, *&c.*

An Act to enable Sir G. P. *Bart. and* R. P. *Eſq; and the Survivor of them, together with* T. B. *Eſq; to convey and ſettle ſeveral Manors and Lands in the Counties of* L. N. *and* M.

Recital of ſeveral Settlements.

Whereas Sir *G. P.* of, *&c.* Bart. by virtue of one Indenture of Settlement, bearing Date, *&c.* (*Recital of ſeveral Settlements*) or by virtue of ſome or one of them, ſtands now ſeiſed of an Eſtate for Life, of and in all that the Manor and Lordſhip of *C.* with the Rights, *&c.* in the County of *L.* and alſo of and in all that the Manor, *&c.* in the County of *N.* with the Rights, *&c.* and alſo of and in all that, *&c.* in the County of *M.* as appears by the ſaid ſeveral reſpective Deeds of Settlement made of the Premiſſes: **And whereas** the ſaid Sir *G. P.* hath been married to his now Wife Dame *E.* above forty Years, and never had any Iſſue by her, and he is now of the Age of 68 Years, and ſhe of the Age of 59 Years, and there is no Probability of Iſſue of the ſaid Marriage: **And whereas** the ſaid *R. P.* hath Iſſue Male *T. P.* his eldeſt Son and Heir apparent, who attained the Age of 21 Years in *October* laſt: **And whereas** the ſaid Sir *G. P.* and *R. P.* as well for Advancement of the ſaid *T. P.* in Marriage (to which End there is now an honourable and advantageous Treaty on foot) as for other Advantages which will thereby accrue to the Family, are willing and deſirous that the ſaid Manors, *&c.* of which the ſaid Sir *G. P.* ſtands ſeiſed of an Eſtate for his Life, with Remainders over as aforeſaid, by virtue of the ſaid ſeveral Deeds of Settlement, any or either of them, may be conveyed and ſettled to and for the Uſe and Benefit of the ſaid *T. P.* and the Iſſue Male of his Body, ſubject to certain Proviſions and Eſtates for Life, to be reſerved to and for the ſaid Sir *G. P.* and *R. P.* reſpectively, and alſo ſubject to ſuch Proviſions or Jointures as ſhall be agreed upon for ſuch Woman or Women as the ſaid *T. P.* ſhall marry, with other Proviſions and Limitations to be alſo agreed upon for the Benefit and Advantage of the Family: **And** the better to enable them to convey and ſettle the ſaid Eſtates, the ſaid Sir *G. P.* and *R. P.* have joined with the ſaid *T. P.* in ſuffering Common Recoveries of the ſaid Manors and Premiſſes, whereby the Remainders expectant upon the Eſtate-tail, limited to the ſaid *T. P.* are barred and deſtroyed; but by Reaſon of the contingent Remainders previouſly limited to the Iſſue Male of the ſaid Sir *G. P.* (whereof there is no Probability as aforeſaid) ſuch Conveyance and Settlement may not be effectual without the Aid of an Act of Parliament, and in Regard the ſame will be very much to the Advantage of the Family; **May**, &c. (upon the humble Petition of your moſt dutiful and obedient Subjects, the ſaid Sir *G. P. R. P.* and *T. P.*) That it may be Enacted, **And be it Enacted** by, *&c.* That it ſhall and may be lawful to and for the ſaid Sir *G. P.* and *R. P.* and the Survivor of them, together with the ſaid *T. P.* and they are hereby enabled to convey, ſettle and aſſure all or any Part or Parts of the ſaid Manors, *&c.* which the ſaid Sir *G. P.* ſtands ſeiſed of an Eſtate for his Life, with Remainders over as aforeſaid, by virtue of the ſaid ſeveral Deeds of Settlement, any or either of them, and whereof ſuch Common Recoveries have been ſuffered as aforeſaid, to and for ſuch Uſes, Intents and Purpoſes, and ſubject to ſuch Proviſoes, Declarations and Agreements, as the ſaid Sir *G. P. R. P.* and *T. P.* ſhall think fit, freed and diſcharged of and from all former Uſes, Eſtates, Truſts and Limitations, mentioned, limited or declared, to or for the firſt and other Sons of the ſaid Sir *G. P.* and the Heirs Male of their reſpective Bodies, in and by the ſaid Deeds of Settlement, any or either of them; but **Subject nevertheleſs** to the yearly Rent charge of 400 *l.* iſſuing out of the ſaid Manor of *C.* and by Act of Parliament limited to the ſaid Dame *E. P.* for Life for her Jointure, which ſaid yearly Rent-charge ſhall not be defeated, prejudiced or leſſened by this Act, or by any Settlement, Conveyance or Aſſurance, or other Matter or Thing to be made or done in Purſuance or by Authority thereof; **Provided always**, That this Act, or any Settlement, Conveyance or Aſſurance, or other Matter or Thing to be made or done purſuant thereto, ſhall not extend to defeat or prejudice the Payment of any Debts or Sums of Money, to which the ſaid Manors, Meſſuages, Lands or Premiſſes, or any Part there-

Enacted, That the Premiſſes may be conveyed.

Subject, *&c.*

Not to defeat the Payment of Debts chargeable.

thereof, is or are now liable: **Saving and Reſerving**, &c. (other than and except the ſaid Sir *G. P.* and the firſt and every other Son of the ſaid Sir *G. P.* and the ſeveral Heirs Male of their reſpective Bodies, and all claiming, or to claim, by, from or under him, them or any of them,) all ſuch Eſtate, *&c.* Saving, &c.

An Act to enable W. H. *the Elder, Eſq; and* W. H. *Eſq; his Son, to ſettle a Jointure, and grant a Leaſe; and for veſting the Inheritance after a Term of* 500 *Years, of Lands in* S. *in Truſtees, to be ſold for raiſing Portions for his Daughters.*

Whereas by Indentures of Leaſe and Releaſe, the Releaſe being *Tripartite*, bearing Date, *&c.* and made or mentioned to be made between Sir *E. H.* late of *C. &c.* deceaſed, of the firſt Part, *W. H.* of, *&c.* Eſq; (Son and Heir Apparent of the ſaid Sir *E. H.*) and *D. H.* Wife of the ſaid *W. H.* ſince deceaſed, (Daughter and Heir of Sir *R. D.* Bart. deceaſed) of the ſecond Part, and *M. H.* late of, *&c.* deceaſed, and *G. L.* late of, *&c.* Eſq; deceaſed, of the third Part, all thoſe the Manors of, *&c.* **Were** conveyed to the ſaid *M. H.* and *G. L.* and their Heirs, **To the Uſe** of the ſaid Sir *E.* for his Life, and after his Deceaſe, **To the Uſe**, Intent and Purpoſe, that *D.* Wife of the ſaid Sir *E.* ſhould thereout receive the clear yearly Rent of 600 *l.* during her Life, payable Quarterly, with Remedies for Recovery thereof as therein is mentioned, **And ſo Subject** and charged therewith, **To the Uſe** of the ſaid *W. H.* for his Life; **Remainder** to the ſaid *M. H.* and *G. L.* and their Heirs, during the Life of the ſaid *W.* **Upon Truſt** to preſerve contingent Remainders, **Remainder** to the Uſe of *W. H.* Grandſon of the ſaid Sir *E.* and Son of the ſaid *W.* and *D.* his Wife, during his Life, and to his firſt and every other Son ſucceſſively in Tail Male, with like Proviſion to preſerve contingent Remainders; **Remainder** to *F. H.* another Son of the ſaid *W. H.* and *D.* his Wife, ſince deceaſed without Iſſue, and to his firſt and every other Son ſucceſſively in Tail Male, with the ſame Proviſion for preſerving contingent Remainders; **Remainder** to all and every other the Son and Sons of the ſaid *W. H.* of *C.* ſucceſſively in Tail Male; **Remainder** to the Uſe of *W. H.* of *R.* for his Life, and to his firſt and every other Son ſucceſſively in Tail Male, with like Proviſion to preſerve contingent Remainders as aforeſaid; **Remainder** to the Uſe of *D. H.* ſince deceaſed without Iſſue, ſecond Son of *G. H.* of *C. N.* in the ſaid County of *S.* Eſq; and *E.* his late Wife for his Life, and to his firſt and every other Son ſucceſſively in Tail Male; **Remainder** to *G. H.* ſince deceaſed without Iſſue, one other of the Sons of the ſaid *G. H.* and *E.* his Wife, and to his firſt and every other Son ſucceſſively in Tail Male; **Remainder** to *M. H.* one other of the Sons of the ſaid *G. H.* and *E.* his Wife for his Life, and to his firſt and every other Son ſucceſſively in Tail Male, with the ſame Proviſion for preſerving contingent Remainders; **Remainder** to all and every other the Son and Sons of the Body of the ſaid *G. H.* on the Body of the ſaid *E.* his Wife to be begotten ſucceſſively in Tail Male; **Remainder** to the right Heirs of the ſaid Sir *E.* for ever; **With** a Power for the ſaid *W.* and *F. H.* Sons of the ſaid *W. H.* of *C.* reſpectively, as they ſhould reſpectively be in the actual Poſſeſſion of the Manors and Premiſſes aforeſaid in *E.* to limit any Part thereof not exceeding the yearly Value of 700 *l.* for the Jointure or Jointures of any Woman or Women they ſhould reſpectively marry, for the Life and Lives of ſuch Woman and Women reſpectively; **And alſo** with a Power for the ſaid *W. H.* of *C.* and *W. H.* his Sons reſpectively, when he and they ſhould reſpectively be in the actual Poſſeſſion of the Premiſſes, or any Part thereof, by Indenture under his and their Hand and Seal, or Hands and Seals reſpectively, teſtified by two or more credible Witneſſes, to make any Leaſes, Demiſes or Grants of the ſaid Manors, *&c.* to any Perſon or Perſons in Poſſeſſion and not in Reverſion, for any Term or Number of Years not exceeding 21 Years, at the beſt improved Rents as therein is mentioned, and with a Power for the ſaid Sir *E. H.* at any Time during his Life, to revoke all and every the the ſaid Uſe and Uſes, Limitation or Limitations, Eſtate or Eſtates, Truſt or Truſts, and to declare, limit and appoint any other Uſes, Truſts and Eſtates, of or concerning the Premiſſes, the Uſes and Eſtates whereof ſhould be ſo revoked: **And whereas** the ſaid Manors, *&c.* in the ſaid County of *E.* and City of *L.* (other than and except all that, *&c.*) do now remain and continue unrevoked, and are under and ſubject to the ſtrict Limitations of the ſaid recited Indenture: **And whereas** the ſaid *W. H.* of *C.* is now in Treaty for a Marriage of the ſaid *W. H.* his Son with a conſiderable Fortune, and hath agreed to ſettle a Jointure of 1200 *l. per Annum*, in Conſideration of ſuch Marriage, but cannot charge his Eſtate ſo in Settlement as aforeſaid therewith, or ſettle the ſame by Reaſon of the ſtrict Limitations in the ſaid recited Settlement, without the Aid and Aſſiſtance of an Act of Parliament in that Behalf; **May**, *&c.* at the humble Petition of the ſaid *W. H.* of *C.* and *W. H.* his Son, by and with the Conſent of the ſaid *W. H.* of *R.* and *G. H.* of *C.* Father of the ſaid *M. H.* yet under Age, who are the only Perſons claiming in Remainder by the ſaid Settlement,

Sir *E. H.*'s Settlement.

To Uſes, with divers Remainders over.

Power to make Jointures,

and Leaſes.

Power to Sir *E. H.* to revoke the ſaid Uſes, and limit new ones.

That this Settlement ſtand unrevoked, ſaving, *&c.*

W. H. the Son in Treaty of Marriage, and 1200 *l. per Ann.* Jointure to be ſettled.

ment, that it may be Enacted; **And be it Enacted** by, &c. That it shall and may be lawful to and for the said *W. H.* of *C.* and *W. H.* the Son, or for the said *W. H.* the Son in case he survives his said Father, and the said *W. H.* the Father and *W. H.* the Son, and the said *W. H.* the Son in case he survive his Father, are hereby enabled and impowered by any Deed or Deeds, Writing or Writings to be by them the said *W. H.* the Father and *W. H.* the Son, or by the said *W. H.* the Son in case he survive his said Father, signed, sealed and executed in the Presence of two or more credible Witnesses, either before or after the Solemnization of the Marriage of the said *W. H.* the Son, and notwithstanding any Restrictions or Limitations in the said in Part recited Settlement, or in any other Deed or Settlement whatsoever, to grant, limit or appoint any Part or Parts, Parcel or Parcels of the said Manors, &c. in the said County of *E.* (other than and except as herein before excepted) and the said Capital Messuage, &c. and the Reversion and Reversions of the same or any of them, not exceeding the yearly Value of 1200 *l.* by such Names, Quantities, Distinctions and Descriptions, as shall be agreed upon and thought proper, unto and for the Use of such Woman as shall be the first Wife of the said *W. H.* Son of the said *W. H.* of *C.* **To take Effect** immediately from and after the Decease of the said *W. H.* the Son, (and discharged of all prior Incumbrances) for and during the natural Life of such first Wife for her Jointure, and in lieu and bar of her Dower, and in lieu of such Jointure as the said *W. H.* the Son being in Possession, is by the said recited Settlement enabled to make such first Wife: **And it is further Enacted,** That the said *W. H.* the Son, in case he shall have Issue one or more Son or Sons by his said intended Wife, and happen to survive her, shall be, and is hereby disabled and restrained from making or appointing any Jointure to any second or other Wife by virtue of the said Deed of Settlement of the, &c. or the said in Part recited Indenture therein contained, during the Life or Lives of such Son or Sons, or their Issue Male; any Thing herein, or in the said Deed of Settlement contained to the contrary notwithstanding: **And it is hereby Declared,** That nothing herein before contained shall extend to affect or alter the other Uses in the same Settlement, (otherwise than in respect of the Jointure to be limited to such Woman as shall be the first Wife of *W. H.* the Son, and the Restraint to make a Jointure to any other Wife in case of Issue Male as aforesaid) but that the same shall remain and continue of like Force and Effect as they were before the passing of this Act, or would have been if this Act had never been made, and not otherwise. **And whereas** the said *W. H.* of *C.* and *W. H.* his Son have contracted and agreed to make a Lease of 63 Years to the *Governor and Company of Merchants of Great Britain, trading to the South Seas and other Parts of America, and for incouraging the Fishery* of, &c. at a full improved yearly Rent, without Fine or Income, but the same being contained in the said recited Settlement and subject to the same Power of leasing only for 21 Years in Possession, they are thereby restrained from making such Lease as is agreed; but it will be very much for the Advantage of all Persons intitled to the Reversion thereof, if such Lease might be made as is desired by the said Corporation: **Be it therefore further Enacted** by the Authority aforesaid, That it shall and may be lawful to and for the said *W. H.* of *C.* and *W. H.* his Son, or the Survivor of them, to make and execute such Lease of the said recited Capital Messuage, &c. for any Term not exceeding 63 Years, to commence from *Lady Day* —— in such Manner, and upon such Terms as they or either of them are enabled to make any Lease thereof, for any Term not exceeding 21 Years, by the said recited Settlement; the said recited Settlement, or any Thing, &c. to the contrary &c. notwithstanding; but the Rent thereby reserved is to be subject to the said intended Jointure, in case the said Houses shall be taken for any Part of the said Jointure, and afterwards to such Persons as shall be intitled to the Reversion and Inheritance thereof, by virtue of the said recited Indenture: **And whereas** also by Indentures *Quinquepartite*, bearing Date, &c. and made, or mentioned to be made, between the said *W. H.* of *C.* and *D.* his Wife, of the first Part, the said Sir *E. H.* of the second Part, *R. C.* of, &c. Gent, of the third Part, the said *G. L.* of the fourth Part, and the said *W. H.* of *R.* and the said *M. H.* of *C.* of the fifth Part, divers Manors, &c. in the Counties of *S. H.* and *M.* and in the City of *L.* being the Inheritance of the said *D.* late Wife of the said *W. H.* of *C.* Part of which said Premisses in *S.* were before by Indenture *Tripartite*, dated, &c. limited to *J. B.* Esq; and *E. C.* Gent. for the Term of 99 Years, if *D. G.* of *L.* Merchant should so long live, were limited and conveyed **To the Use** of the said *D. G.* Wife of the said *W. H.* of *C.* for her Life without Impeachment of Waste; *Remainder* **To the Use** of the said *W. H.* of *C.* for his Life without Impeachment of Waste; and from and after his Decease, **As to** the said Premisses in the County of *S.* therein particularly mentioned, the Uses thereof were thereby declared **To** the said Sir *E. H.* *W. H.* of *R.* and *M. H.* of *C.* their Executors, Administrators and Assigns, for the Term of 500 Years without Impeachment of Waste: **Upon Trust** by Mortgage or Sale thereof or of any Part thereof, and by the Rents, Issues and Profits thereof, in the mean Time, to raise and pay to *D. M.* and *A.* Daughters of the said *W. H.* of *C.* and *D.* his Wife, 5000 *l.* a-piece at their respective Ages of 21 Years or Days of Marriage, which should first happen, with Maintenances

Power given to *H.* the Father, and *H.* the Son, to make a Jointure of 1200 *l. per Ann.* to the first Wife of *H.* the Son.

W. H. the Son restrained from making a Jointure to any other Wife in case there be any Issue Male by this Wife.

Nothing to affect other Uses.

Restraint from making Leases for more than 21 Years.

H the Elder impowered to lease the Houses to South-Sea Company for 63 Years, in such Manner as he is impowered to make that Lease for 21 Years. Subject, &c.

Lands in *S. H.* and *M.* and *L.* that were the Estate of *D. H.* and settled for Daughters Portions vested in Trustees to pay 5000 *l.* a-piece to Daughters, and 5000 *l.* to *M. A* and *M. O. D.* Surplus to be laid out

tenances as therein is mentioned, with other Proviſions, for all and every other Daughter and Daughters of the ſaid *W. H.* on the Body of the ſaid *D.* begotten or to be begotten, and ſubject thereunto, to the Uſe of the ſaid *W. H.* the Grandſon for his Life without Impeachment of Waſte; **Remainder** to the firſt and every other Son of the ſaid *W. H.* the Grandſon, as well born in his Life-time as after his Deceaſe ſucceſſively in Tail Male, and in Default of ſuch Iſſue, to *F. H.* his Brother, who is ſince dead without Iſſue; Remainder to every other Son of the Body of the ſaid *W. H.* of *C.* on the Body of the ſaid *D.* his Wife, to be begotten ſucceſſively in Tail Male; **Remainder** to the Uſe of all and every the Daughter and Daughters of the ſaid *W. H.* of *C.* on the Body of the ſaid *D.* begotten or to be begotten in Tail; Remainder **To the Uſe** of the Heirs of the Body of the ſaid *D.* by the ſaid *W. H.* her Huſband, begotten or to be begotten; **Remainder** to the Uſe of the Heirs of the Body of the ſaid *D. H.* **Remainder** to the Uſe of the ſaid *W. H.* of *C.* his Heirs and Aſſigns for ever. **And whereas** the ſaid *D.* the Wife of the ſaid *W. H.* of *C.* is ſince dead, leaving no other Iſſue than the ſaid *W. H.* her Son, and the ſaid *D. M.* and *A.* her Daughters, and the ſaid Sir *E. H.* and *M. H.* being both dead, the ſaid Term of 500 Years became wholly veſted in the ſaid *W. H.* of *R.* and hath been by him ſince aſſigned to Sir *E. A.* Bart. for ſecuring the Portion of the ſaid *M.* now Wife of the ſaid Sir *E. A.* and is by all Parties concerned and intereſted therein thought moſt proper and convenient to be ſold for raiſing the Portions of the ſaid *M.* and *A.* which are yet unpaid; and alſo a Term of 99 Years, if the ſaid *W. H.* of *C.* ſhall ſo long live, in the ſame Premiſſes, is veſted in *T. T.* Eſq; in Truſt for the further ſecuring the Portion of the ſaid *M.* to the ſaid Sir *E. A.* and is in like Manner thought moſt proper and convenient alſo to be ſold for the Purpoſes aforeſaid; and in caſe the Reverſion and Inheritance of the ſaid Terms of 99 Years, and 500 Years were ſold, together with the ſaid ſeveral Terms, it would be a Means of ſpeedier raiſing the ſaid Portions, which are already become due and payable, and alſo advance the ſaid Eſtate to a greater Price, and be for the Benefit of thoſe intitled to the Reverſion, ſubject to the ſaid Terms, in caſe the Money raiſed by ſuch Sale over and above the ſaid Portions, were laid out in the Purchaſe of other Lands, and ſettled to the ſame Uſes as the ſaid Reverſion is now ſettled, which by and with the Conſent of all Parties intitled to the ſaid Reverſion, is deſired and intended to be ſo done; **Be it therefore further Enacted** by, *&c.* That all and every the ſaid Manors, *&c.* in the ſaid County of *S.* in and by the ſaid recited Indenture *Quinquepartite*, limited to the ſaid Sir *E. H. W. H.* of *R.* and *M. H.* of *C.* their Executors, *&c.* for the ſaid Term of 500 Years as aforeſaid, and every Part and Parcel thereof, with their and every of their Appurtenances, and the Reverſion and Inheritance thereof, be and ſhall be, from and after, *&c.* abſolutely veſted and ſettled in and upon the Right Reverend Father in God, *W.* Lord Biſhop of *C.* and *R. F.* of, *&c.* Eſq; their Heirs and Aſſigns for ever, **To the Uſe** of them, their Heirs and Aſſigns, abſolutely acquitted, freed and diſcharged of and from the ſaid Eſtate and Term of 500 Years, and all other Eſtates, Uſes, *&c.* and Contingencies, limited, appointed or declared, of or concerning the ſame, in and by the ſaid recited Indenture *Quinquepartite*, ſubject to the ſaid Term of 99 Years determinable as aforeſaid, upon the Truſts, and to the Intents and Purpoſes herein after mentioned, (that is to ſay) that they the ſaid *W.* Lord Biſhop of *C.* and *R. F.* or the Survivor of them, do and ſhall with all convenient Speed that may be, and for the beſt Price that can be had, either intirely or by Parcels, ſell, diſpoſe of and convey the ſame Meſſuages, *&c.* hereby veſted in them, or ſo much thereof as ſhall be requiſite, and that all and every ſuch Purchaſor and Purchaſors under the ſaid *W.* Lord Biſhop of *C.* and *R. F.* or the Survivor of them, or the Heirs or Aſſigns of ſuch Survivor, ſhall and may peaceably and quietly hold and injoy ſuch Purchaſes againſt the ſaid *W. H.* of *C.* and *W. H.* his Son, and *W. H.* of *R.* the ſaid *D.* now Dame *D. M.* Widow, and the ſaid *M.* now Dame *M. A.* Wife of the ſaid Sir *E. A.* Bart. and the ſaid Sir *E. A.* and the ſaid *A. H.* and every of them, their and every of their Heirs and Aſſigns, Sons, Iſſues, and Heirs of their reſpective Bodies, and againſt all Perſons claiming or to claim, by virtue of the ſaid Indenture *Quinquepartite*; and alſo that ſuch Purchaſor or Purchaſors, paying his, her or their Purchaſe-Money, on ſuch Purchaſe or Purchaſes, to the ſaid *W.* Lord Biſhop of *C.* and *R. F.* or the Survivor of them, his Heirs or Aſſigns, ſhall be deemed to have well paid the ſame, according to the true Intent and Meaning of this Act, and ſhall be diſcharged from the ſame, and ſuch Purchaſor or Purchaſors ſhall not be obliged to ſee the Application thereof, or be anſwerable for the Loſs or Miſapplication thereof: **And upon this further Truſt**, That they the ſaid *W.* Lord Biſhop of *C.* and *R. F.* and the Survivor of them, his Heirs and Aſſigns, do and ſhall, out of the Monies raiſed by ſuch Sale or Sales, in the firſt Place pay unto the ſaid Sir *E. A.* his Executors, Adminiſtrators or Aſſigns, the Portion of 5000 *l.* and Intereſt thereof charged on the ſaid Premiſſes, and afterwards the ſaid 5000 *l.* and Intereſt to the ſaid *A. H.* in Diſcharge of the ſaid Portions of 5000 *l.* and 5000 *l.* by the ſaid Indenture *Quinquepartite* directed and appointed to be raiſed, and all Intereſt due for the ſame, and after Payment and Satisfaction of the ſaid ſeveral Sums of 5000 *l.* and 5000 *l.* and Intereſt as aforeſaid, upon Truſt to lay out and diſpoſe of the Reſidue of the ſaid Monies ariſing by ſuch Sale

in a Portion to be ſettled to ſame Uſes.

D. the Wife of *W. H.* dead, no Iſſue but *W. H.* her Son, and *D. M.* and *A.* Daughters. Sir *E. H.* and *M. H.* dead. Term of 500 Years veſted in Sir *E. A.* moſt proper to be ſold for raiſing *M* and *A.*'s Portions, and a Term of 99 Years.

Advantages of Sale.

Enacted, That Lands in *S.* ſhall be veſted in Truſtees to be ſold.

Purchaſors to injoy peaceably,

not obliged to ſee the Application of the Purchaſe Money after paid.

The Money to pay ſaid Portions.

in the Purchaſe of other Lands, Tenements and Hereditaments, and ſettle the ſame, and ſuch Part of the ſaid Eſtate as ſhall remain unſold, if any, to the ſame Uſes as are in and by the ſaid recited Indenture *Quinquepartite* limited of the ſaid Premiſſes hereby veſted in them as aforeſaid, after the Determination of the ſaid Term of 500 Years; (Proviſo that Truſtees ſhall not be liable for each other,) **Saving**, &c.

Thirdly, To ſettle Eſtates before and after Marriage; for Proviſion for Wives and Families; and to end Law Suits and Controverſies.

An Act for ſettling the Eſtate of the moſt Noble J. *Duke of* R. *and* J. M. *Eſq; commonly called Marquis of* G. *Son and Heir apparent of the ſaid Duke, on the* * *Marriage of the ſaid Marquis of* G. *with the Honourable* B. S. *only Child of the Right Honourable* R. *Lord* L. *And alſo for veſting the Eſtates of the ſaid* R. *Lord* L. *and* B. S. *therein mentioned, in Truſtees, to be ſold for raiſing Money for the Marriage Portion of the ſaid* B. S.

* Note this is before Marriage.

Recital of Leaſe and Releaſe, whereby Eſtates in *L. M.*

Whereas by Indentures of Leaſe and Releaſe, the Leaſe bearing Date the Day next before the Day of the Date of the Releaſe, and the Releaſe being *Quinquepartite* bearing Date, &c. and made or mentioned to be made between the moſt Noble *J.* late Duke of *R.* ſince deceaſed, (by the Name of the Right Honourable *J.* Earl of *R.* Lord *R.* of *H. T.* and *B.* and Lord *M.* of *H.*) and the moſt Noble *K.* now Ducheſs Dowager of *R.* (by the Name of the Right Honourable the Lady *K.* one of the Daughters of the Right Honourable *B.* late Lord Viſcount *C.* and now Counteſs of *R.* Wife of the ſaid Earl of *R.*) and the moſt Noble *J.* now Duke of *R.* (by the Name of the Right Honourable *J.* commonly called *J. M.* Lord *R.* the eldeſt Son of the ſaid Earl of *R.* by the ſaid Lady *K.* his Wife) of the firſt Part, the Honourable *C. B.* Eſq; ſince deceaſed, one of the Sons of the Right Honourable *M.* late Earl of *L.* deceaſed, and the Honourable *P. B.* (ſince alſo deceaſed) ſecond Son of the Right Honourable *R.* late Earl of *L.* and Lord Great Chamberlain of *England*, (now alſo deceaſed) of the ſecond Part, the moſt Noble *W.* late Duke of *B.* deceaſed, (by the Name of the Right Honourable *W.* Earl of *B.* Lord *R.* Baron *R.* of *T.* Knight of the moſt noble Order of the Garter, and one of their Majeſties moſt Honourable Privy Council) and the Right Honourable *R.* Lady *R.* Widow and Relict of *W.* late Lord *R.* deceaſed, in his Life-time, Son and Heir apparent of the ſaid Earl of *B.* and the moſt Noble *K.* late Ducheſs of *R.* deceaſed, (by the Name of the Honourable *K. R.* youngeſt Daughter of the ſaid *R.* Lady *R.* by the ſaid *W.* late Lord *R.*) of the third Part, *S. C.* Eſq; Son and Heir apparent of Sir *S. C.* of, &c. Knight, *J. C.* Eſq; Brother of the ſaid Sir *S.* and *H. C.* Eſq; one other of the Brothers of the ſaid Sir *S. C.* (all three ſince deceaſed) of the fourth Part, and the moſt Noble *W.* Duke of *D.* (by the Name of the Right Honourable *W.* Lord *C.* Son and Heir apparent of the Right Honourable *W.* Earl of *D.*) and the Honourable *J. R.* (ſince deceaſed) one of the Sons of the ſaid late Earl of *B.* of the fifth Part, and by Fine levied in Purſuance of the Covenant in the ſaid Indenture of Releaſe mentioned in that Behalf, All that the Honour, Caſtle and Manor of *B.* in the Counties of *L.* and *M.* or one of them, with all the Rights, &c. and all thoſe, &c. and, &c. and all that the Manor, &c. in the County of *D.* and all, &c. and alſo all thoſe the Manors of *G.* and *S.* in the County of *N.* and all, &c. and alſo all thoſe the Manors or Lordſhips of, &c. in the County of *W.* with their and every of their Appurtenances, and alſo all, &c. (**Except** all thoſe the ſaid Manors, &c.) **In Conſideration** of a Marriage then intended, and ſoon after ſolemnized between the ſaid *J.* Lord *R.* (now Duke of *R.*) and *K. R.* and other Conſiderations in the ſaid Indenture *Quinquepartite* of Releaſe mentioned, **are and ſtand limited**, (among other Lands and Hereditaments therein mentioned) after the Deceaſe of the ſaid *J.* late Duke of *R.* deceaſed, **To the Uſe** of the ſaid *J.* now Duke of *R.* for the Term of 99 Years, if he ſhall ſo long live, without Impeachment of Waſte; Remainder to the ſaid *C. B.* and *P. B.* and their Heirs during the Life of the ſaid *J.* now Duke of *R.* in Truſt to preſerve contingent Remainders, and after the Deceaſe of the ſaid *J.* now Duke of *R.* then as to Part of the ſaid Premiſſes, to the Uſe of the ſaid *K. R.* late Ducheſs of *R.* (ſince alſo deceaſed) for her Life for her Jointure: **And as to** other Part of the ſaid Premiſſes ſo limited to the ſaid *J.* now Duke of *R.* for his Life, as aforeſaid, **To the Uſe** of the ſaid Sir *S. C. J. C.* and *H. C.* their Executors, &c. for the Term of 400 Years, in Truſt for raiſing Portions for the Daughters, and Annuities for the younger Sons of the ſaid *J.* now Duke of *R.* by the ſaid Lady *K.* in caſe of an elder Son, and Maintenance for them reſpectively in ſuch Manner as is therein declared; **And** as to all and ſingular the ſaid Honours, &c. therein before mentioned to be limited in Uſe to the ſaid *J.* now Duke of *R.* for his Life (ſubject nevertheleſs to, and chargeable with the Jointure

In *D. N.* and *W.*

except. &c. in Conſideration of Marriage, are limited to the Uſes of *J.* Duke of *R.* for 99 Years, to preſerve contingent Remainders.

Other Premiſſes veſted in Truſtees for 400 Years to raiſe Portions for his younger Children.

Eſtate,

Eſtate of the ſaid *K.* late Ducheſs of *R.* and the Truſts declared of the ſaid Term of four hundred Years) immediately from and after the Determination of the ſeveral Eſtates in and by the ſaid recited Indenture *Quinquepartite* thereof reſpectively limited and declared, and as the ſame ſhould reſpectively end and determine; **To the Uſe** of the firſt, ſecond, third, and all and every other Son and Sons of the ſaid *J.* now Duke of *R.* by the ſaid *K.* late Ducheſs of *R.* in Tail Male; Remainder as to all the ſaid Manors, *&c.* thereby limited for the ſaid Term of 400 Years, to the ſaid *W.* Lord *C.* (now Duke of *D.*) and *J. R.* their Executors, *&c.* for the Term of 500 Years without Impeachment of Waſte, **In Truſt** for raiſing Portions for the Daughters of the ſaid *J.* now Duke of *R.* by the ſaid *K.* late Ducheſs of *R.* in caſe of Failure of Iſſue Male of the ſaid now Duke of *R.* by her, with Maintenance for ſuch Daughters as are in the ſaid Indenture *Quinquepartite* in that Behalf mentioned; Remainder as to all and ſingular the ſaid Honours, *&c.* herein before mentioned to have been limited in Uſe to the ſaid *J.* now Duke of *R.* for his Life, as aforeſaid, immediately after the Determination of the reſpective Uſes and Eſtates in and by the ſaid recited Indenture *Quinquepartite* thereof limited, and as the ſame ſhould reſpectively end and determine, to the Uſe of ſuch Perſon and Perſons, and for ſuch Eſtate and Eſtates, Uſes, Intents and Purpoſes, and ſubject to ſuch Limitations, Declarations, Truſts, Proviſoes and Agreements, and in ſuch Manner and Form, as the ſaid *J.* late Earl of *R.* by any Deed or Deeds to be by him ſealed and delivered in the Preſence of three or more credible Witneſſes, or by his laſt Will and Teſtament in Writing teſtified as aforeſaid, ſhould from Time to Time limit, declare, direct or appoint; and for want of ſuch Declaration, Limitation, Direction or Appointment, **To the Uſe** of the firſt, ſecond, third, and all and every other the Son and Sons of the ſaid *J.* now Duke of *R.* by any other Woman which he ſhould happen to marry after the Deceaſe of the ſaid *K.* late Ducheſs of *R.* deceaſed, in Tail Male ſucceſſively; Remainder to the Honourable *T. B. M.* ſecond Son of the ſaid *J.* late Duke *R.* by the ſaid *K.* Ducheſs Dowager of *R.* his Wife, for and during the Life of the ſaid *T. B. M.* without Impeachment of Waſte; Remainder to the ſaid *C. B.* and *P. B.* and their Heirs during the Life of the ſaid *T. B. M.* in Truſt to preſerve the contingent Remainders; Remainder to the firſt, ſecond, third, and all and every other Son and Sons of the ſaid *T. M. B.* in Tail Male ſucceſſively; Remainder to the ſaid *J.* late Duke of *R.* his Heirs and Aſſigns for ever, with a Power in the ſaid Indenture *Quinquepartite* of Releaſe contained, for him the ſaid *J.* now Duke of *R.* in caſe he ſhould happen to ſurvive the ſaid *K.* late Ducheſs of *R.* his Wife, ſince deceaſed, by Indenture under his Hand and Seal, ſigned and ſealed by him in the Preſence of two or more credible Witneſſes, to aſſign, limit and appoint all or any Part or Parts of the ſaid Manors, *&c.* thereby limited to the Uſe of the ſaid *K.* late Ducheſs of *R.* deceaſed, for her Life for her Jointure, not exceeding the yearly Value of 1500 *l.* to any Woman or Women which the ſaid *J.* now Duke of *R.* ſhould afterwards marry, for the Life or Lives of ſuch Woman or Women ſucceſſively for her or their Jointure or Jointures: **And whereas** by Indenture *Tripartite*, bearing Date, *&c.* made or mentioned to be made between the ſaid *J.* late Duke of *R.* deceaſed, (by the Name of the Right Honourable *J.* Earl of *R.* Lord *R.* of *H. T. B.* and Lord *M.* of *H.*) and the ſaid *J.* now Duke of *R.* (by the Name of the Right Honourable *J.* commonly called *J. M.* Lord *R.* the eldeſt Son of the ſaid Earl of *R.* by the Right Honourable *K.* Counteſs of *R.* his now Wife) of the firſt Part, *J. L.* of *&c.* Gent. and *T. B.* of, *&c.* Gent. of the ſecond Part, and *W. E.* of, *&c.* Eſq; and *H. B.* of *D.* in the ſaid County of *D.* Eſq; of the third Part, and other Aſſurances in the Law, **All** thoſe the Manors, *&c.* in the ſaid County of *D.* and all, *&c.* and all that Capital Meſſuage, *&c.* in the County of *M.* and all, *&c.* and all that the Manor, *&c.* in the County of *R.* together with, *&c.* to the ſaid Manor or reputed Manor and Rectory of *P.* aforeſaid, or to either of them, and all and ſingular the other Manors, *&c.* and all and ſingular Houſes, *&c.* (**Except** all thoſe the Manors, *&c.* in the ſaid County of *D.* Parcel of the ſaid Manors and Hereditaments herein before mentioned, and comprized in the ſaid Indenture *Tripartite*, and which are thereby limited in Uſe to the ſaid *J.* late Earl of *R.* deceaſed, for his Life; Remainder to the ſaid *J.* Lord *R.* now Duke of *R.* and his Heirs,) **In Conſideration** of the ſaid Marriage between the ſaid *J.* now Duke of *R.* and *K.* late Ducheſs of *R.* deceaſed, and other Conſiderations in the ſaid Indenture *Tripartite* mentioned, **Are** and ſtand limited, after the Deceaſe of the ſaid *J.* late Duke of *R.* deceaſed, **To the Uſe** of the ſaid *J.* now Duke of *R.* for a Term of 99 Years, if he ſhall ſo long live, without Impeachment of Waſte; Remainder to the ſaid *W. E.* and *H. B.* and their Heirs, during the Life of the ſaid laſt mentioned Duke, in Truſt to preſerve the contingent Remainders; Remainder to the ſaid *J. M.* Eſq; now Marquis of *G.* firſt and eldeſt Son of the ſaid *J.* now Duke of *R.* by the ſaid *K.* late Ducheſs of *R.* deceaſed, in Tail Male; Remainder to the ſecond, third, and all and every other the Sons of the ſaid *J.* now Duke of *R.* by the ſaid *K.* late Ducheſs of *R.* deceaſed, ſucceſſively in Tail Male; Remainder to ſuch Perſon and Perſons, and for ſuch Eſtate and Eſtates, Uſes, Intents and Purpoſes, and ſubject unto ſuch Limitations, Declarations, Truſts, Proviſoes and Agreements as the ſaid

Remainder to his Appointment.

Or for want thereof, to the Children of any other Wife, with divers Remainders over.

with Power to make a Jointure.

Conveyance of Eſtates in *D.*

In *M.* and *R.*

In Conſideration of ſaid Marriage are limited to *J.* Duke of *R.* for 99 Years, to preſerve contingent with divers Remainders over.

said *J.* late Duke of *R.* by any Deed or Deeds, to be by him ſealed and delivered in the Preſence of three or more credible Witneſſes, or by his laſt Will and Teſtament in Writing, publiſhed and declared in the Preſence of three or more credible Witneſſes, ſhould from Time to Time limit, declare, direct or appoint; **And** in Default of ſuch Limitation, Declaration, Direction or Appointment, to the firſt, ſecond, third, and all and every other the Son and Sons of the ſaid *J.* now Duke of *R.* on the Body of any other Woman he ſhould happen to marry after the Deceaſe of the ſaid *K.* late Ducheſs of *R.* deceaſed, in Tail Male; Remainder to the ſaid *T. B. M.* for the Term of 99 Years, if he ſhould ſo long live, without Impeachment of Waſte; Remainder to the ſaid *W. E.* and *H. B.* and their Heirs, during the Life of the ſaid *T. B. M.* **In Truſt** to preſerve the contingent Remainders; Remainder to the firſt, ſecond, third, and all and every other the Son and Sons of the ſaid *T. B. M.* ſucceſſively in Tail Male; Remainder to the ſaid ſaid *J.* late Duke of *R.* his Heirs and Aſſigns for ever: **And whereas** by Indenture of Releaſe, bearing Date, *&c.* made or mentioned to be made between the ſaid *J.* late Duke of *R.* ſince deceaſed (by the Name of, *&c.*) of the one Part, and the Right Honourable *J. L. G.* late Lord *G.* deceaſed, (by the Name of Sir *J. L. G.* of *T.* in the County of *S.* Bart.) Sir *W. L.* late of, *&c.* ſince deceaſed, *R. L.* the elder, of, *&c.* Eſq; ſince deceaſed, and the ſaid *T. B.* (by the Name of *T. B.* of, *&c.* Gent.) of the other Part, and other Aſſurances in the Law, **All** thoſe the Manors of, *&c.* in the County of *Y.* with their, *&c.* for the Conſiderations in the ſaid laſt mentioned Indenture of Releaſe mentioned, are and ſtand limited, after the Deceaſe of the ſaid *J.* late Duke of *R.* and the ſaid *T. B. M.* his Son; and in caſe of Failure of Iſſue Male of the Body of the ſaid *T. B. M.* and after the Determination of a Term of 500 Years therein limited, upon ſeveral Truſts now determined, **To the Uſe** of the ſaid *J.* now Duke of *R.* for Life, without Impeachment of Waſte; Remainder to the ſaid Sir *J. L. G.* Sir *W. L. R. L.* and *T. B.* and their Heirs, during the Life of the ſaid *J.* now Duke of *R.* in Truſt to preſerve the contingent Remainders; Remainder to the ſaid *J. M.* now Marquis of *G.* in Tail Male; Remainder to the ſecond, third and all and every other the Son and Sons of the ſaid *J.* now Duke of *R.* in Tail Male; Remainder to all and every other the Son and Sons of the ſaid *J.* late Duke of *R.* deceaſed, in Tail Male; Remainder to all and every the Daughter and Daughters of the ſaid *T. B. M.* in Tail; Remainder to all and every the Daughter and Daughters of the ſaid *J.* now Duke of *R.* and the Heirs of their ſeveral and reſpective Bodies; Remainder to the Right Honourable *K.* Lady Dowager *G.* eldeſt Daughter of the ſaid *J.* late Duke of *R.* deceaſed, by the ſaid *K.* Ducheſs Dowager of *R.* the Right Honourable the Lady *D. M.* youngeſt Daughter of the ſaid late Duke of *R.* by the ſaid Ducheſs Dowager of *R.* and now Counteſs of *G.* and all and every the Daughter and Daughters of the ſaid *J.* late Duke of *R.* thereafter lawfully to be begotten, to take as Tenants in common, and not as Joint-tenants, and the ſeveral and reſpective Heirs of the Body and Bodies of the ſaid *K.* Lady *G. D.* Counteſs of *G.* and all other the Daughters of the ſaid late Duke of *R.* thereafter to be begotten, lawfully iſſuing; Remainder to *R. M.* of, *&c.* Eſq; in Tail Male; Remainder to the ſaid *J.* now Duke of *R.* his Heirs and Aſſigns for ever: **Subject** nevertheleſs to a Power in the ſaid laſt recited Indenture of Releaſe contained for him the ſaid *J.* late Duke of *R.* deceaſed, at any Time during his Life, by any Writing under his Hand and Seal to revoke all the Uſes, Truſts and Eſtates thereby limited and declared, and by the ſame, or any other Writing under his Hand and Seal, to limit and declare new or other Uſes, Eſtates or Truſts thereof, as to him ſhould ſeem meet; as in and by the ſaid ſeveral recited Indentures, Relation, *&c.* **And whereas** the ſaid *T. B. M.* died in the Life-time of the ſaid *J.* late Duke of *R.* without Iſſue of his Body, and the ſaid *J.* late Duke of *R.* died in the Month of, *&c.* having made no Limitation, Declaration or Revocation of Uſes, according to the ſeveral Powers in and by the ſaid ſeveral recited Indentures, to him reſpectively reſerved or given, and left Iſſue of his Body by the ſaid *K.* now Ducheſs Dowager of *R.* the ſaid *J.* now Duke of *R.* the ſaid *K.* Lady *G.* and the ſaid *D.* Counteſs of *G.* and the ſaid *K.* late Ducheſs of *R.* former Wife of the ſaid *J.* now Duke of *R.* died in or about the Month of, *&c.* and there is Iſſue of the ſaid now Duke by her now living, the ſaid *J.* Marquis of *G.* aged above 20 Years, and under the Age of 21 Years, the Right Honourable *W. M.* Eſq; commonly called Lord *W. M.* the Right Honourable *T. M.* Eſq; commonly called Lord *T. M.* and the Right Honourable the Lady *K. M.* the Lady *R. M.* the Lady *F. M.* and the Lady *E. M.* **Whereby**, and by Means thereof, the ſaid *J.* now Duke of *R.* is, according to the Purport and Tenour of the ſeveral Settlements in the ſaid ſeveral recited Indentures compriſed, ſeiſed and poſſeſſed of and in all and ſingular the Honours, *&c.* in the ſame recited Indentures mentioned and contained (except ſuch of the ſaid Premiſſes as are herein before particularly mentioned to be excepted thereout) to himſelf for Life, or for ſome Term or Terms for Years determinable on his Death, with Remainder to Truſtees and their Heirs during his Life, to preſerve contingent Remainders; Remainder to the ſaid *J.* Lord Marquis of *G.* in Tail Male, with ſuch other Remainders over, as in the ſaid ſeveral recited Indentures are thereof reſpectively limited; but Part of the ſaid Manors, *&c.*

Appointment; in Default thereof, how ſettled.

Releaſe whereby Lands in *Y.* ſtand limited to the Uſe of *J.* Duke of *R.* and *T. B. M.* for Life, *&c.* to preſerve contingent Remainders; Remainder, *&c.*

Subject, *&c.*

T. B. M. dead.

No Revocation or new Limitation.

Iſſue of *J.* Duke of *R.*

Death of his former Wife.

Their Iſſue.

J. Duke of *R.* ſeiſed of Premiſſes for Life, *&c.*

Remainders, *&c.*

of the yearly Value of 2500 *l.* or thereabouts, were by the ſaid *J.* Duke of *R.* deceaſed, limited and ſettled to and for the Uſe of the ſaid *K.* now Ducheſs Dowager of *R.* for her Life, for her Jointure; and the ſaid *J.* now Duke of *R.* did, in Purſuance of the ſaid Power to him reſerved, in and by the ſaid recited Indenture *Quinquepartite* of Releaſe, aſſign, limit and appoint other Part of the ſaid Manors, Lands and Premiſſes whereof he is now poſſeſſed or ſeiſed for his Life, as aforeſaid, of the yearly Value of 1500 *l.* to and for the Uſe of the moſt Noble *L.* now Ducheſs of *R.* his Wife, for her Life for her Jointure, in caſe ſhe ſhall happen to ſurvive him; and the ſaid Parts of the ſaid Manors, Lands, Tenements and Hereditaments, are ſtill charged with, or liable to the ſaid Jointure Eſtates of the ſaid *K.* Ducheſs Dowager of *R.* and *L.* the preſent Ducheſs of *R.* **And whereas** a Marriage is intended ſhortly to be had and ſolemnized between the ſaid *J. M.* Eſq; commonly called *J.* Marquis of *G.* and the ſaid *B. S.* and it is agreed by and on the Part and Behalf of the ſaid *J.* now Duke of *R.* and the ſaid *J. M.* Eſq; Marquis of *G.* his Son, that the ſaid ſeveral Honours, *&c.* whereof the ſaid Duke of *R.* is herein before-mentioned to be ſeiſed or poſſeſſed for Life, or for a Term or Terms for Years determinable on his Death, with the uſual Proviſion for preſerving contingent Remainders, and after with Remainder to the ſaid Marquis of *G.* in Tail Male, ſhall, in Conſideration of the ſaid intended Marriage, and of the Eſtate and Fortune of the ſaid *B. S.* herein after ſpecified, and for making a Proviſion for the ſaid *B. S.* and her Iſſue, by the ſaid Lord Marquis of *G.* ſuitable to her Fortune and Quality, be ſettled, conveyed and aſſured to the Uſes, upon the Truſts, and ſubject to the Proviſoes, Limitations and Agreements hereby limited and declared thereof: But the ſaid Lord Marquis of *G.* being under the Age of 21 Years, ſuch Settlement or Conveyance cannot be made according to the common Courſe of the Laws of this Kingdom; ſo that an Act of Parliament is abſolutely neceſſary to make the ſaid Marriage Agreement effectual: **Wherefore** your Majeſty's moſt dutiful Subjects, the ſaid *J.* Duke of *R.* and the ſaid *J. M.* Eſq; commonly called Lord Marquis of *G.* moſt humbly beſeech your moſt excellent Majeſty, that it may be enacted, **And be it enacted** by, *&c.* That from and after the Solemnization of the ſaid intended Marriage, *All* and every the ſaid Honours, Manors, Caſtles, capital Meſſuages, Meſſuages, Lands, Tenements, Rectories, Advowſons, Hereditaments and Premiſſes herein before-mentioned to be limited to the ſaid *J.* now Duke of *R.* for his Life, or for Years determinable on his Death, with the uſual Proviſion to preſerve contingent Remainders; Remainder to the ſaid *J.* Marquis of *G.* in Tail Male, as eldeſt Son of the ſaid *J.* now Duke of *R.* with their and every of their Rights, Members and Appurtenances **ſhall be veſted** and ſettled, and are hereby **veſted and ſettled** in and upon (*Truſtees*) and their Heirs; (**Subject** nevertheleſs to the ſeveral Eſtates for Life, of the ſaid *K.* Ducheſs Dowager of *R.* and *L.* Ducheſs of *R.* the Wife of the ſaid *J.* now Duke of *R.* therein, herein before-mentioned to be thereof limited to them reſpectively, as aforeſaid, for their reſpective Jointures; and ſubject to the ſaid Term of 400 Years in the firſt recited Indenture *Quinquepartite* of Releaſe mentioned, and to the Truſts thereof declared for the raiſing of Portions and Maintenances for the Daughters, and Annuities for the younger Sons of the ſaid *J.* now Duke of *R.* by the ſaid *K.* late Ducheſs of *R.* deceaſed); and the ſaid (*Truſtees*) and their Heirs (ſubject as aforeſaid) ſhall ſtand and be ſeiſed of all and ſingular the ſaid Premiſſes, **To the ſeveral Uſes**, Intents and Purpoſes, and under and ſubject to the ſeveral Proviſoes, Limitations and Agreements herein after mentioned, expreſſed and declared; that is to ſay, **As to, for and concerning** all thoſe the Manors of, *&c.* in the ſaid County of *Y.* and the, *&c.* and alſo as to, for and concerning all that the Manor of, *&c.* in the ſaid County of *M.* **To the Uſe of** (*the Truſtees*) their Executors, *&c.* from and after the Solemnization of the ſaid intended Marriage, for and during and until the full End and Term of 99 Years fully to be compleat and ended, **Upon the Truſts**, and to and for the Ends, Intents and Purpoſes, and with and under the Proviſoes and Agreements herein after-mentioned and declared of and concerning the ſame; that is to ſay, **Upon Truſt** that the ſaid (*Truſtees*) and the Survivor of them, and the Executors, *&c.* ſhall and may, by and out of the Rents, Iſſues and Profits of the Manors, Lands, Tenements, Hereditaments and Premiſſes ſo limited to them for 99 Years, yearly, and every Year during the joint Lives of the ſaid *J.* Marquis of *G.* and *B. S.* his intended Wife, raiſe, levy, pay and diſpoſe of the yearly Sum of 500 *l.* of lawful, *&c.* free and clear of and from all Taxes, Charges and Deductions whatſoever, to ſuch Perſon and Perſons, and for ſuch Uſes, Intents and Purpoſes, as the ſaid *B. S.* alone, and without the ſaid Marquis of *G.* her intended Huſband, notwithſtanding her Coverture, by any Writing or Writings under her Hand ſhall from Time to Time direct and appoint. And to the Intent that the ſame yearly Sum of 500 *l.* may be diſpoſed of and applied to and for the ſole, peculiar and ſeparate Uſe and Benefit of the ſaid *B. S.* and for her Apparel and Ornaments, or otherwiſe, as ſhe ſhall think fit, and may not be ſubject to the Controul, Debts, Engagements or Intermeddling of the ſaid *J.* Marquis of *G.* her intended Huſband; the ſaid yearly Sum of 500 *l.* to be levied and paid half-yearly at, *&c.* the firſt Payment, *&c.* and the Receipt or

Jointure of Ducheſs Dowager of *R.*
His Appointment.
His Ducheſs's Jointure.
A Marriage intended between *J. M.* Eſq; and *B. S.*
J. Duke of *R.* and ſaid *J. M.* his Son agree to make Settlements on *B. S.* ſubject, *&c.* but *J. M.* is under Age.
Enacted, That after the Marriage the Premiſſes mentioned to be limited to *J.* Duke of *R.* for Life, ſhall be veſted in Truſtees.
Subject, *&c.*
to ſeveral Uſes.

Receipts of the ſaid *B. S.* alone under her Hand, or of ſuch Perſon or Perſons as ſhe ſhall ſo appoint to receive the ſame as aforeſaid, ſhall, notwithſtanding her Coverture, from Time to Time be a ſufficient Diſcharge unto the ſaid (*Truſtees*) for ſo much as ſhall therein be acknowledged or expreſſed to be paid; **And alſo upon Truſt** to permit the Reſidue of the ſaid Rents, Iſſues and Profits of the Premiſſes ſo limited to them for the ſaid Term of 99 Years, over and above the ſaid 500 *l. per Annum*, and Coſts and Charges of the ſaid Truſtees upon Account thereof, to be received by the ſaid *J.* Marquis of *G.* and his Aſſigns during the joint Lives of him and the ſaid *B. S.* his intended Wife.

Proviſo.

Provided always, and it is hereby declared and enacted, That if the ſaid *J.* Marquis of *G.* ſhall from Time to Time during the joint Lives of him and the ſaid *B. S.* his intended Wife, well and truly pay, or cauſe to be paid, unto the proper Hands of the ſaid *B. S.* or by her Appointment, for her ſeparate Uſe and Diſpoſal, the ſaid yearly Sum of 500 *l.* by half-yearly Payments as aforeſaid, it ſhall and may be lawful to and for the ſaid Marquis of *G.* and his Aſſigns, in ſuch Caſe to receive and take to his and their own Uſe, during the joint Lives of him the ſaid Marquis and the ſaid *B. S.* his intended Wife, the Rents, Iſſues and Profits of the ſame Premiſſes ſo limited for the ſaid Term of 99 Years. **Provided alſo**, and it is hereby declared and enacted, That when all the Truſts of the ſaid Term of 99 Years ſhall be fully executed and performed, and all Arrears due or to grow due of the ſaid annual Sum of 500 *l.* ſhall be paid and ſatisfied, and the Coſts and Charges of the Truſtees relating thereunto ſhall be raiſed and diſcharged, then and from thenceforth the ſaid Term of 99 Years ſhall ceaſe, determine and become void.

Further Limitations of Uſes and Truſts.

And as to, for and concerning the ſaid Manors, Capital Meſſuages, Lands, Tenements, Hereditaments and Premiſſes herein before limited in Uſe to the ſaid (*Truſtees*) their Executors, *&c.* for 99 Years, from and after the End, Expiration or other ſooner Determination of the ſame Term, and ſubject in the mean Time thereunto, **To the Uſe** and Behoof of the ſaid *J. M.* commonly called Marquis of *G.* and his Aſſigns, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waſte; and from and after the Determination of that Eſtate, **To the Uſe** and Behoof of the ſaid (*Truſtees*) and their Heirs during the Life of the ſaid Marquis of *G.* in Truſt to preſerve the contingent Remainders thereof herein after limited from being defeated or deſtroyed, and for that Purpoſe to make Entries, and bring Actions, as Occaſion ſhall be or require; yet nevertheleſs to permit and ſuffer the ſaid *J.* Marquis of *G.* to receive and take the Rents, Iſſues and Profits thereof during his Life, and immediately from and after the Deceaſe of the ſaid Marquis of *G.* **To the Uſe** and Behoof of the ſaid *B. S.* and her Aſſigns for and during her natural Life for her Jointure, and in full Recompence, Satisfaction and Bar of all Dower, Title of Dower, and Thirds at the Common Law, which ſhe the ſaid *B. S.* can, or at any Time hereafter may have or claim out of the Manors, Lands, Tenements and Hereditaments hereby limited to her for her Life, or out of any other the Manors, Honours, Lands, Tenements or Hereditaments, whereof the ſaid *J.* Marquis of *G.* now is or any Time hereafter during the Coverture between him and the ſaid *B. S.* ſhall or may be ſeiſed of any Eſtate of Freehold or Inheritance; and immediately from and after the Deceaſe of the Survivor of them, the ſaid *J.* Marquis of *G.* and *B. S.* **To the Uſe** and Behoof of (*the Truſtees*), their Executors, *&c.* for and during and unto the full End and Term of 60 Years, without Impeachment of or for any Manner of Waſte, **Upon the Truſts**, and ſubject to the Proviſoes and Agreements herein after mentioned, expreſſed and declared of and concerning the ſame; and immediately from and after the Expiration, or other ſooner Determination of the ſaid Term of 60 Years, and ſubject thereto, **To the Uſe** and Behoof of the firſt Son of the ſaid *J. M.* commonly called Marquis of *G.* on the Body of the ſaid *B. S.* his intended Wife lawfully to be begotten, and the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; and in Default of ſuch Iſſue, **To the Uſe** and Behoof of the ſecond Son of the ſaid *J.* Marquis of *G.* on the Body of the ſaid *B. S.* his intended Wife lawfully to be begotten, and the Heirs Male of the Body of ſuch ſecond Son lawfully iſſuing; and in Default of ſuch Iſſue, **To the Uſe** and Behoof of the third Son of the ſaid *J.* Marquis of *G.* on the Body of the ſaid *B. S.* his intended Wife lawfully to be begotten, and the Heirs Male of the Body of ſuch third Son lawfully iſſuing; and in Default of ſuch Iſſue, **To the Uſe** and Behoof of the fourth, fifth, ſixth, ſeventh, eighth, ninth, tenth, and all and every other the Son and Sons of the ſaid *J.* Marquis of *G.* on the Body of the ſaid *B. S.* his intended Wife lawfully to be begotten, ſeverally and ſucceſſively in Remainder one after another, in Order and Courſe as they and every of them ſhall be in Priority of Birth, and of the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; the Elder of ſuch Son and Sons, and the Heirs Male of his Body iſſuing, being always preferred and to take before a Younger of them and the Heirs Male of his and their Body and Bodies iſſuing; and in Default of ſuch Iſſue, **To the Uſe** and Behoof of the ſaid *J.* now Duke of *R.* for and during the Term of his natural Life, without Impeachment of or for any Manner of Waſte; and immediately from and after the Deceaſe of the ſaid *J.* now Duke of *R.* **To the Uſe** and Behoof of the

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ſaid *J. M.* commonly called Marquis of *G.* and the Heirs Male of his Body lawfully to be begotten; and in Default of ſuch Iſſue, **Then as to, for and concerning** all thoſe the Manors of, *&c.* in the ſaid County of *Y.* whereof or wherein they the ſaid *J.* now Duke of *R.* and *J.* Marquis of *G.* or either of them, now have or hath any Eſtate of Freehold or Inheritance in Poſſeſſion, Reverſion, Remainder or Expectancy, ſituate, *&c.* **To the Uſe** and Behoof of the ſaid *W. M.* Eſq; commonly called Lord *W. M.* and the Heirs Male of his Body lawfully iſſuing; and in Default of ſuch Iſſue, **To the Uſe** and Behoof of the ſaid *T. M.* Eſq; commonly called Lord *T. M.* and the Heirs Male of the Body of the ſaid *T. M.* lawfully iſſuing; and in Default of ſuch Iſſue, **To the Uſe** and Behoof of the Right Honourable *S. M.* Eſq; commonly called Lord *S. M.* Eldeſt Son of the ſaid *J.* now Duke of *R.* by the ſaid *L.* now Ducheſs of *R.* and the Heirs Male of the Body of the ſaid *S. M.* lawfully iſſuing; and in Default of ſuch Iſſue, **To the Uſe** and Behoof of the Right Honourable *G. M.* Eſq; commonly called Lord *G. M.* ſecond Son of the ſaid *J.* now Duke of *R.* by the ſaid *L.* now Ducheſs of *R.* and the Heirs Male of the Body of the ſaid *G. M.* lawfully iſſuing; and in Default of ſuch Iſſue, **To the Uſe** and Behoof of the third, *&c.* and all and every other the Son and Sons of the ſaid *J.* now Duke of *R.* on the Body of the ſaid *L.* Ducheſs of *R.* his now Wife begotten, and to be begotten, either born in his Life-time, or after his Deceaſe, ſeverally, ſucceſſively, and in Remainder one after another, in Order and Courſe as they and every of them ſhall be in Priority of Birth, and of the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; every Elder of ſuch Son and Sons, and the Heirs Male of his and their Body and Bodies iſſuing, being always preferred and to take before a Younger of them and the Heirs Male of his Body iſſuing; and in Default of ſuch Iſſue, **To the Uſe** and Behoof of the firſt Son of the ſaid *J.* now Duke of *R.* on the Body of any other Woman and Women he ſhall happen to marry after the Deceaſe of the ſaid *L.* Ducheſs of *R.* his now Wife lawfully to be begotten, and the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; and in Default of ſuch Iſſue, **To the Uſe** and Behoof of the ſecond Son of the ſaid *J.* now Duke of *R.* on the Body of any Woman or Women he ſhall happen to marry after the Deceaſe of the ſaid *L.* Ducheſs of *R.* and the Heirs Male of the Body of ſuch ſecond Son lawfully iſſuing; and in Default of ſuch Iſſue, **To the Uſe** and Behoof of the third, *&c.* Son and Sons of the ſaid *J.* now Duke of *R.* on the Body of any other Woman or Women which he ſhall happen to marry after the Deceaſe of the ſaid *L.* now Ducheſs of *R.* lawfully to be begotten, either born in his Life-time or after his Deceaſe, ſeverally, ſucceſſively, and in Remainder one after another, in Order and Courſe as they, and every of them, ſhall be in Priority of Birth, and of the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; the Elder of ſuch Sons, and the Heirs Male of his Body iſſuing, being always preferred and to take before a Younger of the ſame Sons and the Heirs Male of his Body iſſuing; and in Default of ſuch Iſſue, **To the Uſe** and Behoof of the ſaid Lady *K. M.* Lady *R. M.* Lady *F. M.* and Lady *E. M.* and Lady *C. M.* Daughters of the ſaid now Duke by the ſaid *L.* Ducheſs of *R.* his now Wife, and all and every other the Daughter and Daughters of the ſaid *J.* now Duke of *R.* lawfully begotten, or to be begotten, to take as Tenants in Common, and not as Jointenants, and of the ſeveral and reſpective Heirs of the ſeveral and reſpective Bodies of ſuch Daughter and Daughters lawfully iſſuing: And if any of the ſame Daughters ſhall happen to die without Heirs of their reſpective Bodies or Body iſſuing, then the Share and Shares of ſuch of them ſo dying without Heirs of her or their Body or Bodies, ſhall from Time to Time, as any of the ſaid Daughters ſhall die without Heirs of her or their reſpective Body or Bodies iſſuing, go and remain to the Survivors and Survivor, and others, and other of every ſuch Daughters and Daughter, and the Heirs of their or her Bodies or Body, by way of Croſs Remainders, till all and every of ſuch Daughters and Daughter ſhall die without Heirs of their or any of their Bodies or Body iſſuing; and in Default of ſuch Iſſue, **To the Uſe** of the ſaid *K.* Lady *G.* and *D.* Counteſs of *G.* as Tenants in Common, and not as Jointenants, and of the ſeveral and reſpective Heirs of the ſeveral and reſpective Bodies of the ſaid *K.* Lady *G.* and *D.* Counteſs of *G.* lawfully iſſuing; and if either of them the ſaid *K.* Lady *G.* and *D.* Counteſs of *G.* ſhall happen to die without any Iſſue of their Bodies, then the Part, Share and Proportion of her or them ſo dying, ſhall be to the Uſe of the Survivors and Survivor, and others and other of them, and of the Heirs of her and their Body and Bodies iſſuing; and in Default of ſuch Iſſue, **To the Uſe** of the ſaid *R. M.* of *M. H.* in the County of *N.* Eſq; and of the Heirs Male of his Body lawfully begotten, or to be begotten; and in Default of ſuch Iſſue, **To the Uſe** and Behoof of the ſaid *J.* now Duke of *R.* and of his Heirs and Aſſigns for ever, and to and for no other Uſe, Intent or Purpoſe whatſoever: **And as to, for and concerning** all thoſe the Manors of, *&c.* whereof or wherein they the ſaid *J.* now Duke of *R.* and *J.* Marquis of *G.* or either of them, now have or hath any Eſtate of Freehold or Inheritance, ſituate, *&c.* immediately from and after the Determination of the ſeveral Uſes and Eſtates thereof

thereof herein before reſpectively limited, and as the ſame ſhall reſpectively end and determine, **To the Uſe** and Behoof of the ſaid *W. M.* Eſq; commonly called Lord *W. M.* and the Heirs of his Body lawfully iſſuing; and in Default of ſuch Iſſue, **To the Uſe** and Behoof of the ſaid *T. M.* Eſq; commonly called Lord *T. M.* and the Heirs Male of his Body lawfully iſſuing; and in Default of ſuch Iſſue, **To the Uſe** and Behoof of the ſaid *S. M.* Eſq; commonly called Lord *S. M.* and the Heirs Male of his Body lawfully iſſuing; and in Default of ſuch Iſſue, **To the Uſe** and Behoof of the ſaid *G. M.* Eſq; commonly called Lord *G. M.* and the Heirs Male of his Body lawfully iſſuing; and in Default of ſuch Iſſue, **To the Uſe** and Behoof of the third, *&c.* Son and Sons of the ſaid *J.* now Duke of *R.* on the Body of the ſaid *L.* Ducheſs of *R.* his now Wife begotten and to be begotten, either born in his Life-time or after his Deceaſe, ſeverally, ſucceſſively, and in Remainder one after another, in Order and Courſe as they and every of them ſhall be in Priority of Birth, and of the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; every Elder of ſuch Son and Sons, and the Heirs Male of his and their Body and Bodies iſſuing, being always preferred and to take before a Younger of them and the Heirs Male of his Body iſſuing; and in Default of ſuch Iſſue, **To the Uſe** and Behoof of the firſt Son of the ſaid *J.* now Duke of *R.* on the Body of any Woman or Women he ſhall happen to marry after the Deceaſe of the ſaid *L.* Ducheſs of *R.* his now Wife, lawfully to be begotten, and the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; and in Default of ſuch Iſſue, **To the Uſe** and Behoof of the ſecond Son of the ſaid *J.* now Duke of *R.* on the Body of any Woman or Women he ſhall happen to marry after the Deceaſe of the ſaid *L.* Ducheſs of *R.* his now Wife, lawfully to be begotten, and the Heirs Male of the Body of ſuch ſecond Son lawfully iſſuing; and in Default of ſuch Iſſue, **To the Uſe** and Behoof of the third, *&c.* Son and Sons of the ſaid *J.* now Duke of *R.* on the Body of any other Woman or Women he ſhall happen to marry after the Deceaſe of the ſaid *L.* Ducheſs of *R.* lawfully to be begotten, either born in his Life-time or after his Deceaſe, ſeverally, ſucceſſively, and in Remainder one after another, in Order and Courſe as they and every of them ſhall be in Priority of Birth, and of the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; every Elder of ſuch Son and Sons, and the Heirs Male of his and their Body and Bodies iſſuing, being always preferred and to take before a Younger of them and the Heirs Male of his Body iſſuing; and in Default of ſuch Iſſue, **To the Uſe** and Behoof of the right Heirs of the ſaid *J.* late Duke of *R.* deceaſed for ever: **And as to, for and concerning** all that the Honour, Caſtle, *&c.* herein before recited, or mentioned to be limited in Uſe to the ſaid *J.* now Duke of *R.* for Life, or for 99 Years, determinable on his Death, with the uſual Proviſion for preſerving contingent Remainders, with Remainder to the ſaid Lord *G.* in Tail Male, and whereof no Uſe is herein before limited, immediately to take Effect from and after the Solemnization of the ſaid intended Marriage, **To the Uſe** and Behoof of the ſaid *J.* now Duke of *R.* and his Aſſigns, for and during his natural Life, without Impeachment of or for any Manner of Waſte; and from and after the Determination of that Eſtate, **To the Uſe** of the ſaid *J. M.* Eſq; commonly called *J.* Marquis of *G.* and his Aſſigns, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waſte; and from and after the Determination of the reſpective Eſtates for Life therein of them the ſaid *J.* now Duke of *R.* and *J.* Marquis of *G.* **To the Uſe** of the ſaid *(Truſtees)* and their Heirs during the Lives of them the ſaid *J.* Duke of *R.* and *J.* Marquis of *G.* and the Life of the Survivor of them, **In Truſt** to ſupport and preſerve the contingent Remainders herein after limited from being defeated or deſtroyed, and for that Purpoſe to make Entries and bring Actions as Occaſion ſhall be or require; yet nevertheleſs to permit and ſuffer the ſaid *J.* Duke of *R.* and *J.* Marquis of *G.* to receive and take the Rents, Iſſues and Profits of the ſame Premiſſes, according to the Limitations hereby made to them for their reſpective Lives as aforeſaid; and immediately from and after the Deceaſe of the Survivor of them the ſaid *J.* Duke of *R.* and *J.* Marquis of *G.* **Then as to, for and concerning** all thoſe the Manors, *&c.* in the ſaid County of *M.* **And alſo as to, for and concerning** all that the Manor, *&c.* in the ſaid County of *D.* whereof or wherein the ſaid *J.* now Duke of *R.* and *J.* Marquis of *G.* or either of them, have or hath any Eſtate of Freehold or Inheritance in Poſſeſſion, Reverſion, Remainder or Expectancy, **To the Uſe** and Behoof of *(the Truſtees)* their Executors, *&c.* for and during, and until the full End and Term of 600 Years, from thence next enſuing, fully to be compleat and ended, without Impeachment of or for any Manner of Waſte, upon the Truſts, and ſubject to the Proviſoes and Agreements herein after expreſſed and declared of and concerning the ſame; and from and after the Expiration or other ſooner Determination of the ſaid Term of 600 Years, **Then as to, for and concerning** as well the ſaid Manors, *&c.* ſo limited to them the ſaid *(Truſtees)* for the ſaid Term of 600 Years; as alſo all and ſingular other the Honours, *&c.* herein before mentioned to be limited to the ſaid *J.* now Duke of *R.* for Life; and whereof no Uſe is herein before limited to the ſaid *B. S.* for her Life for her Jointure, immediately after the Determination of

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the ſeveral Uſes thereof herein before limited, and as the ſame ſhall reſpectively end and determine, **To the Uſe** and Behoof of the firſt Son of the ſaid *J. M.* Eſq; commonly called *J.* Marquis of *G.* on the Body of the ſaid *B. S.* his intended Wife lawfully to be begotten, and the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; and in Default of ſuch Iſſue, **To the Uſe** and Behoof of the ſecond Son of the ſaid *J.* Marquis of *G.* on the Body of the ſaid *B. S.* his intended Wife to be begotten, and the Heirs Male of the Body of ſuch ſecond Son lawfully iſſuing; and in Default of ſuch Iſſue, **To the Uſe** and Behoof of the third Son of the ſaid *J.* Marquis of *G.* on the Body of the ſaid *B. S.* his intended Wife to be begotten, and the Heirs Male of the Body of ſuch third Son lawfully iſſuing; and in Default of ſuch Iſſue, **To the Uſe** and Behoof of the fourth, *&c.* Son and Sons of the ſaid *J.* Marquis of *G.* on the Body of the ſaid *B. S.* his intended Wife to be begotten, either born in his Life-time or after his Deceaſe, ſeverally, ſucceſſively, and in Remainder one after another, in Order and Courſe as they and every of them ſhall be in Priority of Birth, and of the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; every Elder of ſuch Sons, and the Heirs Male of his Body iſſuing, being always preferred and to take before a Younger of them and the Heirs Male of his Body iſſuing; and in Default of ſuch Iſſue, **Then as to, for and concerning** all thoſe the Manors, *&c.* herein before limited in Uſe to them the ſaid (*Truſtees*) for the ſaid Term of 600 Years, with their and every of their Rights, *&c.* **To the Uſe** of their Executors, Adminiſtrators and Aſſigns, for and during, and unto the full End and Term of 1000 Years from thence next enſuing, fully to be compleat and ended, without Impeachment of or for any Manner of Waſte, **Upon the Truſts**, and ſubject to the Proviſoes and Agreements herein after mentioned, expreſſed and declared of and concerning the ſame; and immediately from and after the Expiration or other ſooner Determination of the ſaid Term of 1000 Years, **Then as to, for and concerning** as well the ſaid Manors, *&c.* ſo limited to them the ſaid (*Truſtees*) for the ſaid Term of 1000 Years, as alſo all and ſingular other the Honours, *&c.* herein before mentioned to be limited in Uſe to the ſaid *J.* now Duke of *R.* for Life, and whereof no Uſe it herein before limited, to the ſaid *B. S.* for her Life for her Jointure, immediately after the Determination of the ſeveral Uſes thereof herein before limited, and as the ſame ſhall reſpectively end and determine, **To the Uſe** and Behoof of the *J. M.* Eſq; commonly called *J.* Marquis of *G.* and the Heirs Male of his Body lawfully iſſuing; and in Default of ſuch Iſſue, **To the Uſe** and Behoof of the ſaid *W. M.* Eſq; commonly called Lord *W. M.* and the Heirs Male of his Body lawfully iſſuing; and in Default of ſuch Iſſue, **To the Uſe** and Behoof of the ſaid *T. M.* Eſq; commonly called Lord *T. M.* and the Heirs Male of his Body lawfully iſſuing; and in Default of ſuch Iſſue, **To the Uſe** and Behoof of the ſaid *S. M.* Eſq; commonly called Lord *S. M.* and the Heirs Male of his Body lawfully iſſuing; and in Default of ſuch Iſſue, **To the Uſe** and Behoof of the ſaid *G. M.* Eſq; commonly called Lord *G. M.* and the Heirs Male of his Body lawfully iſſuing; and in Default of ſuch Iſſue, **To the Uſe** and Behoof of the third, *&c.* Son and Sons of the ſaid *J.* now Duke of *R.* on the Body of the ſaid *L.* Ducheſs of *R.* his now Wife begotten or to be begotten, either born in his Life-time or after his Deceaſe, ſeverally, ſucceſſively, and in Remainder one after another, in Order and Courſe as they and every of them ſhall be in Priority of Birth, and of the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; every Elder of ſuch Son and Sons, and the Heirs Male of his and their Body and Bodies iſſuing, being always preferred and to take before a Younger of them and the Heirs Male of his Body iſſuing; and in Default of ſuch Iſſue, **To the Uſe** and Behoof of the firſt Son of the ſaid *J.* now Duke of *R.* on the Body of any Woman or Women he ſhall happen to marry after the Deceaſe of the ſaid *L.* Ducheſs of *R.* his now Wife, lawfully to be begotten, and the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; and in Default of ſuch Iſſue, **To the Uſe** and Behoof of the ſecond Son of the ſaid *J.* now Duke of *R.* on the Body of any Woman or Women he ſhall happen to marry after the Deceaſe of the ſaid *L.* Ducheſs of *R.* his now Wife, lawfully to be begotten, and the Heirs Male of the Body of ſuch ſecond Son lawfully iſſuing; and in Default of ſuch Iſſue, **To the Uſe** and Behoof of the third Son of the ſaid *J.* now Duke of *R.* on the Body of any Woman or Women he ſhall happen to marry after the Deceaſe of the ſaid *L.* Ducheſs of *R.* his now Wife, lawfully to be begotten, and the Heirs Male of the Body of ſuch third Son lawfully iſſuing; and in Default of ſuch Iſſue, **To the Uſe** and Behoof of the fourth, *&c.* Son and Sons of the ſaid *J.* now Duke of *R.* on the Body of any Woman or Women he ſhall happen to marry after the Deceaſe of the ſaid *L.* Ducheſs of *R.* his now Wife, lawfully to be begotten, either born in his Life-time or after his Deceaſe, ſeverally, ſucceſſively and in Remainder one after another, in Order and Courſe as they and every of them ſhall be in Priority of Birth, and of the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; every Elder of ſuch Son or Sons, and the Heirs Male of his Body iſſuing, being always preferred,

ferred, &c. and in Default of ſuch Iſſue, **To the Uſe** and Behoof of the right Heirs of the ſaid *J.* late Duke of *R.* for ever, and to and for no other Uſe, Intent or Purpoſe whatſoever: **And it is hereby Declared and Enacted,** That the ſaid Manors, Lands, Hereditaments and Premiſſes herein before limited in Uſe to them the ſaid (*Truſtees*) their Executors, &c. for the ſaid Term of 600 Years, are and were ſo limited to them, upon the Truſts, and to the Intents and Purpoſes, and ſubject to the Proviſoes herein after declared; that is to ſay, That in caſe the ſaid *B. S.* ſhall happen to ſurvive the ſaid *J.* Marquis of *G.* her intended Huſband, then the ſaid (*Truſtees*) their Executors, &c. ſhall and do within the Space of three Kalendar Months next after the Deceaſe of the ſaid *J.* Marquis of *G.* (ſubject nevertheleſs to the Eſtate for Life therein of the ſaid *J.* now Duke of *R.*) by or out of the Rents and Profits of the Premiſſes ſo limited to them for the ſaid Term of 600 Years, or by Sale or Mortgage thereof, or of any Part thereof, for all or any Part of the ſame Term, raiſe and levy the Sum of 1000 *l.* of lawful, &c. and Intereſt for the ſame, from the Expiration of the ſaid three Kalendar Months, and pay the ſame to the proper Hands of the ſaid *B. S.* to and for her own proper Uſe and Benefit, and afterwards, and ſubject thereto upon this further Truſt, that is to ſay, in Caſe there ſhall be any Iſſue Male of the Bodies of the ſaid *J.* Marquis of *G.* and *B. S.* his intended Wife, begotten, who ſhall for the Time being after the Death of the Survivor of them the ſaid *J.* now Duke of *R.* and *J.* Marquis of *G.* be intitled to the immediate Freehold and Inheritance of the ſame Premiſſes, by virtue of any the Limitations aforeſaid; and alſo one or more younger Child or Children of the ſaid *J.* Marquis of *G.* by the ſaid *B. S.* either born in his Life-time or after his Deceaſe; then the ſaid (*Truſtees*) their Executors, &c. ſhall and do after the Deceaſe of the ſaid *J.* now Duke of *R.* and *J.* Marquis of *G.* and the Survivor of them, by and out of the Rents, Iſſues and Profits of the ſaid Manors, Lands and Premiſſes ſo limited to them for 600 Years, as aforeſaid, raiſe, levy and pay to and for all and every ſuch of the ſaid younger Child or Children of the ſaid *J.* Marquis of *G.* and *B. S.* as ſhall be a Son or Sons, and ſhall not be intitled to the immediate Freehold of the ſame Premiſſes ſo compriſed in the ſaid Term of 600 Years, the annual Rent or yearly Sum of 500 *l.* a-piece, for and during the natural Life and Lives of ſuch Son and Sons reſpectively, by even half-yearly Payments, at or on the two moſt uſual Feaſts or Days of Payment in the Year; that is to ſay, &c. without any Deduction, &c. the firſt Payment, &c. and alſo upon this further Truſt, that in Caſe any of the ſaid younger Child or Children ſhall be a Daughter or Daughters, then upon Truſt that they the ſaid (*Truſtees*) their Executors, &c. ſhall and do, after the Deceaſe of the Survivor of them the ſaid *J.* now Duke of *R.* and *J.* Marquis of *G.* by Sale or Mortgage of the ſaid Manors, Lands and Premiſſes ſo to them limited for 600 Years as aforeſaid, or of a competent Part thereof, for all or any Part of the ſame Term, or by and with the Rents, Iſſues and Profits thereof in the mean Time, and till ſuch Sale or Mortgage can be made, or by all and any the Ways and Means aforeſaid, raiſe and levy ſuch Sum and Sums of Money, for the Portion and Portions and Maintenance of all and every ſuch Daughter and Daughters (in Caſe of Iſſue Male of the ſaid intended Marriage then living) as is herein after mentioned; that is to ſay, In Caſe there ſhould be but one ſuch Daughter, then ſuch only Daughter ſhall have the Sum of 10000 *l.* of lawful, &c. for her Portion; and in Caſe there ſhall be two or three ſuch Daughters, then ſuch two or three Daughters ſhall have the Sum of 20000 *l.* of like Money for their Portions, to be equally divided between or amongſt them, Share and Share alike; and in Caſe there ſhall be four or more ſuch Daughters, then ſuch four or more Daughters ſhall have the Sum of 5000 *l.* a-piece of like Money for their Portions, to be equally divided between or among them Share and Share alike; the ſaid Portion or Portions for ſuch Daughter or Daughters, in Caſe of Iſſue Male, to be paid to her or them reſpectively, at her or their reſpective Ages of 18 Years, or Day or Days of her or their reſpective Marriages, which ſhall firſt happen after the Deceaſe of the Survivor of them the ſaid *J.* now Duke of *R.* and *J.* Marquis of *G.* or ſooner, if they or the Survivor of them ſhall by any Writing under the Hands and Seals of them, or the Hand and Seal of the Survivor of them, direct or appoint, which it ſhall be lawful for them to do; and if any of the ſaid Daughters ſhall attain her or their reſpective Ages of 18 Years, or to be married in the Life-time of the ſaid *J.* now Duke of *R.* and *J.* Marquis of *G.* or the Lifetime of the Survivor of them, then ſuch Portion or Portions ſhall be paid to ſuch Daughter or Daughters reſpectively within one Year next after the Deceaſe of the Survivor of them the ſaid *J.* Duke of *R.* and *J.* Marquis of *G.* unleſs they the ſaid *J.* now Duke of *R.* and *J.* Marquis of *G.* or the Survivor of them, ſhall direct the ſame to be raiſed in the Life-time of them, or the Survivor of them, which they may do if they ſhall ſo pleaſe: **And upon this further Truſt,** That in the mean Time, from and after the Deceaſe of the Survivor of them the ſaid *J.* Duke of *R.* and *J.* Marquis of *G.* until the ſame Portion or Portions for ſuch Daughter or Daughters ſhall become due and payable, they the ſaid (*Truſtees*) their Executors, &c. ſhall and do out of the Rents and Profits of the ſame Premiſſes ſo limited to them for the ſaid Term of 600 Years

Declaration concerning the Premiſſes before limited to the ſaid Truſtees.

(ſubject nevertheleſs as aforeſaid) raiſe, levy and pay ſuch yearly Sum and Sums of Money for the Maintenance and Education of ſuch Daughter and Daughters of the ſaid *J.* Marquis of *G.* on the Body of the ſaid *B. S.* his intended Wife to be begotten, in Caſe of Iſſue Male of the ſaid intended Marriage, as will amount unto or be equivalent with the Intereſt of the Portion or Portions hereby for them reſpectively provided, after the Rate of 5 *l. per Centum per Annum.* **Provided** nevertheleſs, and it is hereby Declared and Enacted, That in Caſe any of the ſaid Daughters ſhall happen to die before her or their reſpective Portion or Portions ſhall become payable by Virtue of this Act, then the Portion or Portions of her or them ſo dying, ſhall go and be paid unto, and be divided amongſt the Survivors and Survivor of ſuch Daughter or Daughters, When her or their Original Portion or Portions ſhall become payable as aforeſaid, ſo as no one ſuch Daughter ſhall by Virtue of the ſaid Term of 600 Years, or the Truſts hereby thereof declared, have above the Sum of 10000 *l.* for her Portion. **Provided** alſo, and it is hereby further Declared and Enacted, and the ſaid Manors, Lands and Premiſſes are ſo limited to them the ſaid (*Truſtees*) their Executors, *&c.* for the ſaid Term of 600 Years, upon this further Truſt and Confidence, that they the ſaid (*Truſtees*) their Executors, *&c.* ſhall and do permit and ſuffer ſuch Perſon and Perſons reſpectively, to whom the next and immediate Reverſion or Remainder of the ſame Premiſſes, expectant upon the Determination of the ſame Term of 600 Years, ſhall for the Time being belong, by Virtue of the Limitations afore-mentioned (until ſome or one of the ſaid Portions for Daughters of the ſaid intended Marriage, in Caſe of Iſſue Male, ſhall become payable by Virtue of this Act) to take and receive the Rents, Iſſues and Profits of the ſame Premiſſes, over and above the ſaid annual Rents or yearly Sums of 500 *l.* a-piece, hereby provided for the younger Sons of the ſaid *J.* Marquis of *G.* by the ſaid *B. S.* his intended Wife to be begotten, and over and above ſuch Sum and Sums of Money as are hereby provided and allowed for the Maintenance and Education of ſuch Daughter and Daughters as aforeſaid. **Provided** always, and it is hereby Declared and Enacted, That in Caſe there ſhall be no Son of the ſaid *J.* Marquis of *G.* on the Body of the ſaid *B. S.* his intended Wife to be begotten, nor any Iſſue Male of ſuch Son living at the Time of the Deceaſe of the ſaid *J.* Marquis of *G.* or afterwards born alive; or in Caſe there ſhall be no Child or Children of the ſaid *J.* Marquis of *G.* on the Body of the ſaid *B. S.* his Wife intended to be begotten, other than ſuch as ſhall be intitled to the immediate Freehold of the ſame Premiſſes, by Virtue of the Limitations afore-mentioned; or there being ſuch Child or Children, all of them ſhall happen to die before their or any of their ſaid Portions ſhall become payable, as aforeſaid; or in Caſe the ſaid annual Rents or yearly Sums of 500 *l.* a-piece, hereby appointed to be raiſed and paid, to and for the younger Sons of the ſaid *J.* Marquis of *G.* by the ſaid *B. S.* and all Arrears thereof reſpectively ſhall have been raiſed and paid, and all and every the ſaid Sum and Sums of Money to be raiſed for the Portion or Portions of ſuch Daughter or Daughters of the ſaid intended Marriage, in Caſe of Iſſue Male thereof, with ſuch Maintenance for the ſaid Daughter or Daughters, as is hereby before provided and appointed, ſhall by the Ways and Means in that Behalf before expreſſed have been raiſed and levied; then, and in any of the ſaid Caſes ſo happening, and all and every the Truſts herein declared of and concerning the ſaid Term of 600 Years, being firſt duly executed and performed; the ſaid Term of 600 Years of and in the Premiſſes therein comprized, or ſo much thereof as ſhall remain unſold or undiſpoſed of, for the Purpoſes aforeſaid, ſhall ceaſe and be void for the Benefit of the Perſon or Perſons next in Reverſion or Remainder of the ſame Premiſſes, immediately expectant upon the Determination of the ſame Term. **Provided** alſo, and it is hereby further Declared and Enacted, That if the ſaid *J.* Marquis of *G.* ſhall at any Time during his Life, or at the Time of his Death, give or advance, to or for any of his ſaid Daughters by the ſaid *B. S.* (in Caſe of Iſſue Male by her as aforeſaid) any Sum or Sums of Money, or any Lands or Tenements, Goods or Chattels, for or towards the Advancement or Preferment of ſuch Daughter or Daughters in Marriage, and ſhall in Writing declare the ſame to be intended, as and for ſo much of the Portion or Portions hereby for her or them reſpectively provided; then ſuch Sum or Sums of Money, and the Value of ſuch Lands, Tenements, Goods and Chattels, ſhall be accounted to her or them to whom the ſame are given or left, as and for Part of the Portion or Portions hereby for her or them provided; any Thing herein before contained to the contrary thereof notwithſtanding. **And it is hereby** further Declared and Enacted, That the ſaid Manors, Lands, Tenements, Hereditaments and Premiſſes hereby limited in Uſe to them the ſaid (*Truſtees*) their Executors, Adminiſtrators and Aſſigns, for the ſaid Term of 1000 Years, are and were ſo limited to them, upon the Truſts, and to the Ends, Intents and Purpoſes, and ſubject to the Proviſoes herein after declared and expreſſed of and concerning the ſame; that is to ſay, That in Caſe the ſaid *J.* Marquis of *G.* ſhall happen to die without Iſſue Male of his Body on the Body of the ſaid *B. S.* his intended Wife, born in his Life-time or after his Deceaſe; or there being ſuch Iſſue Male, and all of them ſhall happen to die without Iſſue Male before any of them attain to the Age of 21 Years, and that there

there be Iſſue one or more Daughter or Daughters of the ſaid *J.* Marquis of *G.* on the Body of the ſaid *B. S.* his intended Wife, at the Time of ſuch Failure of Iſſue Male as aforeſaid, or at any Time afterwards; then upon Truſt that the ſaid (*Truſtees*) their Executors, *&c.* ſhall and do by Sale or Mortgage of the ſaid Manors, *&c.* comprized in the ſaid Term of 1000 Years, or of any Part thereof, for all or any Part of the ſame Term, or by or out of the Rents, *&c.* in the mean Time, until ſuch Sale or Mortgage can be made, or by all or any the Ways aforeſaid, raiſe and levy ſuch Sum and Sums of Money for the Portion and Portions of all and every ſuch Daughter and Daughters as is herein after mentioned, that is to ſay, If but one ſuch Daughter, then the Sum of 20000 *l.* of, *&c.* for the Portion of ſuch only Daughter, and if two ſuch Daughters, then the Sum of 30000 *l.* of like Money to be equally divided between ſuch two Daughters, and if three or more ſuch Daughters, then the Sum of 10000 *l.* a-piece for all and every ſuch Daughter or Daughters; the ſame Portion and Portions to be paid unto ſuch Daughter and Daughters reſpectively, at her or their reſpective Age or Ages of 18 Years, or Day or Days of her or their reſpective Marriages, which ſhall firſt happen, after the Deceaſe of the Survivor of them the ſaid *J.* Duke of *R.* and *J.* Marquis of *G.* and Failure of Iſſue Male of the ſaid Marquis by the ſaid *B. S.* his intended Wife, as aforeſaid, or ſooner if they the ſaid *J.* now Duke of *R.* and *J.* Marquis of *G.* or the Survivor of them, ſhall by any Writing under the Hands and Seals of them, or the Survivor of them, ſo direct or appoint, which it ſhall be lawful for them to do; and if any of the ſaid Daughters ſhall attain her or their reſpective Ages of 18 Years, or be married in the Life-time of the ſaid *J.* now Duke of *R.* and *J.* Marquis of *G.* or the Life-time of the Survivor of them, then ſuch Portion or Portions ſhall be paid to ſuch Daughter or Daughters reſpectively, within one Year next after the Deceaſe of the Survivor of them the ſaid *J.* Duke of *R.* and *J.* Marquis of *G.* unleſs the ſaid *J.* now Duke of *R.* and *J.* Marquis of *G.* or the Survivor of them, ſhall direct the ſame to be raiſed in the Life-time of them, or the Survivor of them, which they may do if they ſhall ſo pleaſe; and alſo upon this further Truſt, that they the ſaid (*Truſtees*) their Executors, *&c.* ſhall and do, by and out of the Rents, *&c.* of the Premiſſes ſo limited to them for the ſaid Term of 1000 Years, from and after the Deceaſe of the Survivor of them the ſaid *J.* now Duke of *R.* and *J.* Marquis of *G.* and Failure of Iſſue Male of the ſaid Marquis by the ſaid *B. S.* his intended Wife, in the mean Time and until ſuch Portion or Portions of the ſaid Daughter or Daughters ſhall become payable as aforeſaid, raiſe, levy and pay ſuch yearly Sum and Sums of Money for the Maintenance and Education of the ſame Daughter and Daughters as are herein after mentioned, that is to ſay, If there ſhall be but one ſuch Daughter, then the yearly Sum of 600 *l.* for ſuch only Daughter, and if there ſhall be two ſuch Daughters and no more, then the yearly Sum of 500 *l.* a-piece for ſuch two Daughters, and if there ſhall be three or more ſuch Daughters, then the yearly Sums of 400 *l.* a-piece for ſuch three or more Daughters; the ſaid yearly Sum and Sums for Maintenance, to be paid to ſuch Daughter and Daughters reſpectively, at or on the two moſt uſual Feaſts, *&c.* the firſt Payment thereof to begin and be made at or upon ſuch of the ſaid Feaſts or Days as ſhall firſt and next happen after the Deceaſe of the Survivor of them, the ſaid *J.* now Duke of *R.* and *J.* Marquis of *G.* and Failure of Iſſue Male of the ſaid Marquis by the ſaid *B. S.* his intended Wife. **Provided** always, and it is hereby Declared and Enacted, That in Caſe any of the ſaid Daughters ſhall happen to die before her or their Portion or Portions ſhall become payable by Virtue of this Act, then the Portion or Portions of her or them ſo dying ſhall go and be paid unto, and be equally divided amongſt the Survivors or Survivor of them, when the original Portion or Portions of ſuch ſurviving Daughter or Daughters ſhall become payable in Purſuance hereof, ſo as no one ſuch Daughter ſhall have more than the Sum of 20000 *l.* for her Portion by Virtue of this Truſt. **Provided** alſo, and it is hereby Declared and Enacted, That in Caſe all the ſaid Daughters ſhall happen to die before any of their ſaid Portions ſhall become payable, in Purſuance hereof, then the ſaid Sum and Sums of Money hereby appointed to be raiſed for Portions for ſuch Daughters, as aforeſaid, or ſo much thereof as ſhall not be then raiſed, ſhall not be raiſed, but ſhall ceaſe for the Benefit of ſuch Perſon or Perſons as ſhall for the Time being be next in Reverſion or Remainder of the Premiſſes, immediately expectant upon the Determination of the ſaid Term of 1000 Years, and then alſo ſuch Sum and Sums of Money as ſhall be then raiſed for or towards ſuch Portion or Portions, ſhall be paid unto the ſame Perſon or Perſons next in Reverſion or Remainder, as aforeſaid. **Provided** alſo, and be it Enacted, That no ſuch Sale or Mortgage as aforeſaid, ſhall be made of the Premiſſes hereby limited, in Uſe to them the ſaid (*Truſtees*) for the ſaid Term of 1000 Years, until ſome one of the ſaid Portions ſhall become payable by Virtue of this Act. **Provided** likewiſe, and it is alſo hereby Declared and Enacted, That in caſe the ſaid *J.* Marquis of *G.* ſhall in his Life time give to his ſaid Daughter or Daughters any Sum or Sums of Money, for or towards her or their Advancement or Preferment in Marriage, or the ſaid Daughter or Daughters ſhall receive or be intitled to any Portion or Portions to be raiſed by Virtue of the Truſts declared of the ſaid Term of 600 Years, or if by or after the Death of

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the ſaid *J.* Marquis of *G.* there ſhall come unto, or deſcend upon the ſaid Daughter or Daughters, or any of them, any Lands, Tenements or Hereditaments of and from the ſaid *J.* Marquis of *G.* then ſuch Sum or Sums of Money, and the Value of ſuch Lands, Tenements and Hereditaments to be ſold, ſhall be accounted and deemed as Part of the Portions hereby for them provided, in Caſe the ſaid *J.* Marquis of *G.* ſhall ſo declare by Writing under his Hand, and not otherwiſe. **Provided** always, and it is hereby Declared and Enacted, That the ſaid Manors, Lands and Premiſſes ſo limited in Uſe to them the ſaid (*Truſtees*) their Executors, *&c.* for the ſaid Term of 1000 Years, are and were ſo limited to them, upon this further Truſt, that they the ſaid (*Truſtees*) their Executors, *&c.* ſhall and do permit and ſuffer ſuch Perſon and Perſons reſpectively, to whom the next and immediate Reverſion or Remainder of the ſame Premiſſes expectant upon the Determination of the ſaid Term of 1000 Years, ſhall for the Time being belong by Virtue of the Limitations in this Act contained, to take and receive the Reſidue and Overplus of the Profits of the Premiſſes comprized in the ſame Term, over and above ſo much thereof as ſhall be from Time to Time paid for the reſpective Maintenance and Education of the ſaid Daughter or Daughters reſpectively, until ſome or one of the ſame Portions ſhall become payable. **Provided** likewiſe, and it is hereby further Declared and Enacted, That in Caſe at the Time of the Death of the Survivor of them the ſaid *J.* now Duke of *R.* and *J.* Marquis of *G.* and Failure of Iſſue Male of the ſaid Marquis by the ſaid *B. S.* there ſhall happen to be no ſuch Daughter or Daughters of their two Bodies, living or afterwards born alive, or there being any ſuch, all of them ſhall happen to die before any of their ſaid Portions ſhall become payable by Virtue of this Act; or in caſe all and every the Truſts herein before declared, of and concerning the ſaid Term of 1000 Years, ſhall in all Things be fully performed and ſatisfied according to the true Intent and Meaning of this Act; then and in any of the ſaid Caſes, the ſaid Term of 1000 Years of and in the ſaid Manors, Lands and Hereditaments therein comprized, or ſo much thereof as ſhall then remain unſold or undiſpoſed of for the Purpoſes aforeſaid, ſhall ceaſe, determine, and be abſolutely void; any Thing herein contained to the contrary notwithſtanding. **And it is hereby further Declared and Enacted,** That the ſaid Manors, *&c.* herein before limited in Uſe to the ſaid (*Truſtees*) their Executors, *&c.* for the ſaid Term of 60 Years, are and were ſo limited to them, upon the Truſts, and to the Ends, Intents and Purpoſes, and with and under the Proviſoes and Agreements herein after expreſſed and declared of and concerning the ſame, that is to ſay, in Caſe the ſaid *J.* Marquis of *G.* and *B. S.* his intended Wife, ſhall both of them happen to die in the Life-time of the ſaid *J.* now Duke of *R.* leaving Iſſue between them two begotten, any Son or Daughter, Sons or Daughters, who ſhall be intitled to the Annuities and Maintenance hereby provided for them, by the Truſts declared of the ſaid ſeveral Terms of 600 Years and 1000 Years reſpectively; then upon Truſt that they the ſaid (*Truſtees*) their Executors, *&c.* ſhall and do from Time to Time, after the Deceaſe of the Survivor of them the ſaid *J.* Marquis of *G.* and *B. S.* his intended Wife, by and out of the Rents, Iſſues and Profits of the ſaid Manors, *&c.* ſo limited to them for the ſaid Term of 60 Years, raiſe, levy and pay, during the Life-time of the ſaid *J.* now Duke of *R.* to and for the younger Sons of the ſaid *J.* Marquis of *G.* by the ſaid *B. S.* his intended Wife, the ſaid Annuities ſo provided for them by the Truſts declared of the ſaid Term of 600 Years, and to and for the Daughters of the ſaid *J.* Marquis of *G.* by the ſaid *B. S.* his intended Wife, ſuch yearly Sum and Sums of Money for their Maintenance, and in ſuch Proportion to their reſpective Fortunes, and ſubject to ſuch Augmentation or Diminution, as in the Truſts of the ſaid ſeveral Terms of 600 Years and 1000 Years is in that Behalf mentioned, expreſſed and declared; the ſaid Annuities and Maintenances reſpectively to be payable to ſuch Daughter and Daughters, younger Son or younger Sons reſpectively, by ſuch half-yearly Payments, as the Annuities and Maintenances provided for them reſpectively by the Truſts of the ſame Terms of 600 Years and 1000 Years, are therein limited and appointed to be paid: **And alſo upon this further Truſt,** to permit the Reſidue of the Rents, Iſſues and Profits of the Premiſſes ſo limited to them the ſaid (*Truſtees*) their Executors, *&c.* for the ſaid Term of 60 Years, to be received by the Perſon or Perſons that ſhall be intitled to the Reverſion of the ſame Premiſſes expectant upon the Determination of the ſame Term. **Provided** always, and it is hereby Declared and Enacted, That the ſeveral Sum or Sums of Money that ſhall be raiſed by Virtue of the Truſt declared of the ſaid Term of 60 Years, for the Annuities and Maintenances of ſuch younger Sons or Daughters of the ſaid *J.* Marquis of *G.* by the ſaid *B. S.* reſpectively, ſhall not, nor ſhall any of them or any Part of them, be charged upon or affect the Manors, *&c.* comprized in the ſaid Terms of 600 Years and 1000 Years, or either of them; but the ſame Manors, *&c.* ſhall be acquitted of, and diſcharged and exempted from all and every ſuch Sum and Sums of Money that ſhall from Time to Time be raiſed and paid, in Purſuance of the Truſt declared of the ſame Term of 60 Years for the Purpoſes aforeſaid; any thing contained to the contrary notwithſtanding. **Provided** always alſo, and it is hereby further Declared and Enacted, That from and immediately after the Deceaſe of the ſaid *J.* now Duke of *R.* and after all the Truſts of the ſaid Term of 60 Years ſhall be fully performed

and executed, and all Arrears of the ſaid Annuities for the younger Sons, and yearly Sums for the Maintenance of the Daughters of the ſaid *J.* Marquis of *G.* by the ſaid *B. S.* his intended Wife, ſhall be fully paid and ſatisfied; or in Caſe the ſaid *J.* Marquis of *G.* and *B. S.* his intended Wife, or either of them, ſhall happen to ſurvive the ſaid *J.* now Duke of *R.* then and from thenceforth, and in either of the ſaid Caſes ſo happening, the ſaid Term of 60 Years ſhall ceaſe, determine, and be abſolutely void: **Provided** alſo further, and it is hereby Declared and Enacted, That it ſhall and may be lawful to and for the ſaid *J.* now Duke of *R. J.* Marquis of *G.* and *B. S.* reſpectively, from Time to Time, during the Continuance of their reſpective Eſtates, as they ſhall reſpectively be Tenants for Life in Poſſeſſion of and in the Premiſſes, by Virtue of the Limitations aforeſaid, by any Deed or Deeds indented under their reſpective Hands and Seals to Demiſe, Leaſe, or Grant all and every the Manors, *&c.* whereof they ſhall be then in actual Poſſeſſion, by Virtue of this Act or any Part or Parts thereof, (except the Honour, *&c.*) to any Perſon or Perſons, for any Term or Number of Years, not exceeding 21 Years, ſo as that there be reſerved upon every ſuch Demiſe, Leaſe or Grant, ſo much yearly Rent as is now reſerved for the ſame, or as much as can really and *bona fide* be got for the ſame, without taking any Fine, Premium or Foregift, and ſo as in every ſuch Leaſe or Leaſes ſo to be made as aforeſaid, there be contained a Condition of Re-entry for Non-payment of the Rent or Rents thereby to be reſerved, and ſo as the reſpective Leſſees, to whom ſuch Leaſes ſhall be made, ſeal and execute Counterparts thereof, and ſo as no Clauſe be therein contained, giving Power to any ſuch Leſſee to commit Waſte, or exempting him, her or them from Puniſhment for committing the ſame: **Provided** alſo, and it is hereby Declared and Enacted, That it ſhall and may be lawful to and for the ſaid *J.* now Duke of *R.* from Time to Time, during his natural Life, ſo often as the Church of *K.* aforementioned ſhall become vacant by the Death of the preſent Incumbent, or any other that ſhall ſucceed him, to preſent a Clerk to the Rectory of the ſame Church, notwithſtanding any Limitation of the Advowſon of the ſame Church herein before contained to the contrary. **And whereas** by Indenture bearing Date, *&c.* made or mentioned to be made between the ſaid *R.* Lord *L.* and *M.* Lady *L.* by the Name of Dame *M.* his Wife, (ſince deceaſed) of the one Part, and *L. M.* Gent. of the other Part, and a Fine thereupon levied by the ſaid Lord *L.* and Dame *M.* his Wife, all that the Hundred, *&c.* in the County of *G.* with all and ſingular the Rights, *&c.* and all thoſe the Manors of, *&c.* in the ſaid County of *W.* and all, *&c.* were ſettled, limited and aſſured, **To the Uſe** of the ſaid *R.* Lord *L.* and Dame *M.* his Wife, for their Lives, and the Life of the longeſt Liver of them, without Impeachment of Waſte; Remainder to the ſaid *L. M.* and his Heirs, for the Lives of the ſaid Lord *L.* and Dame *M.* his Wife, and the Life of the longer Liver of them, in Truſt to preſerve contingent Remainders; Remainder to the firſt and other Sons of their two Bodies begotten in Tail Male ſucceſſively; Remainder to the Daughters of the ſaid Lord *L.* and Dame *M.* his Wife in Tail; Remainder to the Right Heirs of the Survivor of them the ſaid Lord *L.* and Dame *M.* his Wife; **Subject nevertheleſs** to a Proviſo or Power in the ſame recited Indenture contained, for them the ſaid Lord *L.* and Dame *M.* his Wife, at any Time or Times thereafter during their natural Lives, by any Deed or Deeds, Writing or Writings, to be ſigned and ſealed by them in the Preſence of two or more Witneſſes, to revoke, make void, alter or change all or any the Uſe or Uſes in the ſame Indenture limited, declared or expreſſed, of or concerning the Premiſſes, or any Part or Parcel thereof, and by the ſame, or any other Deed or Deeds, Writing or Writings, to be ſigned and ſealed as aforeſaid, to declare, limit or appoint any new or other Uſes or Truſts, of or concerning the ſame Premiſſes, or any Part or Parcel thereof. **And whereas** by Indenture bearing Date, *&c.* made, *&c.* between the ſaid *R.* Lord *L.* and Dame *M.* his Wife, of the one Part, and the Honourable *B. D.* of *A.* in the County of *Y.* Widow and Relict of the Honourable *J. D.* late of *A.* aforeſaid, Eſq; deceaſed, Dame *M. H.* Widow and Relict of the ſaid Sir *G. H. C. F.* of, *&c.* Eſq; *F. G.* of, *&c.* Eſq; *G. C.* of, *&c.* Eſq; and *R. B.* of, *&c.* Eſq; of the other Part, (reciting the ſaid laſt recited Indenture) the ſaid *R.* Lord *L.* and Dame *M.* his Wife, in Purſuance of the Power therein reſerved, did thereby revoke and make void all the Uſes, in and by the ſaid recited Indenture limited or declared, after the Deceaſe of the longer Liver of them the ſaid *R.* Lord *L.* and Dame *M.* his Wife, of and concerning the Premiſſes in the ſame Indenture and Fine comprized; and did thereby limit, declare, and appoint the ſame after the Deceaſe of the longer Liver of them the ſaid *R.* Lord *L.* and Dame *M.* his Wife, **To the Uſe** of the ſaid *B. D.* Dame *M. H. C. F. F. G. G. C.* and *R. B.* their Executors, *&c.* for the Term of 1000 Years, **Upon Truſt** for raiſing Portions in Caſe of Iſſue Male, for the younger Sons and Daughters of the ſaid *R.* Lord *L.* and Dame *M.* his Wife, in ſuch Manner as therein is mentioned; and after the Expiration or other Determination of the ſame Term, **To the Uſe** of the firſt and other Sons of the ſaid *R.* Lord *L.* and Dame *M.* his Wife, in Tail Male ſucceſſively; Remainder to the Daughter and Daughters of the ſaid *R.* Lord *L.* and Dame *M.* his Wife, and the Heirs of the Body and Bodies of ſuch Daughter and Daughters; and in Caſe any ſuch Daughter and Daughters ſhould happen to die without Iſſue of her

Power to make Leaſes.

And to preſent a Clerk to a Rectory.

Recital of Settlement to the Uſe of *R.* Lord *L.* and his Wife for Life.

Remainder, *&c.*

Power to revoke, *&c.*

Revocation and new Declaration.

her or their Body or Bodies, then the Share and Proportion of her or them ſo dying, of or in the Premiſſes, ſhould go unto, and be to the Over-livers or Over-liver of ſuch Daughters, and the Heirs of the Bodies or Body of ſuch Over-livers or Over-liver, with Remainder to the right Heirs of the Over-liver of them, the ſaid *R.* Lord *L.* and Dame *M.* his Wife. **And whereas** the ſaid Sir *G. H.* by his laſt Will and Teſtament in Writing, bearing Date, *&c.* duly proved, *&c.* did give and deviſe all his Manor of *C.* with its Rights, *&c.* in the ſaid County of *W.* and all his Meſſuages, *&c.* unto his ſaid Wife *M. H.* for her Life; Remainder to his ſaid Daughter *M.* afterwards Dame *M. L.* and the Heirs of her Body, with Remainder to his ſaid Wife, and her Heirs for ever; as by the ſaid ſeveral recited Indentures and Will, Relation being thereunto reſpectively had, may more fully appear. **And whereas** the ſaid *M.* Lady *L.* died in the Life-time of the ſaid Dame *M. H.* her Mother, leaving Iſſue by the ſaid *R.* Lord *L.* only one Son and two Daughters, *viz.* the Honourable *W. G. S.* Eſq; and the Honourable *L. C. M. S.* and the ſaid *B. S.* **And whereas** the ſaid Dame *M. H.* died in the Year, *&c.* and the ſaid *W. G. S.* died at, *&c.* in the Month of, *&c.* under the Age of 21 Years, without Iſſue of his Body; and the ſaid *L. C. M. S.* died in the Year, *&c.* under the Age of 21 Years, and unmarried; and the ſaid *B. S.* is the only Child living of the ſaid *R.* Lord *L.* by the ſaid *M.* Lady *L.* deceaſed, and is under the Age of 18 Years; whereby, and by Means whereof the ſaid *R.* Lord *L.* is according to the Purport and Tenor of the ſaid two laſt recited Indentures ſeiſed of and in the Hundred, *&c.* in the ſaid Indentures comprized, to himſelf for Life; Remainder to the ſaid *B. S.* and the Heirs of her Body, with Remainder to his own Right Heirs; and ſhe the ſaid *B. S.* is by Virtue of the ſaid Will of the ſaid Sir *G. H.* ſeiſed of the ſaid Manor of *C. &c.* as aforeſaid, in Tail, as ſole Daughter and Heir of the Body of her Mother *M.* late Lady *L.* deceaſed, with Remainder to her the ſaid *B. S.* in Fee, as Grand-daughter and ſole Heir of the ſaid Dame *M. H.* deceaſed. **And whereas** it was agreed at the Treaty for the ſaid intended Marriage of the ſaid *J.* Marquis of *G.* with the ſaid *B. S.* by and on the Behalf of the ſaid *R.* Lord *L.* and *B. S.* that the ſaid Hundred, *&c.* the Eſtate and Inheritance of the ſaid *R.* Lord *L.* and *B. S.* or either of them, in the ſaid Counties of *W.* and *G.* herein before mentioned, in Conſideration of the ſaid intended Marriage, and of the Settlement ſo agreed to be made, and which is hereby accordingly made of the Eſtate and Hereditaments of the ſaid *J.* now Duke of *R.* and *J.* Marquis of *G.* ſhould be conveyed to, and veſted in Truſtees and their Heirs to be ſold, and the Money ariſing by ſuch Sale ſhould be paid to the ſaid *J.* Duke of *R.* as and for Part of the Marriage Portion of the ſaid *B. S.* but ſuch Sale or Conveyance of the ſaid Hundred, *&c.* the Eſtate of the ſaid Lord *L.* and *B. S.* afore mentioned, could not, according to the Laws of this Kingdom be affected, or a good Title thereof made to a Purchaſor without the Aid of Parliament, by Reaſon of the Infancy of the ſaid *B. S.* **May**, &c. That it may be Enacted, **And it is hereby further enacted** by, *&c.* That the ſaid Hundred, *&c.* in the ſaid Counties of *W.* and *G.* herein before mentioned, with their and every of their Rights, *&c.* from and immediately after the Solemnization of the ſaid intended Marriage, be veſted in and upon (*Truſtees*) and their Heirs, **To the Uſe** of them, their Heirs and Aſſigns for ever; **In Truſt** nevertheleſs that they the ſaid (*Truſtees*) and the Survivors or Survivor of them, and the Heirs of ſuch Survivor, ſhall and do with the Approbation and Conſent of the ſaid *J.* now Duke of *R.* and *R.* Lord *L.* their and each of their reſpective Executors and Adminiſtrators, ſell and diſpoſe of the ſaid Hundred, *&c.* ſo veſted in them, either intirely or by Parcels, to any Perſon or Perſons that ſhall be willing to purchaſe the ſame, or any Part or Parts thereof, for the moſt Money or beſt Price or Prices which can be reaſonably had or gotten for the ſame, and alſo ſhall and do pay and diſpoſe of the Money which ſhall be raiſed by ſuch Sale or Sales, unto the ſaid *J.* now Duke of *R.* his Executors, *&c.* to and for his and their own Uſe and Benefit; **And alſo upon this further Truſt**, That they the ſaid (*Truſtees*) and the Survivor, *&c.* ſhall and do permit and ſuffer the ſaid *J.* now Duke of *R.* his Executors, *&c.* from and immediately after the Solemnization of the ſaid intended Marriage, to receive and take the Fines, Rents, Iſſues and Profits of the ſame Hundred, Manors, Lands, Advowſons and Hereditaments, ſo to be veſted in them the ſaid Truſtees to be ſold as aforeſaid, until ſuch Sale or Sales ſhall be thereof reſpectively made as aforeſaid: **And be it further enacted**, &c. (*Clauſe that Purchaſors ſhall peaceably enjoy as to Receipts by Truſtees*, &c. *See the Acts before.*) **Provided** always, and it is hereby Declared and Enacted, That it ſhall and may be lawful to and for the ſaid (*Truſtees*) *&c.* and the Survivor of them, and the Heirs of ſuch Survivor, at any Time or Times after the Solemnization of the ſaid intended Marriage, by and with the Conſent and Approbation of the ſaid *J.* now Duke of *R.* his Executors or Adminiſtrators, under his or their Hands and Seals reſpectively, to make any Leaſe or Leaſes of the ſame Premiſſes ſo veſted in them, *&c.* to be ſold as aforeſaid, or any Part or Parts thereof, before any ſuch Sale or Sales can reſpectively be thereof made to any Perſon or Perſons for any Term or Number of Years not exceeding 21 Years, or for one, two or three Lives in Being, or for any Term of Years determinable upon the Death of one, two or three Perſon or Perſons in Being, in ſuch reſpective

Sir *G. H.*'s Will.

M. Lady *L.*'s Death. Her Iſſue.

M. H.'s Death. *L. C. M. S.*'s Death.

B. S. the only ſurviving Child.

R. Lord *L.* ſeiſed.

B. S. ſeiſed.

Agreement at the Treaty of Marriage.

Neceſſity of an Act.

Enacted, That Premiſſes be veſted in Truſtees to be ſold.

Power to make Leaſes, *&c.*

Leaſes

Leaſes to be named, reſerving ſuch Rent or Rents, as is or are now reſerved for the ſame, and taking ſuch Fine and Fines as have been uſually taken in Caſes of the like Nature, and are conformable to the Cuſtom of the County or Counties, Place and Places where the ſame laſt mentioned Premiſſes reſpectively lie, which ſaid Rent or Rents to be reſerved upon ſuch Leaſe or Leaſes, and the Fine and Fines to be taken for the ſame, ſhall be payable and paid to the ſaid *J.* now Duke of *R.* his Executors, *&c.* **Provided** alſo, That the ſeveral Truſtees in this Act named for the ſeveral Purpoſes therein reſpectively mentioned, or any of them, or the Heirs, Executors or Adminiſtrators of them or any of them, ſhall not be charged or chargeable with, or accountable for the Acts or Miſcarriages of the other, *&c.* **Provided** alſo, that the ſaid Truſtees, and every of them, their and every of their Heirs, ſhall be paid and ſatisfied out of the Rents, Iſſues and Profits of the Eſtates hereby veſted, and to be veſted in them reſpectively, or out of the Money to be advanced and paid upon ſuch Sale or Sales as aforeſaid, all ſuch Coſts, Charges, Damages and Expences, which they, or any, or either of them ſhall ſuſtain, or be put unto, for or by Reaſon of the Truſts aforeſaid, or of the Management or Execution of the ſame. **Provided** alſo further, That nothing in this Act contained ſhall prejudice, leſſen or defeat the Jointure Eſtates of the ſaid *K.* Ducheſs Dowager of *R.* and *L.* now Ducheſs of *R.* or the Truſts declared of the ſaid Term of 400 Years, for raiſing Annuities, Portions and Maintenances for the younger Sons and Daughters of the ſaid *J.* now Duke of *R.* by the ſaid *K.* late Ducheſs of *R.* deceaſed; **Saving** to the King's moſt Excellent Majeſty, his Heirs and Succeſſors, and to the ſaid Ducheſs Dowager of *R.* and *L.* now Ducheſs of *R.* Wife of the preſent Duke, (for and in Reſpect of the Jointure Eſtates herein before mentioned to be limited to them for their reſpective Lives only, and not otherwiſe) and to the ſaid *W. M.* Eſq; commonly called Lord *W. W. T. M.* Eſq; commonly called Lord *T. M.* the Lady *K. M.* the Lady *R. M.* the Lady F. *M.* and the Lady *E. M.* (for and in Reſpect of the Annuities, Portions and Maintenances provided for them reſpectively, by the Truſt of the ſaid Term of 400 Years only, and not otherwiſe) and to all and every other Perſon, *&c.* (other than the ſaid *J.* now Duke of *R. J. M.* Eſq; commonly called *J.* Marquis of *G.* the ſaid *R.* Lord *L.* and *B. S.* and the reſpective Heirs of their reſpective Bodies, and the Heirs of the ſaid *B. S.* and all and every Perſon and Perſons which they the ſaid *J.* now Duke of *R.* and *J.* Marquis of *G.* and the ſaid *R.* Lord *L.* and *B. S.* or any of them reſpectively, might bar by Common Recovery or Recoveries, or any other Act or Acts in Law, in Caſe the ſaid *J.* Marquis of *G.* and *B. S.* were both of the Age of 21 Years) all ſuch Right, *&c.* in, to, and out of all or any of the Honours, Manors, Caſtles, Hundreds, Lands, Tenements, Advowſons, Hereditaments and Premiſſes, whereof any Uſe or Eſtate is hereby limited or created, as they, every or any of them, had or ſhould, or might have enjoyed if this Act had never been made.

Truſtees not anſwerable for each other.

Charges.

This Act not to leſſen *K.* Ducheſs Dowager of *R.* and the preſent Ducheſs.

Saving, *&c.*

An Act to ſettle the Eſtate of Sir H. A. *Bart. according to the Intention of Articles made before his Marriage with Dame* P. *his Wife, Daughter of Sir* J. S. *Bart.*

Whereas, &c. (*Recital that* per *Sir* H. A. *the Father's Settlement, dated* October 2. &c. *Sir* H. A. *the Son is become Tenant in Tail of Manors of* T. *and other Lands in* B. *and of Manors of* C. *in* S. *ſubject as to* S. *Premiſſes to* 500 l. per Annum, *Rent-charge to Dame* R. M. A. *the Mother, for her Life, and ſubject to a Term for Three hundred Years for raiſing* 6000 l. *to* R. M. A. *the Infant Siſter, out of the* B. *Eſtate, payable to her at* 21 *or Marriage*). **And whereas** by Articles of Agreement, made, *&c.* the 28th Day of *October*, *&c.* between the ſaid Dame *R. M. A.* Widow, Relict, ſole Executrix and ſole ſurviving Truſtee of the laſt Will and Teſtament of her late Huſband the ſaid Sir *H. A.* deceaſed, and the ſaid Sir *H. A.* the Son, of the one Part, and Sir *J. S.* of, *&c.* Bart. and Dame *P. A.* now Wife of the ſaid Sir *H. A.* the Son and Daughter of the ſaid Sir *J. S.* of the other Part; *Reciting* the Marriage then intended, and which has been ſince had and ſolemnized between the ſaid Sir *H. A.* the Son and the ſaid Dame *P.* his Wife, and that the ſaid Sir *H. A.* the Son, by Reaſon of his Infancy, was incapable to make a Jointure, Proviſion or Settlement upon or for the ſaid Dame *P.* or the Iſſue of the ſaid then intended Marriage; *And likewiſe reciting* as or to the Effect herein before recited: *And further reciting*, That *J. A.* Gent. one of the Uncles of the ſaid Sir *H. A.* the Son, and to whom, by Virtue of the ſaid Indenture *Quinquepartite* of Releaſe, a Remainder was limited of the Premiſſes in the ſaid County of *S.* in Default of Iſſue Male of the Body of the ſaid Sir *H. A.* the Father deceaſed, was ſince dead, without Iſſue of his Body; *In Conſideration* of the ſaid then intended Marriage, it was thereby concluded and fully agreed, by and between the ſaid Parties thereunto, that all and ſingular the ſaid Manors, *&c.* therein and herein before mentioned, and of which the ſaid Sir *H. A.* the Son was and is Tenant in Tail as aforeſaid, and every Part and Parcel thereof, with their and every of their

Recital that *per* Articles 28 *October* laſt made on Marriage of Sir *H. A.* the Son, with *P.* Daughter of Sir *J. T.*

That Sir *H. A.* the Son, by Reaſon of Infancy is incapable of making a Settlement.

It was agreed *per* Articles, that all the Manors and Lands ſhould

Rights, Members and Appurtenances, ſhould, with all convenient Speed, be ſettled and aſſured upon Truſtees and their Heirs, for that Purpoſe to be named by the ſaid Dame *R. M. A.* and Sir *J. S.* their reſpective Executors and Adminiſtrators, to ſuch Uſes, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and ſubject to ſuch Eſtates and Powers, and with and under ſuch Proviſoes, Limitations and Agreements as are therein after mentioned and expreſſed; and to ſuch Effect for the Benefit of the Parties to the ſaid Marriage Articles, and of the Iſſue of the ſaid Marriage, as are herein after Enacted, according to the true Intent and Meaning of the ſaid Parties to the ſaid Articles, and for rendering the ſaid Articles more effectual: **And whereas** in and by the ſaid Articles, the ſaid Dame *R. M. A.* and Sir *J. S.* did covenant with each other, that they would uſe their utmoſt Endeavours for the procuring an Act of Parliament the then next Seſſions of Parliament, for the ſettling and aſſuring of all the ſaid Manors, Hereditaments and Premiſſes, to and upon the ſeveral Uſes, Truſts, Intents and Purpoſes, and ſubject to the ſeveral Proviſoes, Powers and Agreements therein agreed, mentioned and expreſſed of and concerning the ſame Premiſſes reſpectively, as by the ſaid Articles of Agreement (Relation being thereunto had) may appear; **Wherefore** your Majeſty's moſt dutiful Subjects, the ſaid Dame *R. M. A.* Sir *H. A.* the Son, and Sir *J. S.* moſt humbly beſeech your moſt excellent Majeſty, That it may be Enacted, **And be it Enacted** by, *&c.* That all and every the ſaid Manors, *&c.* herein before mentioned, with their and every of their Rights, Members and Appurtenances, from and after the ——— Day of, *&c.* ſhall be veſted and ſettled, and are hereby veſted and ſettled in and upon Sir *G. B.* of, *&c.* Bart. *R. P.* of, *&c.* Eſq; and their Heirs; the ſaid Manor of *C.* and other the Premiſſes within the ſaid County of *S.* being nevertheleſs to be ſubject, and to continue charged with the Payment of the ſaid yearly Rent-charge of 500 *l.* to the ſaid Dame *R. M. A.* and her Aſſigns, in ſuch Manner as the ſaid yearly Rent-charge was limited by the ſaid Indenture of Releaſe to her, for her Life, for her Jointure, out of the ſame Premiſſes in the ſaid County of *S.* And the ſaid Manor of *T.* and ſuch other the Premiſſes in the ſaid County of *B.* as are comprized in the ſaid Term of 300 Years, being nevertheleſs to be and continue ſubject to the ſame Term and to the Truſts thereof declared, by the ſaid in Part recited Indenture of Releaſe, for or concerning the raiſing of the ſaid Sum of 6000 *l.* for the Portion of the ſaid *R. M. A.* with ſuch Intereſt or Maintenance as is thereby provided; and that the ſaid Sir *G. B.* and *R. P.* and their Heirs, (ſubject as aforeſaid) ſhall ſtand and be ſeiſed of all and ſingular the ſaid ſeveral Manors, *&c.* in the ſaid ſeveral Counties of *B. N.* and *S.* to the ſeveral Uſes, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and ſubject to ſuch Eſtates and Powers, and with and under ſuch Proviſoes, Declarations and Limitations, as are herein after mentioned, expreſſed and declared of and concerning the ſame, (that is to ſay) **As for and concerning** the ſaid Manor or Lordſhip of *T.* with its Rights, Members and Appurtenances, the ſaid capital Meſſuage, *&c.* of *T.* aforeſaid, the ſaid Rectory or Parſonage of *N. P.* and the Tithes thereunto belonging, and all and ſingular the ſaid Meſſuages, *&c.* in the ſaid Counties of *B.* and *N.* and each of them (*ſubject* in the firſt Place to the Raiſing and Payment of the ſaid Portion of 6000 *l.* and Intereſt or Maintenance to and for the ſaid *R. M. A.* as aforeſaid, as to ſuch Part of the ſaid Premiſſes as are ſubject and liable thereto) **To the Uſe and Behoof** of *T. R.* the younger of, *&c.* Eſq; and *N. C.* of, *&c.* Eſq; their Executors, *&c.* for the Term of 99 Years, to commence from and after the ſaid ——— Day of *March* in the ſaid Year, *&c. Upon the Truſts*, and to and for the Ends, Intents and Purpoſes, and with and under the Proviſoes herein after mentioned, of and concerning the ſame; (that is to ſay) *Upon Truſt*, That they the ſaid *T. R.* and *N. C.* and the Survivor, *&c.* ſhall and do, by and out of the Rents, Iſſues and Profits of the ſaid Manor, *&c.* ſo to them limited for the ſaid Term of 99 Years, during the Joint Lives of the ſaid Sir *H. A.* the Son, and Dame *P.* his Wife, levy, pay and diſpoſe of the yearly Sum of 100 *l.* of, *&c.* free, *&c.* to the ſeparate Hands of the ſaid Dame *P.* to and for her ſole and ſeparate Uſe, or to ſuch Perſon or Perſons, and for ſuch Uſes, Intents and Purpoſes, as the ſaid Dame *P.* alone, and without the ſaid Sir *H. A.* her Huſband, notwithſtanding her Minority or Coverture, by any Writing or Writings under her Hand, ſhall from Time to Time direct or appoint, by Quarterly Payments at the four moſt uſual Feaſts, *&c.* the firſt Payment thereof to begin and be made at or on ſuch of the ſaid Feaſt Days as ſhall firſt happen next after the paſſing this Act; which ſaid yearly Sum of 100 *l.* is hereby intended to be applied and diſpoſed of to and for the ſole and ſeparate Uſe of the ſaid Dame *P.* and for ſuch Purpoſes as ſhe ſhall from Time to Time think fit; and not to be ſubject to the Controul, Debts, Engagements or Intermeddling of the ſaid Sir *H. A.* her Huſband; and the Receipt or Receipts of her the ſaid Dame *P.* alone under her Hand, or of ſuch Perſon or Perſons as ſhe ſhall appoint to receive the ſame as aforeſaid, ſhall, notwithſtanding her Minority or Coverture, be from Time to Time a ſufficient Diſcharge unto the ſaid *T. R.* and *N. C.* their Executors, Adminiſtrators and Aſſigns for ſo much thereof, as ſhall therein be acknowledged or expreſſed to be paid; *And alſo upon Truſt* to permit and ſuffer the ſaid Sir *H. A.* the Son, and his Aſſigns, to receive all the Rents, *&c.* of the Premiſſes ſo limited to them the ſame Truſtees, for the ſaid Term of

be veſted in Truſtees to the Uſes in the Articles.

And *R. M. A.* and Sir *J. S.* covenanted to procure an Act for ſettling Premiſſes.

Enacted, That Premiſſes in *B.* and *S.* be veſted in Truſtees, and the Manor of *C.* to continue charged with *R. M. A.*'s Jointure.

The Manor of *T.* to continue ſubject to the Truſts declared by Indenture of Releaſe for raiſing ſaid 6000 *l.* for ſaid *R. M. A.* the Daughter.

B. and *P.* and their Heirs to ſtand ſeiſed, (ſubject, *&c.*) to the Uſes after mentioned, *viz.* as to the Manor of *T.* and other Premiſſes in *B.* and *N.* (ſubject to raiſing ſaid Portion and Maintenance for ſaid *R. M. A.*) to the Uſe of *R.* and *C.* for 99 Years for raiſing 100 *l per Annum* for Dame *P. A.* for her ſeparate Uſe.

Pin Money.

99 Years, which ſhall not be applied by them to the Payment of the ſaid yearly Sum of 100 *l.* payable as aforeſaid, and of the Coſts and Charges of the ſame Truſtees, their Executors, *&c.* upon Account thereof, as the ſame ſhall accrue and ariſe from Time to Time, during the Joint Lives of the ſaid Sir *H. A.* and Dame *P.* his Wife, according to the Limitations herein mentioned and expreſſed. **Provided always, and it is hereby Declared and Enacted,** That if the ſaid Sir *H. A.* the Son ſhall from Time to Time, during the Joint Lives of him and the ſaid Dame *P.* his Wife, well and truly pay or cauſe to be paid unto the proper Hands of the ſaid Dame *P.* or to any other Perſon or Perſons by her Appointment in Writing under her Hand, for her ſeparate Uſe or Diſpoſal, the yearly Sum of 100 *l.* in ſuch Manner and at ſuch Times as the ſame is hereby limited and appointed to be paid; *It ſhall and may be lawful* to and for the ſaid Sir *H. A.* the Son, and his Aſſigns in ſuch Caſe, and not otherwiſe, to receive and take to his and their own Uſe, the Rents, Iſſues and Profits of the ſame Premiſſes during the Joint Lives of the ſame Sir *H. A.* and Dame *P.* his Wife. **Provided alſo, and it is hereby Declared and Enacted,** That after the Deceaſe of either of them the ſaid Sir *H. A.* and Dame *P.* his Wife, when all the Truſts of the ſaid Term of 99 Years ſhall be fully executed and performed, and all the Arrears of the ſaid yearly Sum of 100 *l.* ſhall be ſatisfied and paid, and the Coſts, and Charges of the Truſtees relating thereto ſhall be raiſed and diſcharged, then and from thenceforth the ſaid Term of 99 Years ſhall ceaſe, determine and be abſolutely void: **And as for and concerning** the ſaid Manor and Rectory of *T.* and all and ſingular other the Premiſſes in the ſaid Counties of *B.* and *N.* herein before limited, in Uſe to the ſaid *T. R.* and *N. C.* their Executors, *&c.* for 99 Years, from and after the End, Expiration or other ſooner Determination of the ſame Term, and ſubject in the mean Time thereunto, **And ſubject** to the ſaid Term of 300 Years, as aforeſaid; **And alſo as for and concerning all** the ſaid Manor, *&c.* of *C.* and all and ſingular the other Hereditaments and Premiſſes in the ſaid County of *S.* (*ſubject* to the Raiſing and Payment of the ſaid yearly Rent or Sum of 500 *l. per Annum*, to the ſaid Dame *R. M. A.* for and during her natural Life as aforeſaid) **To the Uſe and Behoof** of the ſaid Sir *H. A.* the Son, for and during his natural Life, without Impeachment of or for any Manner of Waſte; and from and after the Determination of that Eſtate, **To the Uſe and Behoof** of the ſaid Sir *G. B.* and *R. P.* and their Heirs, during the Life of the ſaid Sir *H. A.* the Son, *in Truſt* to preſerve the contingent Remainders thereof, herein after limited, from being defeated or deſtroyed; and for that Purpoſe to make Entries and bring Actions as Occaſions ſhall be or require; *Yet* nevertheleſs to permit and ſuffer the ſaid Sir *H. A.* to receive and take the Rents, Iſſues and Profits thereof, during his Life, to his own Uſe and Benefit; and from and immediately after the Death of the ſaid Sir *H. A.* **Then as for and concerning all** that capital Meſſuage, *&c.* of *T. &c.* in the County of *B.* aforeſaid, **And alſo all that,** &c. *All* which ſaid ſeveral Lands, Tenements, Tithes and Premiſſes laſt mentioned are ſituate, lying, ariſing and being in *N. P. C. L.* and *G.* ſome or one of them, in the ſaid County of *B.* and amount together to the yearly Rent of 600 *l.* together with all Buildings, *&c.* (**Subject** to all neceſſary Repairs and Parliamentary Taxes) **To the Uſe** of the ſaid Dame *P. A.* and her Aſſigns for and during her Life for her Jointure, and in full Satisfaction, Lieu and Bar of all Dower or Thirds which ſhe ſhall or may have or claim, of, in, unto or out of any Manor, *&c.* whereof the ſaid Sir *H. A.* her Huſband is, or at any Time hereafter ſhall be ſeiſed of any Eſtate of Inheritance at any Time during the Coverture between him and the ſaid Dame *P.* his Wife (the yearly Value of which ſaid Dower or Thirds would conſiderably exceed the yearly Value of the ſaid Premiſſes hereby limited in Uſe to the ſaid Dame *P.* for her Jointure as aforeſaid); *And* from and immediately after the Deaths of the ſaid Sir *H. A.* and Dame *P.* his Wife, and the Deceaſe of the Survivor of them, *As* to the ſaid capital Meſſuage, *&c.* ſo limited unto the ſaid Dame *P.* for her Life for her Jointure, as aforeſaid, **And alſo as for and concerning** the ſaid Manor, *&c.* of *T.* and all and ſingular the Premiſſes ſituate, *&c.* in the ſaid Counties of *B.* and *N.* which are not hereby limited in Jointure to and for the ſaid Dame *P.* as aforeſaid, (**Except** all thoſe Lands, *&c.* in *N. P.* and *T.* aforeſaid or elſewhere, in the ſaid County of *B.* next herein after particularly mentioned, (that is to ſay) *&c.* and all other Appurtenances to the ſame excepted Lands, Tenements and Hereditaments belonging or in any wiſe appertaining,) from and after the Deceaſe of the ſaid Sir *H. A.* the Son, **Subject** to the Raiſing and Payment of the ſaid Portion of 6000 *l.* and Intereſt, or Maintenance to and for the ſaid *R. M. A.* as aforeſaid, *To the Uſe of T. E.* the younger, of, *&c.* Eſq; and *P. R.* of, *&c.* Gent. their Executors, *&c.* for and during the Term of 500 Years, without Impeachment of Waſte, *Upon* the Truſts, and to and for the Intents and Purpoſes, **And ſubject** to the Proviſoes herein after mentioned and expreſſed, of and concerning the ſame Term: **And** from and after the Expiration or other ſooner Determination of the ſaid Term of 500 Years, **As to all** the ſaid Manor, *&c.* comprized in the ſaid Term of 500 Years, and ſubject thereunto, **And ſubject** to the ſaid Portion of 6000 *l.* and Intereſt or Maintenance to and for the ſaid *R. M. A* as aforeſaid, **And alſo as for and concerning** the ſaid Manor, *&c.* of *C.* with the Rights, *&c.* in the ſaid County of *S.* from and immediately after

Premiſſes in *B.* and *N.* after the 99 Years ſubject, *&c.*

The Manor of *C.* and Premiſſes in *S.* ſubject *&c.* to the Uſe of Sir *H. A.* the Son, for his Life; Remainder to *B.* and *P.* during his Life, to ſupport contingent Remainders.

After Sir *H.*'s Death as to the Meſſuage called, *&c.* of *T.* and ſeveral Lands in *N. P. C. L.* and *G.* in County of *B.* of 600 *l. per Ann.* ſubject, *&c.* to the Uſe of Dame *P. A.* for her Life for her Jointure.

After Deaths of Sir *H.* and Dame *P.* as to her Jointure, and the Manor of *T.* and Premiſſes in *B.* and *N.* (except Lands in *N. P.* and *T.*)

From Death of Sir *H.* to the Uſe of *E.* and *R.* for 500 Years; after ſaid 500 Years to, *&c.*

after the Deceaſe of the ſaid Sir *H. A.* the Son, **Subject** to the Raiſing and Payment of the ſaid yearly Rent or Sum of 500 *l. per Annum* to the ſaid Dame *R. M. A.* for her Life, as aforeſaid, **To the Uſe** of the firſt Son of the ſaid Sir *H. A.* the Son, on the Body of the ſaid Dame *P.* his Wife begotten or to be begotten, and of the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; and in Default of ſuch Iſſue, **To the Uſe** of the ſecond Son of the ſaid Sir *H. A.* the Son, on the Body of the ſaid Dame *P.* his Wife begotten or to be begotten, and of the Heirs Male of the Body of ſuch ſecond Son lawfully iſſuing; and in Default of ſuch Iſſue, **To the Uſe** of the third Son of the ſaid Sir *H. A.* the Son, on the Body of the ſaid Dame *P.* his Wife to be begotten, and of the Heirs Male of the Body of ſuch third Son lawfully iſſuing; and in Default of ſuch Iſſue, **To the Uſe** of the fourth, *&c.* all and every other Son and Sons of the ſaid Sir *H. A.* the Son, on the Body of the ſaid Dame *P.* his Wife to be begotten, either born in his Life-time or after his Deceaſe, ſeverally and ſucceſſively, and in Remainder one after another, as they and every of them ſhall be in Priority of Birth, and of the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; every Elder of ſuch Son and Sons, and the Heirs Male of his Body iſſuing, being always to be preferred and to take Place before a younger of them, and the Heirs Male of his Body; **And** in Default of ſuch Iſſue, **As for and concerning** the ſaid Manor, Rectory, Hereditaments, and all and ſingular other the Premiſſes, ſituate, *&c.* in the ſaid Counties of *B.* and *N.* (except as herein before is excepted) **To the Uſe** of the ſaid Sir *H. A.* the Son, his Heirs and Aſſigns for ever: **And as for and concerning** the ſaid Manor or Lordſhip of *C.* and the ſaid, *&c.* ſituate, *&c.* in the ſaid County of *S.* immediately from and after Failure of Iſſue Male of the ſaid Marriage (**Subject** to the raiſing and Payment of the ſaid yearly Rent of 500 *l.* to the ſaid Dame *R. M. A.* for her Life as aforeſaid,) **To the Uſe** of the ſaid Sir *H. A.* the Son, and of the Heirs Male of his Body; and in Default of ſuch Iſſue, **To the Uſe** of *R. A.* Gent. Brother of the ſaid Sir *H. A.* the Father deceaſed, for his Life without Impeachment of Waſte; and from and after the Determination of that Eſtate, **To the Uſe** of the ſaid Sir *G. B.* and *R. P.* and their Heirs, during the Life of the ſaid *R. A.* **in Truſt** to preſerve the contingent Remainders thereof herein after limited from being defeated or deſtroyed, and for that Purpoſe to make Entries and bring Actions as Occaſion ſhall be or require: Yet nevertheleſs, to permit and ſuffer the ſaid *R. A.* to receive and take the Rents and Profits thereof during his Life, to his own Uſe and Benefit; and from and after the Death of the ſaid *R. A.* **To the Uſe** of the firſt Son of the Body of the ſaid *R. A.* lawfully begotten or to be begotten, and of the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing: **And** in Default of ſuch Iſſue, **To the Uſe** of the ſecond, *&c.* Sons of the Body of the ſaid *R. A.* lawfully, *&c.* either born in his Life-time or after his Deceaſe, ſeverally and ſucceſſively, and in Remainder one after another, as they and every of them ſhall be in Priority of Birth, and of the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; every Elder of ſuch Son and Sons and the Heirs Male of his Body iſſuing, being always to be preferred and to take before a Younger of them and the Heirs Male of his Body iſſuing; and in Default of ſuch Iſſue, **To the Uſe** of *R. A.* Gent. another Brother of the ſaid Sir *H. A.* the Father, deceaſed, for his Life, without Impeachment of Waſte; and from and after the Determination of that Eſtate, **To the Uſe** of the ſaid Sir *G. B.* and *R. P.* and their Heirs, during the Life of the ſaid *R. A.* **In Truſt** to preſerve the contingent Remainders thereof, herein after limited, from being defeated or deſtroyed, and for that Purpoſe to make Entries and bring Actions as Occaſion ſhall be or require: **Yet nevertheleſs** to permit and ſuffer the ſaid *R. A.* to receive and take the Rents and Profits thereof during his Life, to his own Uſe and Benefit; and from and immediately after the Death of the ſaid *R. A.* **To the Uſe** of the firſt Son of the Body of the ſaid *R. A.* lawfully, *&c.* and in Default of ſuch Iſſue, **To the Uſe** of the ſecond, *&c.* Sons of the Body of the ſaid *R. A.* lawfully, *&c.* either born in his Life-time or after his Deceaſe, ſeverally and ſucceſſively, and in Remainder one after another, as they and every of them ſhall be in Priority of Birth, and of the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons, lawfully iſſuing; every Elder of ſuch Son and Sons, and the Heirs Male of his Body iſſuing, being always to be preferred and to take before a Younger of them, and the Heirs Male of his Body iſſuing; **And** in Default of ſuch Iſſue, **To the Uſe** of the ſaid Sir *H. A.* the Son, and of his Heirs and Aſſigns for ever: **And as for and concerning all** the aforeſaid excepted Lands, Tenements and Hereditaments, ſituate, lying and being in *N. P.* and *T.* aforeſaid, herein above for that Purpoſe particularly mentioned and excepted, with their and every of their Appurtenances, immediately from and after the Deceaſe of the ſaid Sir *H. A.* the Son, **To the Uſe** of the ſaid *T. E.* and *P. R.* their Executors, *&c.* for and during the Term of 600 Years, without Impeachment of Waſte; **Upon** the Truſts, and to and for the Intents and Purpoſes, and ſubject to the Proviſoes herein after mentioned and expreſſed of and concerning the ſame Term of 600 Years; and from and after the End, Expiration, or other ſooner Determination of the ſaid Term of 600 Years, and in the mean Time ſubject thereunto, **To the Uſe and**

Manor of *C.* and Premiſſes in *S.* from the Death of Sir *H. A.* ſubject, *&c.*

To the Uſe of the firſt, *&c.* Son, *&c.* in Tail Male, and in Default of ſuch Iſſue, as to Premiſſes in *B.* and *N.* to the Uſe of the ſaid Sir *H. A.* and his Heirs.

And as to ſaid Manor of *C.* and Premiſſes in *S.* after Failure of Iſſue Male of ſaid Marriage, (ſubject, *&c.*) to the Uſe of Sir *H. A.* and the Heirs Male of his Body; Remainder, *&c.*

Remainder to the firſt and every other Son and Sons of ſaid *R. A.* in Tail Male ſucceſſively.

Remainder to Sir *H. A.* the Son and his Heirs.

As to the ſaid excepted Lands, from the Deceaſe of ſaid Sir *H. A.* the Son, to *E.* and *R.* for 600 Years *ſans* Waſte, upon the Truſts after mentioned.

Remainder to such Child or Children of Sir *H.* the Son by any other Wife after the Death of Dame *P.* for such Eſtate and Eſtates as he ſhall appoint. And in Default of Appointment, to the Uſe of the firſt and every other Son and Sons of Sir *H.* the Son by any other Wife ſucceſſively in Tail Male.

and Behoof of ſuch Child or Children of the Body of the ſaid Sir *H. A.* (the Son) on the Body of any other Woman or Women whom he ſhall take to Wife after the Deceaſe of the ſaid Dame *P.* his now Wife, lawfully to be begotten, for ſuch Eſtate and Eſtates, and in ſuch Parts and Proportions, and with and under ſuch Powers, Reſtrictions, Limitations and Agreements, and in ſuch Manner and Form as he the ſaid Sir *H. A.* (the Son) ſhall at any Time during his Life, by any Deed or Deeds, Writing or Writings, under his Hand and Seal, to be by him ſealed and delivered in the Preſence of two or more credible Witneſſes, or by his laſt Will and Teſtament in Writing, to be in like Manner atteſted, declare, limit or appoint; and in Default of ſuch Declaration, Limitation or Appointment, and until ſuch Declaration, Limitation or Appointment ſhall be made, and until ſuch Eſtate and Eſtates ſo declared, limited or appointed, ſhall reſpectively commence and take Effect, and as ſuch Eſtate or Eſtates ſo declared, limited or appointed, ſhall reſpectively end and determine, and as to ſuch Parts thereof whereof no ſuch Declaration, Limitation or Appointment ſhall be made, **To the Uſe** of the firſt and every other Son and Sons of the Body of the ſaid Sir *H. A.* (the Son) on the Body of any other Woman or Women whom he ſhall take to Wife after the Deceaſe of the ſaid Dame *P.* his now Wife, lawfully to be begotten, either born in his Life-time, or after his Deceaſe, ſeverally and ſucceſſively, and in Remainder one after another, as they and every of them ſhall be in Priority of Birth, and of the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; every Elder of ſuch Son and Sons, and the Heirs Male of his Body iſſuing, being always to be preferred and to take before a Younger of them, and the Heirs Male of his Body iſſuing; and for Default of ſuch Iſſue, **To the Uſe and Behoof** of the firſt Son of the ſaid Sir *H. A.* (the Son) on the Body of the ſaid Dame *P.* his Wife begotten or to be begotten, and of the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; and for Default of ſuch Iſſue, **To the Uſe and Behoof** of the ſecond Son of the ſaid Sir *H. A.* (the Son) on the Body of the ſaid Dame *P.* his Wife begotten or to be begotten, and of the Heirs Male of the Body of ſuch ſecond Son lawfully iſſuing; and for Default of ſuch Iſſue, **To the Uſe and Behoof** of the third Son of the ſaid Sir *H. A.* (the Son) on the Body of the ſaid Dame *P.* his Wife to be begotten and of the Heirs Male of the Body of ſuch third Son lawfully iſſuing; and for Default of ſuch Iſſue, **To the Uſe and Behoof** of the fourth Son of the ſaid Sir *H. A.* (the Son) on the Body of the ſaid Dame *P.* his Wife to be begotten, and of the Heirs Male of the Body of ſuch fourth Son lawfully iſſuing; and for Default of ſuch Iſſue, **To the Uſe and Behoof** of the fifth, *&c.* and all and every other Son and Sons of the ſaid Sir *H. A.* (the Son) on the Body of the ſaid Dame *P.* his Wife to be begotten, ſeverally and ſucceſſively, and in Remainder one after another, as they ſhall be in Priority of Birth, and of the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; the Elder of ſuch Son and Sons, and the Heirs Male of his Body iſſuing, being always preferred and to take Place before the Younger of ſuch Sons and the Heirs Male of their Bodies lawfully iſſuing; and for Default of ſuch Iſſue, **To the Uſe and Behoof** of the right Heirs of the ſaid Sir *H. A.* (the Son) for ever.

Remainder to the firſt and every other Son and Sons of Sir *H.* the Son by Dame *P.* ſucceſſively in Tail Male.

Remainder to the right Heirs of the ſaid Sir *H. A.* the Son.

Power for Sir *H.* after the Death of Dame *P.* to make a Jointure for another Wife.

Provided always, and it is hereby Declared and Enacted, That it ſhall and may be lawful to and for the ſaid Sir *H. A.* (the Son) in caſe he ſhall happen to overlive the ſaid Dame *P.* his Wife, by any Deed or Deeds, Writing or Writings, to be by him ſubſcribed and ſealed in the Preſence of two or more credible Witneſſes, to aſſign, limit or appoint, after the Death of the ſaid Dame *P.* his Wife, all or any the Meſſuages, *&c.* herein before limited to and for the Jointure of the ſaid Dame *P.* as aforeſaid, unto or to the Uſe of any Woman or Women that he ſhall marry or take to Wife after the Death of the ſaid Dame *P.* his now Wife during the natural Life or Lives of ſuch Woman or Women, for and as her or their Jointure or Jointures, and in full of her or their Dower or Dowers.

Power of leaſing *B.* Eſtate for 21 Years at Rack Rents.

Provided alſo, and it is hereby further Enacted, That it ſhall and may be lawful to and for all Perſons reſpectively, being actually ſeiſed of all or any Part or Parts of the ſaid Manor, *&c.* in the ſaid Counties of *B.* and *N.* by virtue of any the Limitations herein before limited, by Indenture or Indentures under their Hands and Seals reſpectively to be executed, to demiſe, leaſe and to Farm let, all or any Part or Parts of the ſaid Manor, *&c.* in the ſaid Counties of *B.* and *N.* to any Perſon or Perſons for any Term or Number of Years not exceeding 21 Years, to commence in Poſſeſſion, or within one Year next after the making any ſuch Leaſe, but not in Reverſion or Remainder after any longer Time than one Year next after the making thereof as aforeſaid, without taking any Fine, Premium or Fore-gift, for or in Reſpect of ſuch Leaſe or Leaſes; ſo as upon every ſuch Leaſe there be reſerved and made payable during the Continuance of the ſame, the moſt and beſt improved yearly Rent that can be reaſonably had for the Premiſſes, or any Part thereof, that ſhall be ſo leaſed or demiſed to ſuch Perſon and Perſons to whom the immediate Reverſion or Remainder of ſo much and ſuch Parts of the Premiſſes as ſhall be ſo demiſed or leaſed, ſhall from Time to Time belong or appertain, according to the Tenor and true Meaning of this Act; and ſo as none of the ſaid Leaſes be made diſpuniſhable of Waſte by any expreſs Words in ſuch Leaſe to be contained; and ſo as there be contained

tained in every ſuch Leaſe a Clauſe of Re-entry for Non-payment of the Rent or Rents thereby to be reſerved, and uſual and reaſonable Covenants; and ſo as the Leſſee and Leſſees to whom the ſaid Leaſes ſhall be made as aforeſaid, ſeal and deliver Counterparts of ſuch Leaſe and Leaſes: **And whereas** Part of the ſaid Premiſſes in the ſaid Manor of *C.* may be greatly improved by Building thereupon, if proper Encouragement be given for that Purpoſe; **It is therefore hereby further Enacted and Provided,** That it ſhall and may be lawful to and for the ſaid Sir *H. A.* (the Son) during his Infancy, by and with the Conſent of the ſaid Dame *R. M. A.* and Sir *J. S.* or the Survivor of them, or at any Time after he ſhall attain his full Age of 21 Years, without ſuch Conſent, to demiſe, leaſe and to Farm let, all or any Part or Parts of the ſaid Manor and Premiſſes in the ſaid County of *S.* to any Perſon or Perſons for any Term or Number of Years not exceeding 51 Years, to commence in Poſſeſſion, or within one Year next after the making any ſuch Leaſe, but not in Reverſion or Remainder after any longer Time than one Year next after the making thereof as aforeſaid, without taking any Fine, Premium or Fore-gift, for or in Reſpect of ſuch Leaſe or Leaſes; ſo as upon every ſuch Leaſe there be reſerved and made payable, during the Continuance of the ſame, the moſt and beſt improved yearly Rent that can be then reaſonably had for the Premiſſes, or any Part thereof that ſhall be ſo leaſed or demiſed to ſuch Perſon or Perſons, to whom the immediate Reverſion or Remainder of ſo much and ſuch Parts of the Premiſſes as ſhall be ſo demiſed or leaſed, ſhall from Time to Time belong or appertain, according to the Tenor and true Meaning of this Act; and ſo as none of the ſaid Leaſes be made diſpuniſhable of Waſte by any expreſs Words in ſuch Leaſes to be contained; and ſo as there be contained in every ſuch Leaſe a Clauſe of Re-entry for Non-payment of the Rent or Rents thereby to be reſerved, and uſual and reaſonable Covenants; and ſo as the Leſſee and Leſſees, to whom the ſaid Leaſes ſhall be made as aforeſaid, ſeal and deliver Counterparts of ſuch Leaſe and Leaſes. **And it is hereby Declared and Enacted,** That the ſaid Term and Eſtate for 500 Years herein before limited to the ſaid *T. E.* and *P. R.* their Executors, *&c.* as aforeſaid, is ſo to them limited, **Upon Truſt,** that in Caſe there ſhall be any Son of the ſaid Sir *H. A.* (the Son) on the Body of the ſaid Dame *P.* his Wife begotten or to be begotten, who ſhall for the Time being after the Death of the ſaid Sir *H. A.* (the Son) be Heir Male of the Body of the ſaid Sir *H. A.* (the Son) and alſo one or more other Child or Children, Male or Female, of the ſaid Sir *H. A.* (the Son) by the ſaid Dame *P.* his Wife, either born in his Life-time or after his Deceaſe, Then the ſaid *T. E.* and *P. R.* or the Survivor of them, his Executors, Adminiſtrators or Aſſigns, ſhall and do, after the Deceaſe of the ſaid Sir *H. A.* (the Son) by Sale or Mortgage of the ſaid Manor, Hereditaments and Premiſſes compriſed in the ſaid Term of 500 Years, or of a competent Part thereof, for all or any Part of the ſaid Term of 500 Years, or by or out of the Rents, *&c.* thereof, or by all or any the Ways or Means aforeſaid, raiſe and levy ſuch Sum and Sums of Money for the Portion and Portions and Maintenance of all and every the Daughters and younger Sons of the ſaid Sir *H. A.* (the Son) by the ſaid Dame *P.* his Wife, in Caſe of Iſſue Male between them living, (as is herein after mentioned); that is to ſay, in Caſe there ſhall be but one ſuch Daughter or younger Son, then ſuch Daughter or younger Son ſhall have the Sum of 5000 *l.* of lawful, *&c.* for his or her Portion; and in Caſe there ſhall be two or more ſuch younger Children, Daughter or Daughters, and not exceeding in all five in Number, then ſuch two or more ſuch younger Children, Daughter or Daughters, not exceeding five in Number as aforeſaid, ſhall have the Sum of 5000 *l.* of like Money for their Portions, to be equally divided between and amongſt them Share and Share alike; **And** in caſe there ſhall be ſix or more ſuch younger Children, Daughter or Daughters, then ſuch ſix or more younger Children ſhall have the Sum of 1000 *l.* a-piece of like Money for their Portions; the Portion or Portions of ſuch of them as ſhall be a Son or Sons, to be paid to him or them at his or their reſpective Age or Ages of 21 Years, and the Portion or Portions of ſuch of them as ſhall be a Daughter or Daughters, to be paid to her or them at her or their reſpective Age or Ages of 18 Years, or Day or Days of her or their reſpective Marriages, which ſhall firſt and next happen after the Death of the ſaid Sir *H. A.* (the Son) or ſooner, if he the ſaid Sir *H. A.* (the Son) ſhall by any Writing or Writings under his Hand and Seal direct or appoint the ſame to be ſooner paid, which it ſhall be lawful for him to do; and if any of the ſaid younger Sons ſhall attain their ſaid Ages of 21 Years, or any of the ſaid Daughters ſhall attain their ſaid Ages of 18 Years, or be married in the Life-time of the ſaid Sir *H. A.* (the Son) then ſuch Portion or Portions ſhall be paid to ſuch Daughter or Daughters, younger Son or younger Sons reſpectively, within ſix Kalendar Months next after the Deceaſe of the ſaid Sir *H. A.* (the Son), unleſs the ſaid Sir *H. A.* (the Son) ſhall direct the ſame to be raiſed in his Life-time, which he may in his own Life-time do, if he ſhall ſo pleaſe, for any Daughter or younger Son, if at that Time the ſaid Sir *H. A.* (the Son) ſhall have an elder or only Son by the ſaid Dame *P.* his Wife; **And upon this further Truſt,** That in the mean Time from and after the Deceaſe of the ſaid Sir *H. A.* (the Son) until the reſpective Portion or Portions of ſuch Daughter or Daughters, and younger Son or younger Sons of the ſaid Sir *H. A.* (the Son) by the ſame Dame *P.* his Wife, in Caſe of Iſſue

Power of leaſing the *S.* Eſtate for 51 Years at the moſt improved Rents.

The Truſt of the 500 Years is for the raiſing of Portions and Maintenances and Education for younger Children in Caſe there be an Heir Male of the Marriage.

Male between them, ſhall become payable; they the ſaid *T. E.* and *P. R.* and the Survivor of them, his Executors, *&c.* ſhall and do, out of the Rents and Profits of the ſame Manor and Premiſſes ſo herein before limited to them for the ſaid Term of 500 Years, raiſe, levy and pay to and for ſuch younger Child or Children for his, her and their Maintenance and Education, ſo much Money, yearly and in every Year, as the Intereſt of his, her or their ſaid Portion or Portions reſpectively ſhall amount unto, after the Rate of 5 *l. per Cent. per Ann.* ſuch Intereſt or Monies for Maintenance and Education to be paid to ſuch Daughter and Daughters, and younger Son and Sons reſpectively, at or on the two moſt uſual Feaſts, *&c.* and the firſt Payment thereof to begin and be made at or on ſuch of the ſaid Feaſts or Days of Payment as ſhall firſt and next happen after the Deceaſe of the ſaid Sir *H. A.* the Son. **And it is hereby further Declared and Enacted,** That the ſaid Term and Eſtate for 500 Years herein before limited to the ſaid *T. E.* and *P. R.* their Executors, *&c.* as aforeſaid, is ſo to them limited, **Upon this further Truſt,** That in caſe the ſaid Sir *H. A.* (the Son) ſhall happen to die without Iſſue Male of his Body on the Body of the ſaid Dame *P.* his Wife begotten, either born in his Life-time or after his Deceaſe; or there being ſuch Iſſue Male, all of them ſhall happen to die without Iſſue Male before any of them ſhall attain the Age of 21 Years, and there be Iſſue one or more Daughter or Daughters of the ſaid Sir *H. A.* (the Son) on the Body of the ſaid Dame *P.* his Wife, at the Time of ſuch Failure of Iſſue Male as aforeſaid, or at any Time afterwards, then the ſaid *T. E.* and *P. R.* and the Survivor of them, his Executors, *&c.* ſhall and do by Sale or Mortgage of the ſaid Manor, Hereditaments and Premiſſes compriſed in the ſame Term of 500 Years, or of any Part thereof, for all or any Part of the ſame Term of 500 Years, or by and out of the Rents, Iſſues and Profits thereof, in the mean Time until ſuch Sale or Mortgage can be made, or by all or any the Ways and Means aforeſaid, raiſe and levy from and after the Deceaſe of the ſaid Sir *H. A.* (the Son) and Failure of Iſſue Male of his Body on the Body of the ſaid Dame *P.* his Wife begotten, ſuch Sum and Sums of Money for the Portion and Portions and Maintenance of all and every ſuch Daughter and Daughters as is herein after mentioned; (that is to ſay) In caſe there ſhall be but one ſuch Daughter, then ſuch Daughter ſhall have the Sum of 5000 *l.* of, *&c.* for her Portion; and in caſe there ſhall be two or more ſuch Daughters, not exceeding five in Number, then ſuch two or more Daughters, not exceeding five in Number, ſhall have the Sum of 5000 *l.* of like Money for their Portions, to be equally divided between and amongſt them Share and Share alike; and in caſe there ſhall be ſix or more ſuch Daughters, then ſuch ſix or more Daughters ſhall have the Sum of 1000 *l.* a-piece of like Money for their Portions; the ſame Portion or Portions to be paid unto ſuch Daughter and Daughters reſpectively, at her or their reſpective Age or Ages of 18 Years, or Day or Days of her or their reſpective Marriages, which ſhall firſt happen after the Deceaſe of the ſaid Sir *H. A.* the Son, and Failure of Iſſue Male of his Body by the ſaid Dame *P.* his Wife as aforeſaid, or ſooner, if the ſaid Sir *H. A.* the Son, ſhall by any Writing under his Hand ſo direct or appoint, which it ſhall be lawful for him to do; and if any of the ſaid Daughters ſhall attain her or their reſpective Age or Ages of 18 Years, or be married in the Life-time of the ſaid Sir *H. A.* the Son, then the Portion or Portions of ſuch Daughter or Daughters ſo attaining the Age of 18 Years, or marrying in the Life-time of the ſaid Sir *H. A.* the Son, ſhall be paid to ſuch Daughter or Daughters reſpectively, within ſix Calendar Months next after the Deceaſe of the ſaid Sir *H. A.* the Son, unleſs the ſaid Sir *H. A.* the Son, ſhall direct the ſame to be raiſed and paid in his Life-time, which he may do if he ſhall ſo pleaſe: **And upon this further Truſt,** That they the ſaid *T. E.* and *P. R.* their Executors, *&c.* ſhall and do, by and out of the Rents, *&c.* of the ſaid Manors, *&c.* ſo limited in Uſe to them for the ſaid Term of 500 Years, from and after the Deceaſe of the ſaid Sir *H. A.* the Son, and Failure of Iſſue Male of his Body by the ſaid Dame *P.* his Wife, in the mean Time, and until ſuch Portion or Portions of the ſaid Daughter or Daughters ſhall become payable as aforeſaid, raiſe, levy and pay to and for ſuch Daughter and Daughters, for her and their Maintenance and Education, ſo much Money yearly and every Year, as the Intereſt of her or their ſaid Portion or Portions reſpectively ſhall amount unto, after the Rate of 5 *l per Centum per Annum*; ſuch Intereſt or Monies for Maintenance and Education, to be paid to ſuch Daughter and Daughters reſpectively, at or on the two moſt uſual Feaſts, *&c.* and the firſt Payment thereof to begin and be made at or on ſuch of the ſaid Feaſts or Days of Payment, as ſhall firſt and next happen after the Deceaſe of the ſaid Sir *H. A.* the Son, and Failure of Iſſue Male of his Body, by the ſaid Dame *P.* his Wife. **Provided always, and it is hereby further Declared and Enacted,** That in caſe any of the ſaid Daughters and younger Sons by the ſaid Marriage, in Caſe there ſhall be Iſſue Male thereof, or any of the Daughters of the ſame Marriage, in caſe of Failure of Iſſue Male thereof, ſhall happen to die before his, her or their Portion or Portions ſhall become payable reſpectively by Virtue of the Truſts of the ſaid Term of 500 Years, then the Portion or Portions of him, her or them ſo dying, ſhall go and be paid unto, and be equally divided amongſt the Survivors or Survivor of

The further Truſt of the 500 Years Term is to raiſe Portions and Maintenances for Daughters in Default of Iſſue Male of the Marriage.

Proviſo, in caſe of any Death of younger Sons or Daughters

of them, when his, her or their Original Portion or Portions ſhall become payable by Virtue of this Act, ſo as no one Daughter or younger Son, in caſe of Iſſue Male of the ſaid Marriage, nor any one Daughter of the ſame Marriage, in caſe of Failure of Iſſue Male thereof, ſhall have above the Sum of 5000 *l.* for his or her Portion, by virtue of the ſaid Truſts of the ſaid Term of 500 Years. **Provided alſo, and it is hereby further Declared and Enacted,** That in caſe all the ſaid Daughters and younger Children, who ſhall be intitled to any Portions or Sums of Money by virtue of the Truſts hereby declared of the ſaid Term of 500 Years, ſhall happen to die before any of their ſaid Portions ſhall become payable by virtue of this Act; then the ſaid Sum and Sums of Money hereby appointed to be raiſed for the Portions of ſuch Daughters and younger Sons, in caſe of Iſſue Male thereof, or of ſuch Daughters of the ſame Marriage in caſe of Failure of Iſſue Male thereof, as aforeſaid, or ſo much thereof reſpectively as ſhall not be then raiſed, ſhall not be raiſed, but ſhall ſink, for the Benefit of ſuch Perſon or Perſons as ſhall for the Time being be next in Reverſion or Remainder of the ſame Premiſſes expectant upon the Determination of the ſaid Term of 500 Years; and then alſo ſuch Sum or Sums of Money, as ſhall be then raiſed for or towards ſuch Portion or Portions, ſhall be paid unto the ſame Perſon or Perſons next in Reverſion or Remainder of the ſame Premiſſes aforeſaid. **Provided likewiſe, and it is hereby Declared,** That no ſuch Sale or Mortgage as aforeſaid, ſhall be made by the ſaid *T. E.* and *P. R.* their Executors, *&c.* of the ſaid Manor, *&c.* herein before limited in Uſe unto them for the ſaid Term of 500 Years as aforeſaid, or any Part thereof, until ſome or one of the ſaid Portions herein before appointed to be raiſed by the Truſts of the ſame Term, ſhall become payable by virtue of this Act, nor until after the Deceaſe of the ſaid Sir *H. A.* the Son, unleſs he the ſame Sir *H. A.* by Writing under his Hand conſent to the ſame. **Provided alſo, and it is hereby further Declared,** That in caſe the ſaid Sir *H. A.* the Son, ſhall in his Life-time give to any of the ſaid Children ſo to be intitled to the ſaid Portions hereby appointed to be raiſed by virtue of the Truſts herein before declared of the ſaid Term of 500 Years, any Sum or Sums of Money for or towards his, her or their Advancement or Preferment in Marriage, or otherwiſe, or if by or after the Death of the ſaid Sir *H. A.* the Son, there ſhall come unto or deſcend upon the ſaid Children, or any of them, any Lands, *&c.* of and from the ſame Sir *H. A.* then ſuch Sum or Sums of Money, and the Value of ſuch Lands, Tenements and Hereditaments to be ſold, ſhall be accounted and deemed for and as Part of the Portion or Portions hereby provided for ſuch Children reſpectively as aforeſaid, unleſs the ſaid Sir *H. A.* the Son, ſhall by Will or other Writing under his Hand declare the contrary; then ſuch Children ſhall have no more Money raiſed and paid for his, her or their Portion or Portions hereby provided for him, her or them as aforeſaid, than as together with ſuch Sum and Sums, or the Value of ſuch Lands, *&c.* ſo given, or come unto, or deſcended upon him, her or them reſpectively, by or from the ſaid Sir *H. A.* the Son, ſhall amount unto and make up the whole and full Portion or Portions hereby appointed and intended for him, her or them reſpectively, as aforeſaid, unleſs the ſame Sir *H. A.* ſhall, by Will or Writing under his Hand, ſignify or declare the contrary. **Provided likewiſe, and it is hereby further Declared,** That the ſaid Manor, *&c.* herein before limited in Uſe to the ſaid *T. E.* and *P. R.* their Executors, *&c.* for the ſaid Term of 500 Years, are ſo limited in Uſe unto them, upon this further Truſt, that they the ſaid *T. E.* and *P. R.* their Executors, *&c.* ſhall and do permit and ſuffer ſuch Perſon and Perſons reſpectively, to whom the next and immediate Reverſion and Remainder of the ſame Premiſſes expectant upon the Determination of the ſaid Term of 500 Years, ſhall for the Time being belong, to take and receive the Rents, *&c.* of the ſame Premiſſes comprized in the ſame Term, until the Sum or Sums of Money hereby appointed and provided for the Portions, Maintenance and Education of the ſaid Daughters and younger Sons of the ſaid Marriage, in caſe of Iſſue Male thereof, and of the Daughters of the ſame Marriage, in caſe of Failure of Iſſue Male thereof, or ſome Part thereof, ſhall grow due, and become payable; and afterwards to take and receive all the Rents and Profits of the ſame Premiſſes, as are not hereby appointed or directed to be applied to the raiſing and Payment of the ſaid Sums for Daughters Portions and Maintenance, according to the true Intent and Meaning of this Act: **And it is hereby Declared and Enacted,** That the ſaid Term and Eſtate for 600 Years, herein before limited to the ſaid *T. E.* and *P. R.* their Executors, *&c.* as aforeſaid, is ſo to them limited upon Truſt, That in caſe the ſaid Sir *H. A.* the Son, ſhall happen to depart this Life in the Life-time of the ſaid Dame *P.* his Wife; that then and in ſuch Caſe, if the ſaid Manors, *&c.* comprized in the ſaid Term of 500 Years, ſhall prove deficient for the Raiſing and Payment of the ſaid Portions and Maintenances for the ſaid Daughters and younger Sons by the ſaid Marriage, in caſe of Iſſue Male thereof, or for the Daughters of the ſame Marriage, in caſe of Failure of Iſſue Male thereof as aforeſaid; that then ſuch Deficiency ſhall be made good by and out of the ſaid Lands, *&c.* comprized in the ſaid Term of 600 Years, either by the Rents and Profits of the ſaid Premiſſes comprized in the ſame Term, or by leaſing or mortgaging,

Proviſo, in caſe of ſuch Children's Death after Portions due and unpaid.

No Sale or Mortgage to be of ſaid Term, before ſome of the Portions become payable, and the Death of Sir *H. A.*

Proviſo in caſe Sir *H. A.* advances Portions in his Life-time, *&c.*

Proviſo, that the Truſtees ſhall permit the Perſons to whom the Reverſion of ſaid Term belongs to receive the Rents, *&c.* until the Money for Portions, *&c.* become due.

The 600 Years is on Truſt to make good the Portions and Maintenances for the younger Sons and Daughters of the Marriage in caſe the Premiſſes comprized in the

500 Years Term ſhould prove deficient for the raiſing of the ſame.

mortgaging, or ſelling of the ſame, or any Part thereof, at the Election of the ſaid *T. E.* and *P. R.* or the Survivor, *&c.* and in the mean Time, and until ſuch Deficiency, if any ſhall happen, and after the ſaid Portions and Maintenances raiſed and ſatisfied, the Rents and Profits of the ſaid Lands, *&c.* comprized in the ſaid Term of 600 Years, ſhall be had and received by ſuch Perſon or Perſons reſpectively, to whom the next and immediate Reverſion and Remainder of the ſame Premiſſes expectant upon the Determination of the ſaid Term of 600 Years, ſhall for the Time being belong or appertain. **Provided always, and it is hereby further Declared and Enacted,** That in caſe at the Time of the Death of the ſaid Sir *H. A.* the Son, there ſhall be no Child or Children living, or in *Ventre ſa Mere* of the ſame Sir *H. A.* on the Body of the ſaid Dame *P.* his Wife begotten, who ſhall be intitled to any Portion or Portions, Sum or Sums of Money, hereby appointed to be raiſed by the Truſts declared of the ſaid Term of 500 Years; or there being ſuch Child or Children, all of them ſhall happen to die before any of their ſaid Portions hereby provided for them ſhall become payable; or in caſe all and every the ſaid Portions and Sums of Money hereby appointed to be raiſed by virtue of the Truſts hereby declared of the ſaid Term of 500 Years, with ſuch Maintenances as is hereby provided for ſuch ſaid Children of the ſaid Sir *H. A.* the Son, by the Truſts of the ſame Term, ſhall by the Ways and Means in that Behalf before mentioned have been raiſed, or levied, or otherwiſe; that then, and in any of the ſaid Caſes ſo happening, and all and every the Truſts herein before declared of the ſaid Term of 500 Years, being firſt fully executed and performed, the ſaid Terms of 500 Years and 600 Years, of and in the ſaid Premiſſes therein reſpectively comprized, or of and in ſo much thereof as ſhall remain unſold or undiſpoſed of, for the Purpoſes aforeſaid, ſhall ceaſe and be void for the Benefit of the Perſon or Perſons next in Reverſion or Remainder of the ſame Premiſſes, immediately expectant upon the Determination of the ſame reſpective Terms. **Provided alſo further, and it is hereby Declared and Enacted,** That in caſe the ſaid Sir *H. A.* the Son, ſhall attain his full Age of 21 Years, and afterwards in due Form of Law ſuffer one good and perfect Common Recovery of the ſaid Manor of *C.* Hereditaments and Premiſſes in the ſaid County of *S.* and declare the Uſe thereof, or of a competent Part thereof, immediately expectant upon his own Death, **To the Uſe** of the ſaid *T. E.* and *P. R.* their Executors, *&c.* for the Term of 700 Years, without Impeachment of Waſte, (but ſubject to the Payment of the ſaid yearly Rent of 500 *l.* to and for the ſaid Dame *R. M. A.* for her Life as aforeſaid) **Upon Truſt** for the better and more effectual ſecuring the Raiſing and Payment of the ſaid Portions and Maintenances for the ſaid Daughters and younger Sons by the ſaid Marriage in Caſe of Iſſue Male thereof, or for the Daughters of the ſame Marriage in Caſe of Failure of Iſſue Male thereof as aforeſaid, if the ſaid Hereditaments and Premiſſes comprized in the ſaid Term of 500 Years ſhall prove deficient for that Purpoſe, in ſuch and the ſame Manner as the Truſts of the ſaid Term of 600 Years are hereby before declared, concerning the Raiſing and Payment of the ſaid Portions and Maintenances; that then, and in ſuch Caſe, but not otherwiſe, the ſaid Term and Eſtate for 600 Years, herein before limited in Uſe unto the ſaid *T. E.* and *P. R.* their Executors, *&c.* as aforeſaid, ſhall ceaſe, determine, and be utterly void; any Thing, *&c.* notwithſtanding. **Provided always,** &c. [*The uſual Saving Clauſe for the Truſtees not to be chargeable for each other.*] **Provided alſo,** &c. [*The uſual Clauſe for the Truſtees to deduct their Charges.*] **Provided alſo further,** That nothing in this Act contained ſhall prejudice, leſſen or defeat the Jointure of the ſaid Dame *R. M. A.* or the Truſts declared of the ſaid Term of 300 Years, for raiſing the ſaid Portion and Intereſt, or Maintenance for the ſaid *R. M. A.* the Infant: **Saving** to the King, *&c.* and to the ſaid Dame *R. M. A.* for and in reſpect of her ſaid Jointure, for her Life only, and not otherwiſe, and to the ſaid *R. M. A.* for and in reſpect of her ſaid Portion and Intereſt, or Maintenance provided for her by the Truſts of the ſaid Term of 300 Years only, and not otherwiſe; and to all and every other Perſon, *&c.* their reſpective Heirs, Succeſſors and Adminiſtrators, (other than the ſaid Sir *H. A.* the Son, and the Heirs Male of his Body, and his and their ſeveral Heirs, and the Heirs of the ſaid Sir *H. A.* deceaſed,) all ſuch Right, *&c.*

Proviſo, in caſe of no Children alive at Sir *H. A.*'s Death,

the ſaid Terms to ceaſe, and

in caſe Sir *H. A.* the Son, attain 21 Years, and ſuffer a Recovery of the Premiſſes in *S.* and declare the Uſe thereof to *E.* and *R.* for 700 Years, *ſans* Waſte, (but ſubject to ſaid Lady *R. M. A.*'s 500 *l. per Ann.* for her Life,) in Truſt for better ſecuring the raiſing and Payment of the Portions and Maintenances for the Daughters and younger Sons of the Marriage, then the ſaid 600 Years of the excepted Lands to be void.

An Act for veſting the Real and Perſonal Eſtates of R. H. *Eſq; in Truſtees, for making ſome Proviſion for his Wife and Family; and for better ſecuring the Debt due from him to the Crown.*

Recital of Marriage Settlement.

Whereas by Indentures of Leaſe and Releaſe, bearing Date reſpectively, *&c.* the ſaid Indenture of Releaſe being *Quinquepartite*, and made, *&c.* between the Honourable *L. H.* Widow, Relict of *R. H.* then late of *G. H.* in the County of *B.* Eſq; deceaſed, and *R. H.* of *G. H.* aforeſaid, Eſq; Grandſon and Heir of the ſaid *R. H.* deceaſed, and *I.* his

Wife, (which ſaid *I.* is one of the Daughters of Sir *W. E.* of *N.* in the County of *L.* Bart.) of the firſt Part, the ſaid Sir *W. E.* of the ſecond Part, the Honourable *H. P.* Eſq; now Earl of *U.* then Son and Heir apparent of the Right Honourable *W.* Lord *P.* Baron of *B.* in the County of *S.* and *P. F.* of *P.* in the ſaid County of *S.* Eſq; of the third Part, Sir *T. B.* Knight, then one of the Barons of the Court of *Exchequer* at *Weſtminſter*, afterwards Lord Chief Baron of the ſame Court, and ſince deceaſed, and *R. E.* Eſq; (eldeſt Son and Heir apparent of the ſaid Sir *W. E.*) of the fourth Part, and *R. N.* of *B.* in the County of *B.* Eſq; of the fifth Part, in Conſideration of a Marriage then had and ſolemnized between the ſaid *R. H.* Party to the ſaid Indenture, and the ſaid *I.* his then Wife, and of the Sum of 10000 *l.* of, *&c.* to the ſaid *R. H.* Party thereto, in Hand paid by the ſaid Sir *W. E.* for the Marriage Portion of the ſaid *I.* and as a Conſideration for the Settlement thereby made, and for other Conſiderations therein mentioned, they the ſaid *L. H.* and *R. H.* (Party to the ſaid Indenture) did grant and convey unto the ſaid *H. P.* and *P. F.* and their Heirs, all that, *&c.* Houſes, *&c.* and all other the Manors, *&c.* of them the ſaid *L. H.* and *R. H.* (Party to the ſaid Indenture) or either of them, or of any other Perſon or Perſons in Truſt for them or either of them, ſituate, *&c.* or elſewhere in the ſaid County of *B.* *To hold* unto the ſaid *H. P.* and *P. F.* and their Heirs, to the ſeveral Uſes, upon the Truſts, and under the Proviſoes and Agreements therein and herein after mentioned, (that is to ſay) *As for and concerning all* that Farm, and all thoſe Lands thereunto belonging, with their and every of their Appurtenances, then in the Tenure of *E. B.* or his Aſſigns, at and under the yearly Rent of 122 *l.* 10 *s.* or thereabouts, all that Farm, *&c.* to the Uſe of the ſaid *L. H.* for her Life: *And as for and concerning all* that Meadow Ground in *G. H.* aforeſaid, called *B. M.* and the little Meadow thereto adjoining, and all that Meſſuage, and thoſe Land, with their Appurtenances in *H.* aforeſaid, *&c.* to the Uſe of the ſaid *R. N.* his Executors, Adminiſtrators and Aſſigns, from the Day next before the Day of the Date of the ſaid Indenture, for and during the Term of 500 Years, without Impeachment of Waſte, *upon the Truſts* therein and herein after mentioned concerning the ſame; *And as for and concerning all* the Reſidue and Remainder of the ſaid Manor of *G. H.* with the Rights, Royalties, Members and Appurtenances thereof (other than and except the ſaid Capital Meſſuage or Manſion-Houſe of *G. H.* with the Appurtenances thereof, and the Park to the ſame belonging,) *And as for and concerning all* and every the Woods, *&c.* of or belonging to the ſaid Manor of *G. H.* and all and every the ſaid Woods, *&c.* aforeſaid, or in any or either of them, to the Uſe of the ſaid *L. H.* and Sir *W. E.* their Executors, Adminiſtrators and Aſſigns, from the Day next before the Day of the Date thereof, for and during the Term of 99 Years, without Impeachment of Waſte, *upon the Truſts* therein and herein after mentioned concerning the ſame; *And as for and concerning all* other the Premiſſes whereof no Uſe was therein before declared; *And alſo as for and concerning all* and every the ſaid Premiſſes ſo limited in Uſe to the ſaid *L. H.* for Life, and to the ſaid *R. N.* for 500 Years, and to the ſaid *L. H.* and Sir *W. E.* for 99 Years, from and after the End or other ſooner Determination of the ſaid ſeveral Eſtates and Terms, and as they ſhould ſeverally end and determine, to the Uſe of the ſaid *R. H.* (Party thereto) for his Life, without Impeachment of Waſte, (except voluntary Waſte in pulling down Houſes, unleſs for the rebuilding the ſame,) **And** after the Determination of that Eſtate, *to the Uſe* of the ſaid Sir *T. B.* and *R. E.* and their Heirs, during the Life of the ſaid *R. H.* *upon Truſt* to preſerve the contingent Remainders therein after limited; *And after his Deceaſe, then as for and concerning all* and every the ſaid Meſſuages, Tenements, Farm-Lands and Hereditaments ſo limited in Uſe to her the ſaid *L. H.* for her Life, immediately from and after the Deceaſe of her the ſaid *L.* and in the mean while ſubject to her ſaid Eſtate for Life therein; *And as to, for and concerning all* thoſe the aforeſaid Grounds called *C. D. &c.* *to the Uſe* of the ſaid *I. H.* for her Life for her Jointure, and in Bar of her Dower; *And as for and concerning all* and ſingular the ſaid Manors and Premiſſes (except the ſaid Manſion-Houſe and Park) from and after the Determination of the ſeveral Terms and Eſtates therein, and as the ſame ſhould reſpectively end and determine, *To the Uſe* of the ſaid *H. P.* and *P. F.* their Executors, Adminiſtrators and Aſſigns, for and during the Term of 1000 Years, to be computed from the Death of the ſaid *R. H.* without Impeachment of Waſte, *upon the Truſts* therein and herein after mentioned concerning the ſame; *And as for and concerning all* and every the ſaid Capital Meſſuage or Manſion-Houſe, Park, Manors, Advowſons, Hereditaments and Premiſſes after the ſeveral Determinations of the ſaid ſeveral Eſtates thereof reſpectively limited as aforeſaid, and as the ſame ſhould reſpectively end and determine, to the Uſe of the firſt and other Son and Sons of the ſaid *R. H.* Party thereto, on the Body of the ſaid *I. H.* begotten or to be begotten in Tail Mail ſucceſſively, with Remainder to the ſaid *R. H.* (Party to the ſaid Indenture) his Heirs and Aſſigns for ever; *And as touching the ſaid Term of 500 Years*, by the ſaid recited Indenture *Quinquepartite*, limited in Uſe to the ſaid *R. N.* as aforeſaid, it was thereby declared and agreed, That the ſame was ſo limited to him, *upon Truſt* that it ſhould be lawful for him by Deed indented to Leaſe or Mortgage (at the Requeſt of the ſaid *R. H.* Party thereto) the ſaid Premiſſes ſo limited to him the ſaid *R. N.* for the Advancing

Habendum.

The Parcels to *L. M.* the Mother for Life.

Parcels limited to *R. N.* for 500 Years.

The Parcels limited to *L. H.* and Sir *W. H.* for 99 Years.

Parcels limited to *R. H.* for Life.

Remainder to Truſtees to preſerve contingent Uſes, *&c.*

Jointure, Premiſſes.

A Term of 1000 Years, as to the whole (except, *&c.*) upon the Truſts hereafter mentioned.

Capital Meſſuage, *&c.* to firſt and other Sons, *&c.*

Declaration as to the 500 Years Term, to raiſe 2000 *l.* for the Huſband, *&c.*

vancing and Raiſing any Sum or Sums of Money not exceeding in the whole the Sum of 2000 *l.* unto and for the ſaid *R. H.* and for ſecuring the Payment thereof, with Intereſt, to the Perſon who ſhould advance the ſame, of which 2000 *l.* no more than the Sum of 1000 *l.* was to be raiſed without the good Liking of the ſaid Sir *W. E.* his Executors or Adminiſtrators; **And upon further Truſt**, That the ſaid Term of 500 Years, until the ſaid 2000 *l.* or ſome Part thereof ſhould be raiſed, and after the ſame ſhould be raiſed, then the Reſidue of the ſaid Term and the Equity of Redemption thereof, ſhould attend and wait upon the Reverſion or Remainder for the Time being, expectant upon the Determination of the ſame Term; *And as touching the ſaid Term of* 99 *Years* ſo limited to the ſaid *L. H.* and Sir *W. E.* as aforeſaid, the ſame was declared to be ſo limited *upon Truſt*, by and out of the Rents and Profits of the Premiſſes comprized in the ſame Term, to raiſe and pay the yearly Sum of 200 *l.* during the joint Lives of the ſaid *R. H.* and *I. H.* to ſuch Perſons, and for ſuch Purpoſes as the ſaid *I.* alone ſhould direct and appoint for her private and perſonal Uſe, of which the ſaid *R. H.* was not to have any controuling Power; *And upon further Truſt*, that the Truſtees of the ſame Term ſhould after the Deceaſe of the ſaid *R. H.* Party thereto, by and out of the Rents, Iſſues and Profits of the ſaid Manors, Lands, Woods and Premiſſes to them limited for the ſame Term, raiſe ſo much or ſuch yearly Sum or Sums of Money (the whole not exceeding 100 *l. per Ann.*) as ſhould or might be ſufficient to make up the Rents and Profits of the ſaid Lands and Premiſſes ſo limited to her the ſaid *I.* for her Jointure, or for her Life, or for the Joint Lives of herſelf and the ſaid *L. H.* or which by any other Deed, bearing even Date with the ſaid Indenture *Quinquepartite*, was or ſhould be limited to her for her Jointure, or in Part of her Jointure, or for her Life, and the Life of the ſaid *L. H.* the clear yearly Sum of 1100 *l.* above all Reprizes, Loſſes by Tenants or other Caſualties, Charges of Collecting or Receiving Rents, and above all Taxes and Aſſeſſments and other Deductions whatſoever (ſuch Taxes only as ſhould or might at any Time then after be aſſeſſed or levied out of the ſaid Jointure Lands for the Uſe of her then Majeſty or her Succeſſors, or for the publick Occaſions of the Realm only excepted) and being ſo raiſed ſhould pay the ſame to her the ſaid *I.* for making good the ſaid yearly Sum of 1100 *l.* in ſuch Proportions as the Caſe ſhould happen to be or require, ſo that the ſaid *I.* might receive the clear yearly Sum of 1100 *l.* for her Jointure, in Nature of a Rent-charge, free from all Deductions (publick Taxes only excepted;) *And as touching the ſaid Term of* 100 *Years* therein before limited in Uſe to the ſaid *H. P.* and *P. F.* as aforeſaid, *It was thereby Declared*, That the ſame was ſo limited to them in Truſt on Failure of Iſſue Male of the ſame *R. H.* by the ſaid *I.* his Wife, to raiſe 10000 *l.* for Portions for their Daughters, to be raiſed and paid at the Times and in Manner therein mentioned, with ſuch yearly Maintenances, until the Portions become payable, as are therein expreſſed; *And upon further Truſt*, that if there ſhould be Iſſue Male, then to raiſe any Sum not exceeding 10000 *l.* for Portions for younger Sons and Daughters, of the ſaid *R. H.* by the ſaid *I.* his Wife, and for the raiſing of Maintenances for ſuch younger Sons and Daughter, not exceeding 500 *l. per Ann.* as the ſaid *R. H.* ſhould by Writing under his Hand appoint; and in Default of ſuch Appointment, then the ſaid Truſtees of the ſaid 1000 Years Term, to raiſe and pay to ſuch younger Sons and Daughters the Portion and Portions following, *viz.* If but one younger Son and no Daughter, or one only Daughter and no younger Son, 3000 *l.* for ſuch younger Son, and 4000 *l.* for ſuch only Daughter for his or her Portion; if two younger Sons or two Daughters, or one younger Son and one Daughter, and no more, 2000 *l.* a-piece for ſuch younger Sons, and 3000 *l.* a-piece for ſuch Daughters for their Portions; if three younger Sons or more, or three Daughters or more, or three or more younger Sons and Daughters, then 2000 *l.* a-piece for their Portions, ſo as the whole exceed not 10000 *l.* and if more than five younger Children, then 10000 *l.* equally amongſt them for their Portions; the ſaid Portions to be raiſed and paid at the Times and in Manner therein mentioned, with ſuch yearly Maintenances until the Portions become payable as therein expreſſed: **And whereas** the ſaid *L. H.* long ſince departed this Life, and the ſaid *R. H.* hath not any Iſſue by the ſaid *I.* his Wife: **And whereas** by Indenture *Tripartite*, bearing Date, *&c.* between the ſaid *R. H.* and Sir *W. E.* of the firſt Part, the ſaid *R. N.* of the ſecond Part, and *P. W.* of the Pariſh of St. *M. W.* in the County of *M.* Gent. of the third Part, reciting in Part the ſaid Settlement, in Conſideration of the Sum of 2000 *l.* of, *&c.* to the ſaid *R. H.* by the ſaid *P. W.* mentioned to be in Hand paid (of which ſaid Sum of 2000 *l.* 1000 *l.* Part thereof, was mentioned to be taken up with the good liking of the ſaid Sir *W. E.* teſtified by his being a Party to and ſigning and ſealing the ſaid Indenture *Tripartite*,) and in Conſideration of 5 *s.* to the ſaid *R. N.* by the ſaid *P. W.* in Hand alſo paid, he the ſaid *R. N.* did Demiſe unto the ſaid *P. W.* his Executors, Adminiſtrators and Aſſigns, all the Meſſuages, Lands, Tenements and Hereditaments, with their Appurtenances, limited or intended to be limited, in Uſe to the ſaid *R. N.* his Executors, Adminiſtrators and Aſſigns as aforeſaid, for the ſaid Term of 500 Years, in or by the ſaid recited Indenture *Quinquepartite*, to hold from thenceforth for and during all the Reſidue and Remainder of the ſaid recited Term of 500 Years, then to come and unexpired, without Impeachment of Waſte, ſubject to a Redemption on Payment of 2100 *l.*

Declaration as to the 99 Years Term,

to raiſe and pay during the Coverture 200 *l. per Ann.* for the ſeparate Uſe of the Wife, *&c.*

Declaration as to the 1000 Years Term, for Raiſing Daughters and younger Sons Portions.

L. H. dead.

Mortgage of the 500 Years Term.

2100 *l.* to the ſaid *P. W.* his Executors, Adminiſtrators or Aſſigns at the Times therein mentioned, and long ſince paſt: **And whereas** by Indenture bearing Date on or about, *&c.* and made or mentioned to be made between the ſaid *R. H.* of the one Part, and the ſaid *H.* Earl of *U.* and Sir *H. A.* of *W.* in the County of *O.* Bart. of the other Part, reciting that the ſaid *R. H.* and *I.* his Wife had agreed to live ſeparate and apart from each other, and that the ſaid *R. H.* had undertaken and agreed to pay and allow the ſaid *I. H.* for her ſeparate Uſe, the yearly Sum of 300 *l.* of, *&c.* during their joint Lives, over and above the ſaid 200 *l. per Annum*, ſecured for her by the ſaid recited Indenture *Quinquepartite*, and alſo reciting that it was neceſſary, and requiſite to enable the ſaid *I.* to live apart from her Huſband as aforeſaid, that ſhe ſhould have ſufficient and convenient Furniture and Houſhold Goods, and further reciting, that the ſaid *R. H.* was willing and deſirous to retrench his own perſonal Expences, in order to make the beſt Proviſion he could for the Payment of his Debts out of the Rents and Profits of the Manors and Hereditaments therein after mentioned, only reſerving thereout ſuch competent Parts thereof, for the Support and Maintenance of himſelf and the ſaid *I.* his Wife, as were therein after for that Purpoſe reſerved and provided, in Purſuance of the ſaid recited Agreement; and to anſwer the Ends and Purpoſes aforeſaid, the ſaid *R. H.* did grant and demiſe unto the ſaid *H.* Earl of *U.* and Sir *H. A.* all and ſingular the Manors, *&c.* comprized in the ſaid recited Indenture *Quinquepartite*, with their Appurtenances, to hold unto the ſaid *H.* Earl of *U.* and Sir *H. A.* their Executors, Adminiſtrators and Aſſigns, from, *&c.* for and during the Term of 99 Years, if the ſaid *R. H.* and *I.* his Wife, ſhould both of them ſo long live, *upon the Truſts* therein and herein after mentioned, (that is to ſay) *Upon Truſt* yearly and every Year, during the ſaid Term of 99 Years determinable as aforeſaid, by and out of the Rents and Profits of the ſaid Manors and Premiſſes, in the firſt Place, to pay as well the ſaid yearly Sum of 300 *l.* as the ſaid yearly Sum of 200 *l.* quarterly, free of all Taxes and Deductions whatſoever, to ſuch Perſons, and for ſuch Uſes as the ſaid *I.* ſhould, notwithſtanding her Coverture, direct or appoint; and for want of ſuch Direction or Appointment, to her own proper Hands for her ſeparate Uſe; *and upon further Truſt*, in the next Place, to pay during the Continuance of the ſaid Term, the yearly Sum of 500 *l.* to the ſaid *R. H. and upon further Truſt*, to apply the Reſidue and Overplus of the Rents and Profits of the ſaid Premiſſes (over and above the reſpective yearly Sums aforeſaid) for the Payment and Diſcharge of ſuch Debts as were then due from or owing by the ſaid *R. H.* in ſuch Manner, Order and Proportion, as to the ſaid Truſtees ſhould ſeem meet; *and reciting*, that the ſaid *R. H.* ſtood poſſeſſed of the Goods and Chattels mentioned in the Schedule or Inventory to the ſaid laſt recited Indenture annext, the ſaid *R. H.* in Conſideration of 5 *s.* did thereby grant, bargain and ſell the ſaid Goods and Chattels unto the ſaid Sir *H. A.* in Truſt for the ſole and ſeparate Uſe and Benefit of the ſaid *I.* her Executors, Adminiſtrators and Aſſigns, and not to be liable to the Controul, Debts or Forfeitures of the ſaid *R. H.* as by the ſaid ſeveral recited Indentures, Relation being thereunto had, may more fully and at large appear: **And whereas** the ſaid *R. H.* was by Letters Patent, bearing Date, *&c.* conſtituted Treaſurer of his Majeſty's Royal Navy, and held and injoyed that Office till the —— Day of —— *&c.* and upon a State of the final Account of the ſaid *R. H.* made up to —— Day of —— it appeared that the ſaid *R. H.* was indebted to the Crown, on the Balance of his Account of Receipts and Payments, as Treaſurer of the Navy aforeſaid, the Sum of 73706 *l.* 16 *s.* 6 *d.* ¾ but the ſaid *R. H.* hath ſince that Time, by Money paid into the Exchequer, and by Eſtates and Effects conveyed and aſſigned for the Benefit of the Crown, reduced the ſaid Balance to the Sum of 48611 *l.* 16 *s.* 6 *d.* ¾ in which he yet remains a Debtor to his Majeſty: **And whereas** the ſaid *R. H.* is unable to diſcharge the ſaid Debt ſo remaining due to his Majeſty, having but a ſmall perſonal Eſtate, and no other real Eſtate, beſides what he has already conveyed towards leſſening his ſaid Balance, except the ſaid Manors and Premiſſes in the ſaid County of *B.* comprized in the ſaid Marriage Settlement, Part whereof is mortgaged for the ſaid Sum of 2000 *l.* and Intereſt, as aforeſaid; and other Part thereof is ſubject to the Payment of the ſaid yearly Sum of 200 *l.* unto the ſaid *I.* the Wife of the ſaid *R. H.* for her ſeparate Uſe as aforeſaid, and other Part thereof is limited unto and for the Benefit of the ſaid *I.* for her Jointure, and the whole ſubject thereto, to the Iſſue Male of the ſaid *R. H.* by his ſaid Wife, with Proviſions thereout for the Daughters and younger Children of the ſaid Marriage, in Manner as in the ſaid Indenture of Settlement is mentioned; and in caſe his Majeſty ſhould not extend his Clemency and Goodneſs to the ſaid *R. H.* and his Family, but ſhould make Uſe of the legal Power, which his Majeſty might juſtly exerciſe over the ſaid Eſtate, for Recovery of the ſaid Debt, the ſaid *R. H.*'s Family (which is very antient) would be intirely ruined: **And whereas** the ſaid *R. H.* and *I.* his Wife are willing and deſirous, in lieu of the contingent Intereſt which the Crown hath in the ſaid *R. H.*'s real Eſtate, for Satisfaction of the ſaid whole Debt, to make ſome certain Proviſion for the ſpeedy Payment of Part thereof; and in order thereto, they, as alſo the ſaid *R. E.* the ſurviving Truſtee for preſerving the contingent Remainders in the ſaid Settlement, are willing and deſirous, that the whole real Eſtate aforeſaid (except ſuch Part thereof, as by the ſaid Settlement is limited to the ſaid *I.* for her Life for her Jointure) ſhould

Indenture of Separation of *R. H.* and *I.* his Wife.

Her Allowance *per Ann.*

R. H.'s Debts.

Grant,

for 99 Years, if, *&c.*

Upon Truſt, *&c.*

R. H. Treaſurer of the Navy by Letters Patent.

Debtor to the Crown in 48611 *l.* 16 *s.* 6 *d.* ¾.

Unable to pay, *&c.*

R. H. and *I.* his Wife, willing that the whole Eſtate aforeſaid, (except *I.*'s Jointure) ſhould be veſted in Truſtees to be ſold.

ſhould be veſted in Truſtees, diſcharged of the Uſes, Truſts, Eſtates and Powers thereof limited by the ſaid Settlement, in order to be ſold towards Payment of the Debt remaining due to the Crown as aforeſaid, after Satisfaction of ſuch Debts and Incumbrances, as the ſame are ſubject to, prior to the Title of the Crown, in reſpect of the ſaid Debt ſo remaining due to the Crown as aforeſaid; and the ſaid *R. H.* in order to make a Proviſion for the ſeparate Uſe of the ſaid *I. H.* and to preſerve the Reſidue of the ſaid Eſtate in his Family, is alſo deſirous, that in Default of Iſſue Male of his own Body, and ſubject to ſuch Proviſions as herein after are mentioned, for the younger Children and Daughters of the ſaid *R. H.* by the ſaid *I.* which hereafter may be born, the ſame ſhould be ſettled upon *J. H.* Eſq; (younger Brother of the ſaid *R. H.*) and his Iſſue Male, in Manner herein after mentioned; but the ſaid *R. H.* being only Tenant for Life of the ſaid Manors and Premiſſes, ſubject to ſuch Eſtates, and with ſuch Remainders over as aforeſaid, ſuch Settlement or any certain Proviſion for the ſaid Debt due to the Crown, cannot be made without the Aſſiſtance of an Act of Parliament; **Wherefore** your Majeſty's moſt dutiful and obedient Subjects, the ſaid *R. H.* and *I.* his Wife, *R. E.* and *J. H.* have moſt humbly beſought your Majeſty, That it may be Enacted, **And be it Enacted** by, *&c.* That from and after, *&c.* the ſeveral Meſſuages, *&c.* and Premiſſes herein before mentioned to be limited by the ſaid Indenture *Quinquepartite*, to the ſaid *I. H.* for her Life for her Jointure, ſhall be, and the ſame are hereby veſted in and ſettled upon (*the Truſtees*) and their Heirs, freed and diſcharged of and from all and every the Uſes, Truſts, Eſtates, Limitations, Powers, Proviſoes and Agreements, in or by the ſaid recited Indenture *Quinquepartite*, and laſt recited Indenture, or either of them thereof declared, limited or expreſſed; and the ſaid (*Truſtees*) and their Heirs, ſhall ſtand and be ſeiſed of the ſame Premiſſes, **To the ſeveral Uſes**, Intents and Purpoſes, upon the Truſts, and under and **ſubject** to the ſeveral Proviſoes and Limitations herein after mentioned, expreſſed and declared, of and concerning the ſame; that is to ſay, **To the Uſe** of the ſaid *R. E.* and *I. E.* of, *&c.* their Executors, Adminiſtrators and Aſſigns, for and during, and unto the full End and Term of 99 Years, to commence and be computed from the ſaid —— Day of ——, *&c.* **Upon the Truſts**, and to the Intents and Purpoſes, and under the Proviſoes herein after mentioned and declared of and concerning the ſame; that is to ſay, That they the ſaid *R. E.* and *I. E.* and the Survivor of them, and the Executors, Adminiſtrators and Aſſigns of ſuch Survivor, ſhall and may, by and out of the Rents, Iſſues and Profits of the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes ſo limited to them for 99 Years, yearly and every Year, during the joint Lives of the ſaid *R. H.* and *I.* his Wife, raiſe, levy, pay and diſpoſe of the yearly Sum of 500 *l.* of, *&c.* free and clear of and from all Taxes, Charges and Deductions whatſoever, to ſuch Perſon and Perſons, and for ſuch Uſes, Intents and Purpoſes, as the ſaid *I. H.* alone, and without the ſaid *R. H.* her Huſband, notwithſtanding her Coverture, by any Writing or Writings under her Hand, ſhall from Time to Time direct or appoint; and for want of ſuch Direction or Appaintment, to her own proper Hands, to the Intent the ſaid yearly Sum of 500 *l.* may be applied to and for the ſole, peculiar and ſeparate Uſe and Benefit of the ſaid *I. H.* and may not be ſubject to the Controul, Debts, Ingagements or Intermeddling of the ſaid *R. H.* her Huſband; the ſaid yearly Sum of 500 *l.* to be levied and paid quarterly, at, *&c.* the firſt Payment, *&c.* and the Receipt or Receipts of the ſaid *I. H.* alone, under her Hand, or of ſuch Perſon or Perſons as ſhe ſhall ſo appoint to receive the ſame as aforeſaid, ſhall notwithſtanding her Coverture, from Time to Time, be a ſufficient Diſcharge unto the ſaid *R. E.* and *J. E.* or the Survivor of them, or the Executors, Adminiſtrators or Aſſigns of ſuch Survivor, for ſo much as ſhall therein be acknowledged or expreſſed to be paid: **And alſo upon Truſt** to permit the Reſidue of the ſaid Rents, Iſſues and Profits of the Premiſſes ſo limited to them for the ſaid Term of 99 Years, over and above the ſaid 500 *l. per Annum*, and the Coſts and Charges of the ſaid Truſtees, on Account thereof, to be received by the ſaid *R. H.* during the joint Lives of him and the ſaid *I.* his Wife; **Provided always, and it is hereby Declared and Enacted**, That when all the Truſts of the ſaid Term of 99 Years ſhall be fully executed and performed, and all Arrears to grow due of the ſaid annual Sum of 500 *l.* ſhall be paid and ſatisfied, and the Coſts and Charges of the Truſtees relating thereunto, ſhall be raiſed and diſcharged, then and from thenceforth, the ſame Term of 99 Years ſhall ceaſe, determine and become void: **And it is hereby Declared and Enacted**, That the ſaid yearly Sum of 500 *l.* ſhall be in lieu and Satisfaction of the ſaid yearly Sums of 200 *l.* and 300 *l.* provided for the ſeparate Uſe of the ſaid *I. H.* by the ſaid recited Indentures aforeſaid; *And as to, for and concerning* the ſaid Meſſuages, Lands, Tenements, Hereditaments, and Premiſſes herein before limited in Uſe to the ſaid *R.* and *I. E.* their Executors, Adminiſtrators and Aſſigns, for the ſaid Term of 99 Years, from and after the Expiration or other ſooner Determination thereof, and ſubject in the mean Time thereunto, **To the Uſe** and Behoof of the ſaid *R. H.* and his Aſſigns, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waſte (other than and except voluntary Waſte in pulling down Houſes, unleſs for the Rebuilding the ſame;) and from and after the Determination of that Eſtate, **To the Uſe** and Behoof of the ſaid Sir *J. T.* and *W. P.*

And *R. H* in order to make a ſeparate Proviſion for his Wife, and to preſerve the Reſidue of the ſaid Eſtate in his Family, is deſirous it ſhould be ſettled on *J. H.* his Brother. *R H.* only Tenant for Life.

By this Act all the Premiſſes are veſted in Truſtees to ſtand ſeiſed upon the Truſt, *&c.* for 99 Years,

to raiſe and pay 500 *l. per Ann.* during joint Lives to the Wife's ſeparate Uſe, *&c.*

Her Receipts to be good,

the Reſidue for the Huſband.

Charges of the Truſtees, how raiſed.

The 500 *l. per Ann.* to be in full Satisfaction

The Uſe of the 99 Years.

and their Heirs during the Life of the ſaid *R. H.* **In Truſt** to preſerve the contingent Remainders thereof herein after limited, from being defeated or deſtroyed; and for that Purpoſe to make Entries, and bring Actions as Occaſion ſhall be or require: **Yet nevertheleſs** to permit and ſuffer the ſaid *R. H.* and his Aſſigns, to receive and take the Rents, Iſſues and Profits thereof, during his Life; and immediately from and after the Deceaſe of the ſaid *R. H.* **To the Uſe** and Behoof of the ſaid *I. H.* and her Aſſigns, for and during her natural Life, for her Jointure; **And for Confirmation** of her ſaid Jointure limited to her of the ſame Premiſſes by the ſaid Indenture *Quinquepartite* of Releaſe as aforeſaid; and in full Recompence, Satisfaction, and Bar of all Dower, Title of Dower, and Thirds at the Common Law, which ſhe the ſaid *I. H.* can, or at any Time hereafter may have or claim out of any the Manors, Lands, Tenements or Hereditaments whereof the ſaid *R. H.* now is, or at any Time hereafter during the Coverture between him and the ſaid *I.* his Wife, ſhall or may be ſeiſed of any Eſtate of Inheritance; and immediately from and after the Deceaſe of the Survivor of them the ſaid *R. H.* and *I.* his Wife, **To the Uſe** and Behoof of Sir *I. H.* and *I. L.* their Executors, Adminiſtrators and Aſſigns, for and during and unto the full End and Term of 1200 Years from thence next enſuing, and fully to be compleat and ended, without Impeachment of, or for any Manner of Waſte, upon the Truſts, and to and for the Intents and Purpoſes, and ſubject to the Proviſoes herein after limited and declared of and concerning the ſame Term; and from and after the End, Expiration or other ſooner Determination of the ſame Term, **To the Uſe** and Behoof of the firſt Son of the ſaid *R. H.* lawfully begotten, or to be begotten, and the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; and for Default of ſuch Iſſue, to the Uſe and Behoof of the ſecond Son of the ſaid *R. H.* lawfully begotten, or to be begotten, and the Heirs Male of the Body of ſuch ſecond Son lawfully iſſuing; and for Default of ſuch Iſſue, to the Uſe and Behoof of the Third, *&c.* Sons of the ſaid *R. H.* lawfully begotten, *&c.* and for Default of ſuch Iſſue, to the Uſe and Behoof of the ſaid *J. H.* and his Aſſigns, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waſte, (other than except voluntary Waſte in pulling down Houſes, unleſs for the Rebuilding the ſame) and from and after the Determination of that Eſtate, **To the Uſe** and Behoof the ſaid Sir *J. H.* and *W. P.* and their Heirs, during the Life of the ſaid *J. H.* in Truſt to preſerve the contingent Remainders thereof herein after limited, from being defeated or deſtroyed; and for that Purpoſe to make Entries, and bring Actions as Occaſion ſhall be or require; **Yet nevertheleſs** to permit and ſuffer the ſaid *J. H.* and his Aſſigns to receive and take the Rents, Iſſues and Profits thereof during his Life; and immediately from and after the Deceaſe of the ſaid *J. H.* to the Uſe and Behoof of the firſt Son of the ſaid *J. H.* lawfully, *&c.* and the Heirs, *&c.* and for Default of ſuch Iſſue, **To the Uſe** and Behoof of the ſecond, *&c.* Sons of the ſaid *J. H.* lawfully, *&c.* and for Default of ſuch Iſſue, to the Uſe and Behoof of the right Heirs of the ſaid *R. H.* (Party to the ſaid Indenture *Quinquepartite*) for ever: **And be it further Enacted and Declared** by the Authority aforeſaid, that the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes herein before limited in Uſe to the ſaid Sir *J. H.* and *J. C.* for the ſaid Term of 1200 Years, are ſo limited to them upon the Truſts, and to the Intents and Purpoſes, and ſubject to the Proviſoes herein after mentioned, expreſſed and declared, of and concerning the ſame; that is to ſay, That in Caſe there ſhall be no Iſſue Male of the Body of the ſaid *R. H.* begotten on the Body of the ſaid *I.* his Wife, living at the Time of his Deceaſe, or born after his Deceaſe, or if the Iſſue Male between them ſhall all happen to die without Iſſue Male, before he or they, or any of them ſhall attain to the Age of 21 Years, and that there ſhall be Iſſue between the ſaid *R. H.* and the ſaid *I.* his Wife, one or more Daughter or Daughters, living at the Deceaſe of the ſaid *R. H.* or born after his Deceaſe, that then ſuch Daughter and Daughters ſhall have the Sum of 5000 *l.* for her or their Portion or Portions, equally to be divided amongſt them, if more than one; the ſaid Portion or Portions to be raiſed by the ſaid Sir *J. H.* and *J. C.* their Executors, Adminiſtrators and Aſſigns, after the Deceaſe of the Survivor of them the ſaid *R. H.* and *I.* his Wife, out of the Rents and Profits of the ſaid Premiſſes, ſo limited to them for the ſaid 1200 Years as aforeſaid, or by Leaſe or Leaſes, Mortgage or Mortgages, Sale or Sales to be made thereof, or of any Part or Parcel, Parts or Parcels thereof, and to be due and payable to the ſaid Daughter or Daughters reſpectively, at her or their ſeveral and reſpective Ages of 18 Years, or Days of Marriage, which ſhall firſt happen (ſuch Marriage being with the Conſent of the ſaid *R. H.* and the ſaid *I.* his Wife, or the Survivor of them, if they or either of them be then living, and not otherwiſe) and if ſuch Ages of 18 Years or Days of Marriage, ſhall happen in the Life-time of the ſaid *R. H.* and *I.* his Wife, or the Survivor of them, then the ſame Portions of ſuch Daughters ſo attaining the Ages of 18 Years, or Days of Marriage in the Life-time of the ſaid *R. H.* and *I.* his Wife, or the Survivor of them, to be payable within one Kalendar Month next after the Deceaſe of ſuch Survivor; and if any or either of the ſaid Daughters (in Caſe there ſhould be more than one) ſhall die before her or their Portions reſpectively ſhall become payable; that then the Portion or Portions of her or them ſo dying, ſhall ſurvive

Declaration of the 1200 Years Term for raiſing and paying Daughters and younger Sons Portions.

Daughters.

ſurvive to, and become due and payable to the Survivors or Survivor of them, at ſuch Age or Marriage as aforeſaid, and not before or otherwiſe; but in Caſe the ſaid *R. H.* ſhall in his Lifetime prefer any or either of ſuch Daughters in Marriage with any Perſon, that then ſuch Portion or Portions ſhall be taken as Part of the ſaid 5000 *l.* in Caſe the ſaid *R. H.* ſhall ſo declare the ſame, to be by any Writing under his Hand and Seal, and not otherwiſe; and upon this further Truſt, that in the mean Time, and until ſuch Portion or Portions ſhall be payable, the ſaid Daughter and Daughters ſhall be allowed out of the Rents and Profits of the Premiſſes as followeth; that is to ſay, In Caſe there ſhall be but one ſuch Daughter, the yearly Sum of —— until the Age of 12 Years, and after that Age the yearly Sum of —— until her Portion ſhall become payable, without any Abatement for Taxes for her Maintenance; and if there ſhall be two ſuch Daughters, then the yearly Sum of —— a-piece, until their ſeveral Ages of 12 Years, and after thoſe ſeveral Ages, the yearly Sum of —— a-piece, until their ſeveral Portions ſhall become payable for their Maintenance, without Abatement for Taxes as aforeſaid; and if there ſhall be thre or more ſuch Daughters, then the yearly Sum of —— a-piece, until their ſeveral Ages of 12 Years, and after thoſe ſeveral Ages, then the whole Intereſt of the ſaid —— to be divided amongſt them for their Maintenance, without Abatement for Taxes as aforeſaid; ſuch ſeveral yearly Sums to be paid by quarterly Payments, from the Deceaſe of the Survivor of them the ſaid *R. H.* and *I.* his Wife; and upon further Truſt in the mean Time, and until the ſaid Portions ſhall be payable, to permit and ſuffer ſuch Perſon and Perſons to whom the next immediate Reverſion or Remainder of the Premiſſes expectant upon the ſaid Term of 1200 Years, ſhall for the Time being appertain, to receive the Rents and Profits thereof over and above the ſaid Maintenance: **And it is hereby further Enacted and Declared,** That the ſaid Eſtate and Term of 1200 Years is upon this further Truſt, that in Caſe there ſhall be Iſſue Male of the Body of the ſaid *R. H.* begotten on the Body of the ſaid *I.* his Wife, living at the Time of the Deceaſe of the Survivor of them the ſaid *R. H.* and *I.* his Wife, and there ſhall be alſo one or more younger Son or Sons, and one or more Daughter or Daughters, or there ſhall be one or more ſuch younger Son or Sons, and no Daughter or Daughters; or there ſhall be one or more ſuch Daughter or Daughters, and no ſuch younger Son or Sons, by him begotten on the Body of the ſaid *I.* his Wife, at the Time of the Death of the Survivor of them the ſaid *R. H.* and *I.* his Wife; that then they the ſaid *R. E.* and *I. E.* and the Survivor of them, his Executors, Adminiſtrators and Aſſigns, ſhall and may out of the Rents, Iſſues and Profits of the Premiſſes ſo limited in Uſe to them for the ſaid Term of 1200 Years, or by Leaſing Mortgaging, or ſelling thereof, or of any Part or Parcel thereof, as they in their Diſcretion ſhall think fit, raiſe and pay, for the Maintenance and Portions of ſuch younger Sons and Daughters, ſuch Sum and Sums of Money as the ſaid *R. H.* ſhall, by any Writing under his Hand and Seal in that Behalf, direct or appoint, ſo as ſuch Portions in the whole do not exceed the Sum of —— and ſo as ſuch Maintenances do not exceed in the whole the yearly Sum of —— and in Default of ſuch Direction or Appointment, that then they the ſaid *R. E.* and *I. E.* and the Survivor of them, his Executors, Adminiſtrators and Aſſigns, ſhall and may, by all or any of the Ways and Means aforeſaid, raiſe and pay ſuch Sum and Sums of Money for the Portion or Portions of ſuch younger Son or Sons, Daughter or Daughters as aforeſaid, as followeth, (that is to ſay) In Caſe there ſhall be one ſuch younger Son only, and no Daughter, or one ſuch Daughter only, and no younger Son, the Sum of —— *l.* for ſuch only younger Son, and —— *l.* for ſuch only Daughter, for his or her Portion; and if there ſhall be two ſuch younger Sons, or two ſuch Daughiers, or one ſuch younger Son and one ſuch Daughter, and no more, the Sum of —— *l.* a-piece for ſuch younger Sons, and —— *l.* a-piece for ſuch Daughters for their Portions; and if there ſhall be three ſuch younger Sons or more, or three ſuch Daughters or more, or three or more younger Sons and Daughters, then the Sum of —— *l.* a-piece, ſo as the whole do not exceed the Sum of —— *l.* and if there ſhall be more than five younger Children, either Sons or Daughters, or Sons and Daughters, that then the Sum of —— *l.* ſhall be raiſed and equally divided amongſt them for their Portions; the ſame Portions to be paid to ſuch younger Son and Sons reſpectively, when he or they reſpectively ſhall attain or come unto his or their Age or Ages of 21 Years, and in the mean time to raiſe and pay to and for ſuch younger Son or Sons for his and their Maintenance, the Intereſt of his or their Portion or Portions at the Rate of —— *per Cent. per Ann.* and to be paid to ſuch Daughter or Daughters, when ſhe or they reſpectively ſhall attain or come unto her or their Age or Ages of 18 Years, or be married, which ſhall firſt happen; and in the mean while, to raiſe and pay to ſuch Daughter and Daughters the Intereſt of her or their Portion, at the Rate of —— *per Cent. per Annum* as aforeſaid, for her or their Maintenance; and after the ſaid Portions and Maintenances ſhall be raiſed and paid, or in caſe the ſaid *R. H.* ſhall not have any Iſſue Female, or any younger Sons by him begotten on the Body of the ſaid *I.* his Wife, or if the Iſſue Female and younger Sons between them ſhall happen to die before any of their ſaid Portions ſhall become payable as aforeſaid; and that the ſaid Truſtees, their Executors, Adminiſtrators and Aſſigns, ſhall have

Sons and Daughters.

been ſatisfied and paid out of the Rents and Profits of the Premiſſes (which they are to be, and ſhall be ſatisfied in the firſt Place) ſuch Monies and Damages as they or any of them ſhall have ſuſtained or expended in or concerning the Truſts aforeſaid, or the Execution thereof; that then the ſaid Eſtate and Term of 1200 Years in the Premiſſes, or ſo much thereof as ſhall remain unſold or undiſpoſed of for the Purpoſes aforeſaid, ſhall go along with and attend upon the Reverſion, Remainder and Inheritance of the Premiſſes immediately expectant upon the ſame Term, according to the Uſes and Eſtates thereof herein before limited. Expences concerning the Truſts.

Provided always, That no Leaſe, Mortgage or Sale, ſhall be made of the ſaid Term of 1200 Years, or any Part thereof, for the raiſing the ſaid Portions, or either of them, until ſome one of the ſaid Portions ſhall become payable; any Thing herein contained to the contrary thereof notwithſtanding. Not to mortgage or ſell till Portions payable.

Provided alſo, That if the Perſon or Perſons, to whom the next immediate Freehold or Inheritance of the Premiſſes expectant upon the ſaid Term of 1200 Years, according to the Uſes and Eſtates thereof herein before limited ſhall belong or appertain, ſhall ſatisfy and pay to the ſaid Daughter or Daughters younger Son or Sons, all and every the reſpective Portions, Maintenances and Sums of Money herein before limited to be charged or intended to be charged or raiſed for the ſaid Daughter or Daughters, younger Son or Sons reſpectively, according to the Intent of this Act, that then and from thenceforth, the ſaid Term of 1200 Years ſhall attend the Freehold and Inheritance of the ſame Premiſſes, or to be ſurrendered, at the Election of the Party ſo paying the ſame Portions. Proviſo in caſe the Perſon, in whom the Inheritance is, advances Portions.

Provided always, and it is hereby Declared and Enacted, That it ſhall and may be lawful to and for the ſaid *R. H.* in caſe he ſhall ſurvive the ſaid *I.* his Wife, and alſo to and for the ſaid *J. H.* after he ſhall be in the actual Poſſeſſion of the ſame Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, by Virtue of this Act, by any Deed or Deeds, Writing or Writings, to be by them reſpectively ſealed and delivered in the Preſence of two or more credible Witneſſes, to aſſign, limit or appoint to, or to the Uſe of any Woman or Women they reſpectively ſhall marry or take to Wife; and that either before or after the Marriage with ſuch Woman or Women reſpectively, for and during the Term of the natural Life or Lives of ſuch Woman or Women reſpectively, for or in Lieu, Name or Stead of her or their Jointure or Jointures, and in full of her or their Dower or Dowers, or for Part of her or their Jointure or Jointures, or better Means of Livelihood, any of the Meſſuages, Lands, Tenements, Hereditaments and Premiſſes hereby limited, in Uſe to the ſaid *R. H.* for his Life as aforeſaid, not exceeding the then yearly Value of 500 *l.* ſo to be limited to any one ſuch Woman in the clear yearly Value thereof, over and above all Charges and Repriſes (Taxes only excepted) and to commence and take Effect, as in ſuch Deed or Deeds, Writing or Writings, ſhall be limited or appointed. Power to make a ſecond Wife a Jointure.

Provided further, and it is hereby Declared and Enacted, That it ſhall and may be lawful to and for the ſaid *R. H.* and alſo to and for the ſaid *I.* his Wife, and *J. H.* reſpectively and ſucceſſively, when and as they ſhall reſpectively be in Poſſeſſion of the Premiſſes hereby limited in Uſe to the ſaid *R. H.* by Virtue of this Act, by any Deed or Deeds indented, under their reſpective Hands and Seals, to demiſe, leaſe or grant all and every or any the ſame Meſſuages, Lands, Tenements and Hereditaments, whereof they ſhall then be in actual Poſſeſſion as aforeſaid, to any Perſon or Perſons for any Term or Number of Years not exceeding 21 Years, ſo as there be reſerved upon every ſuch Demiſe, Leaſe or Grant, ſo much yearly Rent as now is reſerved for the ſame, or as much as can really and *bona fide* be got for the ſame, without taking any Fine, Premium or Foregift; and ſo as in every ſuch Leaſe or Leaſes ſo to be made as aforeſaid, there be contained a Condition of Re-entry for Non-payment of the Rent or Rents thereby to be reſerved; and ſo as the reſpective Leſſees, to whom ſuch Leaſes ſhall be made, ſeal and execute Counterparts thereof; and ſo as no Clauſe be therein contained, giving Power to any ſuch Leſſee to commit Waſte, or exempting him, her or them from Puniſhment for commiting the ſame: To make Leaſes.

And be it further Enacted by the Authority aforeſaid, That from and after the ſaid —— Day of, *&c.* all and ſingular the Manors, Meſſuages, Rectories, Advowſons, Lands, Tenements and Hereditaments, in and by the ſaid recited Indenture *Quinquepartite*, ſettled or conveyed (except the Premiſſes herein before veſted in the ſaid *W. P.* and *J. G.* and their Heirs, to the Uſes aforeſaid) ſhall be and are hereby veſted and ſettled in and upon (*Truſtees*) their Heirs and Aſſigns, freed and diſcharged of and from all and every the Uſes, Truſts, Eſtates, Limitations, Powers, Proviſoes and Agreements, in or by the ſaid recited Indenture *Quinquepartite*, and the ſaid laſt recited Indenture, or either of them, thereof declared, limited or expreſſed (other than the ſaid Term of 500 Years, by the ſaid recited Indenture *Quinquepartite* limited in Uſe to the ſaid *R. N.* ſo redeemable as aforeſaid); and the ſaid (*Truſtees*) their Heirs and Aſſigns, ſhall ſtand ſeiſed of the ſame Premiſſes (ſubject to the ſaid Term of 500 Years, ſo redeemable as aforeſaid) upon the Truſts herein after mentioned and declared, (that is to ſay) upon Truſt that they the ſaid (*Truſtees*) and the Survivor of them, and the Heirs and Aſſigns of ſuch Survivor, ſhall and do with all convenient Speed ſell and diſpoſe of the ſaid Manors, Meſſuages, Rectories, Advowſons, Lands, Tenements, Hereditaments Premiſſes veſted in Truſtees.

taments and Premiſſes, ſo veſted in them as aforeſaid, either intirely or by Parcels, to any Perſon or Perſons, who ſhall be willing to purchaſe the ſame, for the moſt Money, or the beſt Price or Prices, which can be reaſonably had or gotten for the ſame; and ſhall and do pay and diſpoſe of the Money which ſhall be raiſed by ſuch Sale or Sales, and the Rents, Iſſues and Profits of the ſame Premiſſes, until ſuch Sales or Sales, in Manner following, (that is to ſay)

To be ſold to pay the ſaid Debt to the Crown.

in the firſt Place, in Satisfaction and Diſcharge of all ſuch Debts which affect the Premiſſes hereby directed to be ſold as aforeſaid, prior to the Title of the Crown, in reſpect of the Debt remaining due to the Crown as aforeſaid; and in the next Place, to pay to the ſaid *R. E.* and *J. E.* or the Survivor of them, his Executors or Adminiſtrators, for the ſeparate Uſe of the ſaid *I. H.* the Sum of —— *l.* the ſame being computed and by her accepted as a Satisfaction and Recompence for the contingent Intereſt, which would ariſe to her in caſe ſhe ſurvived her ſaid Huſband, by Virtue of the ſaid Term of 99 Years, by the ſaid recited Indenture *Quinquepartite* created, for making up her Jointure Lands 1100 *l. per Annum* as aforeſaid; and after Payment thereof, then upon Truſt that they the ſaid (*Truſtees*) and the Survivor of them, and the Heirs of ſuch Survivor, do and ſhall pay the Surplus of the Rents and Profits aforeſaid, and of the Money to be raiſed by ſuch Sale or Sales, into the Receipt of his Majeſty's Exchequer, towards Satisfaction of the ſaid Debt remaining due from the ſaid *R. H.* to the Crown as aforeſaid; **And be it further enacted** by the Authority aforeſaid, That all and every Perſon and Perſons, his and their Heirs and Aſſigns, to whom the (*Truſtees*) or the Survivor of them, or the Heirs of ſuch Survivor, ſhall by Virtue and in Purſuance of this Act, make any Sale or

Clauſe in Favour of Purchaſors.

Conveyance of all or any Part of the ſaid Manor, Meſſuages, Rectories, Advowſons, Lands, Tenements, Hereditaments and Premiſſes, hereby veſted in them the ſaid Truſtees, ſhall upon Payment of the Purchaſe-Money to the ſame Truſtees or the Survivor of them, or the Heirs of ſuch Survivor, have, hold and enjoy the ſame Manors, Meſſuages, Rectories, Advowſons, Lands, Tenements and Hereditaments, or ſuch Part or Parts thereof, as ſhall be purchaſed by ſuch Perſon or Perſons reſpectively, with the Apputenances, freed and diſcharged of and from all Claim, Right, Title or Intereſt, of all or any the Perſons claiming, or that ſhall or may claim by Virtue of the ſaid recited Indenture *Quinquepartite*, and laſt recited Indenture, or either of them, or of any Limitations therein (except the Perſon or Perſons claiming by Virtue of, or under the ſaid Term of 500 Years, created by the ſaid Indenture *Quinquepartite*); and that the Receipt or Receipts of the ſame Truſtees, or of the Survivor of them, or the Heirs of ſuch Survivor, under his or their Hands, ſhall from Time to Time be a ſufficient Diſcharge to the Purchaſor or Purchaſors of the ſame Premiſſes or any Part thereof, his or their Heirs, Executors, Adminiſtrators and Aſſigns, for ſo much of the ſaid Purchaſe-Money for which ſuch Receipt or Receipts ſhall be given; and from and after ſuch Receipt or Receipts, ſuch Purchaſor or Purchaſors ſhall be and are hereby acquitted and diſcharged of and from the ſame; and they and any of them, after ſuch Receipt or Receipts, ſhall not be anſwerable for any Loſſes or Damages which ſhall happen to or be chargeable upon the ſaid Truſtees, or the Survivor of them, or the Heirs of ſuch Survivor, for or on Account of any Miſapplication of the ſaid Purchaſe-Money, or any Part thereof. **Provided alſo,** &c. [*Truſtees not to be accountable for each other*, &c.] **Provided alſo,** &c. [*Their Expences to be deducted*, &c. *ſee the Acts before:*] **And be it further Enacted** by the Authority aforeſaid, That all

R H.'s Perſonal Eſtate to be ſold towards Payment of ſaid Debt to the Crown.

the Goods, Chattels, Money, Debts, Securities for Money and other perſonal Eſtate, which the ſaid *R. H.* or any Perſon or Perſons in Truſt for him, was or were on the —— Day or —— poſſeſſed of, intereſted in or intitled unto (other than and except the neceſſary Wearing Apparel of the ſaid *R. H.* and *I.* his Wife, and the ſeveral Goods and Chattels in the Schedule or Inventory, to the laſt herein before recited Indenture annexed, mentioned and ſpecified; and the neceſſary Houſhold Goods, Houſhold Stuff and Furniture of the ſaid *R. H.*) ſhall be and the ſame are hereby veſted in the ſaid (*Truſtees*) their Executors and Adminiſtrators, upon Truſt, and to the Intent that the ſame may be ſold and diſpoſed of, and that the Money ariſing thereby may be paid into the Receipt of his Majeſty's Exchequer, towards diſcharging of the ſaid Debt due from the ſaid *R. H.* to the Crown as aforeſaid; **And** in order to a full Diſcovery of the

Inventory thereof to be given on Oath.

Perſonal Eſtate of the ſaid *R. H.* (except as aforeſaid): **Be it further Enacted** by the Authority aforeſaid, That the ſaid *R. H.* ſhall, before the —— Day of —— deliver in upon Oath before the Lord Chief Baron, or one other of the Barons of the Court of Exchequer for the Time being (which Oath the ſaid Lord Chief Baron and Barons are hereby reſpectively impowered to adminiſter) two ſeveral true and exact Particulars and Inventories (both of the ſame Import and Tenor) of all and ſingular the Goods, Chattels, Debts and Perſonal Eſtate (except as aforeſaid) which he was poſſeſſed of or intitled to in his own Right, and which any other Perſon or Perſon was or were poſſeſſed of in Truſt for him, or for his Uſe and Benefit, upon —— and how and in what Manner, and to whom and when, and for what he hath diſpoſed of the ſame, or any Part thereof, ſince that Time; one of which ſaid Inventories the ſaid Chief Baron, or other of the ſaid Barons, who ſhall receive the ſame, ſhall deliver over to the

ſaid

ſaid —— or the Survivor of them, or the Executors or Adminiſtratots of the ſaid Survivor; and if the ſaid *R. H.* ſhall neglect or refuſe to deliver Inventories upon Oath as aforeſaid, then he (in reſpect of himſelf only) ſhall have no Benefit or Advantage by this Act; but in caſe he ſhall deliver in Inventories upon Oath as aforeſaid, then and from thenceforth he the ſaid *R. H.* his Heirs, Executors and Adminiſtrators, ſhall be fully acquitted and diſcharged of and from the ſaid Debt remaining due from him to the Crown, as fully and abſolutely as if the ſaid Debt had been fully paid; any Law, Statute, Uſage or other Thing to the contrary thereof notwithſtanding: **Save only,** That in caſe the ſaid *I. H.* or her ſaid Truſtees, or any of them, ſhall be moleſted or diſturbed in raiſing, receiving or paying the ſaid yearly Sum of 500 *l.* hereby provided for her ſeparate Uſe as aforeſaid, or any Part thereof, by any Creditor or Creditors of, or any other Perſon or Perſons claiming under the ſaid *R. H.* by Virtue of any Title or Incumbrance ſubſequent to the Title which the Crown hath, by Reaſon of the ſaid Debt ſo remaining due to the Crown as aforeſaid, *Then* it ſhall and may be lawful to and for the ſaid Truſtees for the ſaid *I. H.* to make Uſe of ſuch Remedy or Remedies as the Crown might have had for Recovery of ſo much of the ſaid Debt as ſhall remain unſatisfied by the Money to be raiſed in Purſuance of this Act, in Order only to protect the Premiſſes hereby charged with the ſaid 500 *l. per Annum* from any ſuch Moleſtation or Diſturbance as aforeſaid, and ſhall ſtand in the Place of the Crown, ſo far only as to indemnify the ſaid *I. H.* and her Truſtees, and the Premiſſes hereby charged with the ſaid 500 *l. per Annum*, from any ſuch Moleſtation or Diſturbance as aforeſaid. **Provided always,** That nothing in this Act contained ſhall defeat or prejudice the ſaid Term of 500 Years, by the ſaid recited Settlement limited to the ſaid *R. N.* ſo redeemable as aforeſaid: **Saving** to the ſaid *R. N.* his Executors, Adminiſtrators and Aſſigns (for and in reſpect only of the ſame Term of 500 Years ſo redeemable as aforeſaid) and to all and every other Perſon, *&c.* their reſpective Heirs, Succeſſors, Executors and Adminiſtrators (other than the King's moſt Excellent Majeſty, his Heirs and Succeſſors, for and in reſpect of his and their Intereſt in the Premiſſes, by Reaſon of the ſaid Debt due to the Crown; and other than and except the ſaid *R. H.* and *I.* his Wife, and the firſt and other Sons of the ſaid *R. H.* on the Body of the ſaid *I.* his Wife begotten or to be begotten, and the Heirs Male of their ſeveral and reſpective Bodies, and the Daughters of the ſaid *R. H.* on the ſaid *I.* his Wife begotten or to be begotten, and the Heirs of the ſaid *R. H.* and other than and except the Truſtees for preſerving the contingent Remainders in the ſaid Indenture *Quinquepartite* limited, and their Heirs, and the Truſtees of the ſeveral Term of 99 Years, and 1000 Years, created by the ſame Indenture, and the Truſtees of the ſaid Term of 99 Years, created by the laſt recited Indenture; and all and every Perſon and Perſons claiming or to claim, by Virtue of the ſaid ſeveral Terms, or of any of the Truſts thereof) all ſuch Right, *&c.*

Remedy for the Wife's Truſtees if moleſted.

R. N.'s Term of 500 Years not to be defeated.

Saving, *&c.*

An Act for ſettling the Eſtates of R. *late Earl* R. *deceaſed, purſuant to an Agreement* * *made between* F. *Earl of* S. *and* B. *Counteſs of* S. *his Wife*; J. B. *Earl of* B. *in the Kingdom of* Ireland, *and Lady* P. B. *his Daughter*; *and* J. *now Earl* R. *ſubject to the Payment of the Debts and Legacies of the ſaid late Earl* R. *remaining unpaid, and for other Purpoſes in the ſaid Act mentioned.*

* This Agreement is to end Suits and Controverſies.

Whereas by Indentures of Leaſe and Releaſe, *&c.* made between the Right Honourable *R.* late Earl *R.* deceaſed, by the Name of, *&c.* and *R. S.* Lord *D.* and Baron of *C.* of the one Part, and the moſt Noble *C.* late Duke of *S.* deceaſed, and the Right Honourable *R.* Earl of *O.* and Earl *M.* of the other Part, **All** thoſe, *&c.* in the County of *C.* with their and every of their Rights, *&c.* **And all** thoſe Manors, *&c.* in the County of *E.* with their, *&c.* **And** alſo that Manor, *&c.* in the County of *Y.* with its Rights, *&c.* **And** all thoſe, *&c.* in the County of *L.* with their, *&c.* and all and every other the Manors, *&c.* whatſoever, whereof or wherein the ſaid *R.* Earl *R.* had any Eſtate or Freehold or Inheritance in Poſſeſſion, Reverſion, Remainder, or otherwiſe ſituate, lying and being, ariſing or renewing, or to be had, received or taken, as well in the ſeveral Pariſhes, Towns, Villages or Hamlets of, *&c.* or elſewhere in the ſaid County of *C.* and in the ſeveral Pariſhes, Towns, Villages or Hamlets of, *&c.* or elſewhere in the ſaid County of *E.* and in the Pariſh, Village or Hamlet of —— or elſewhere in the ſaid County of *Y.* **And alſo** in the ſeveral Pariſhes, Villages and Townſhips or Hamlets of, *&c.* or elſewhere in the ſaid County of *L.* and the Reverſion and Reverſions, Remainder and Remainders of all and ſingular the ſaid Manors and other Hereditaments therein before mentioned or intended to be thereby releaſed; and all the Eſtate, *&c.* of him the ſaid *R.* Earl *R.* in Law or Equity, of, in and to the ſame, and every Part and Parcel thereof, with their and every of their Appurtenances, **were** conveyed and aſſured unto

Recital of Lands, *&c.*

Conveyed in Truſt to pay Debts.

unto the ſaid *C.* Duke of *S.* and *R.* Earl of *O.* and Earl *M.* and their Heirs, **To the Uſe** of the ſaid *R.* Earl *R.* and the Heirs Male of his Body lawfully iſſuing; and for Default of ſuch Iſſue, **To the Uſe** of the ſaid *C.* Duke of *S.* and *R.* Earl *M.* and their Heirs **in Truſt,** and to the Intent that they and the Survivor of them, and his Heirs, ſhould and might by and out of the Rents, Iſſues and Profits of the ſaid Manors, Lordſhips, and other the Premiſſes, or by Leaſing, Mortgaging or Selling the ſame or ſome Part thereof, or by all or any of the Ways or Means aforeſaid, or by any other Ways or Means as they ſhould think fit, in the firſt Place pay and diſcharge all and every the Debts of the ſaid *R.* Earl *R.* of what Kind or Nature ſoever the ſame ſhould be; and all Sum and Sums of Money as the ſaid *R.* Earl *R.* by any Deed or Writing by him ſigned or ſealed before two or more Witneſſes, or by his laſt Will and Teſtament in Writing, to be by him publiſhed in the Preſence of two or more credible Witneſſes, or by any Codicil or Codicils written with his own Hand, ſhould direct and appoint to be paid to any Perſon or Perſons whatſoever; and after the ſaid Truſts performed and ſubject thereunto, **Upon this further Truſt,** That they the ſaid *C.* Duke of *S.* and *R.* Earl of *O.* and Earl *M.* and the Survivor, *&c.* ſhould from Time to Time, and at all Times thereafter, for and during the natural Life of *J. S.* Eſq; (now Earl *R.*) or until he the ſaid *J. S.* ſhould conform or be capable to take, as therein after is mentioned, pay the Rents and Profits of the ſaid Manors, Lordſhips and Premiſſes, unto ſuch Perſon or Perſons, Ends, Intents and Purpoſes, and in ſuch Manner as the ſaid *R.* Earl *R.* by any Writing or Writings under his Hand and Seal, teſtified by two or more credible Witneſſes, ſhould from Time to Time, direct, limit or appoint; **And** alſo ſhould convey and ſettle the ſaid Manors and other the Premiſſes, or ſo much thereof as ſhould not be ſold or diſpoſed of for the Purpoſes aforeſaid, from and after the Deceaſe of the ſaid *J. S.* (now Earl *R.*) to and upon, or to the Uſe of the firſt and every other Son and Sons of the Body of the ſaid *J. S.* (now Earl *R.*) lawfully begotten or to be begotten in Tail Male ſucceſſively; Remainder to all and every the Daughter and Daughters of the Body of the ſaid *J. S.* (now Earl *R.*) lawfully to be begotten, and the Heirs of the Body and Bodies of ſuch Daughter and Daughters iſſuing; Remainder to Miſs *B. S.* (now Counteſs of *S.*) for Life; Remainder to Truſtees and their Heirs during her Life, **In Truſt** to preſerve contingent Uſes and Eſtates; Remainder to the firſt and every other Son and Sons of the ſaid *B.* (now Counteſs of *S.*) in Tail Male ſucceſſively; Remainder to all and every the Daughter and Daughters of the ſaid *B.* now Counteſs of *S.* lawfully to be begotten, and the Heirs of the Body and Bodies of ſuch Daughter and Daughters; and in Default of ſuch Iſſue, to ſuch Perſon and Perſons, and for ſuch Eſtate and Eſtates, as the ſaid *R.* Earl *R.* by any his Deed or Deeds in Writing, to be by him ſealed and delivered in the Preſence of two or more Witneſſes, ſhould direct, limit or appoint; and from and after the Determination of ſuch Eſtate and Eſtates ſo to be appointed, or in Default of ſuch Limitation, to, or upon, or to the uſe of the right Heirs of the ſaid *R.* Earl *R.* for ever. **In which** ſaid recited Indenture of Releaſe is contained a Proviſo, that if the ſaid *J. S.* now Earl *R.* ſhould in the Life-time of the ſaid *R.* Earl *R.* or at any Time after his Death, conform to the Church of *England* as by Law eſtabliſhed, in ſuch Manner as by the Law touching Popiſh Recuſants or Papiſts, then in Force within this Realm, ſhould be required or directed; or if the ſaid *J.* now Earl *R.* at the Time of the Deceaſe of the ſaid Earl *R.* or at any Time after, ſhould not, by the Laws or Statutes touching Popiſh Recuſants or Papiſts then in Force within this Realm, be diſabled and made incapable to purchaſe or take ſuch Lands and Hereditaments; then, and in either of the ſaid Caſes, and not otherwiſe, the ſaid *C.* Duke of *S.* and *R.* Earl of *O.* and Earl *M.* or the Survivor of them and his Heirs, (after Failure of ſuch Iſſue Male of the Body of the ſaid late Earl *R.* and Performance of the ſaid Truſts, for raiſing Money to pay his Debts, and ſuch Sums of Money as he ſhould appoint as aforeſaid, and ſubject to the Truſts laſt mentioned) ſhould convey and ſettle the ſaid Manors, Lands and Premiſſes thereby releaſed, or ſo much thereof as ſhould not be ſold or diſpoſed of for the Purpoſes aforeſaid, to or upon, or to the Uſe of the ſaid *J. S.* or his Aſſigns, for the Term of his natural Life without Impeachment of Waſte, to take Effect from and immediately after the Death of the ſaid Earl *R.* in caſe the ſaid *J.* now Earl *R.* ſhould then have conformed, or be capable to purchaſe or take as aforeſaid, or elſe ſo ſoon after as he ſhould ſo conform or be capable; with Remainder after the Determination of that Eſtate to Truſtees and their Heirs during the Life of the ſaid Earl *J.* in Truſt to preſerve the contingent Remainders; and that in ſuch Caſe the Truſts therein limited and declared to or for the Benefit of the ſaid *C.* Duke of *S.* and *R.* Earl of *O.* and Earl *M.* their Executors and Aſſigns, concerning the Rents, Iſſues and Profits aforeſaid, ſhould from thenceforth ceaſe and determine: And alſo in the ſaid Indenture of Releaſe is contained a Power for the ſaid *C.* Duke of *S.* and *R.* Earl of *O.* and Earl *M.* and the Survivor of them, for the better Encouragement to take upon them the ſaid Truſt, to deduct and be reimburſed all their Charges and Expences relating thereto; and alſo for them to retain and receive for him and themſelves till the Death, Conformity or Capacity of the ſaid *J.* Earl *R.*

Proviſo in Caſe of the now Earl *R.*'s Diſability to purchaſe or take ſuch Lands.

R. to take, as aforeſaid, the yearly Sum of 200 *l.* And alſo a Power for the ſaid *J.* now Earl *R.* in Caſe he ſhould conform, as therein is mentioned, and be in Poſſeſſion of the Premiſſes; and for the ſaid Truſtees, in Caſe he ſhould not conform, to limit, ſettle and aſſure ſuch Part or Parts of the ſaid Manors, *&c.* as and for a Jointure for any Woman or Women that he the ſaid *J.* Earl *R.* ſhould happen to marry, and for making Proviſion for the Portions and Maintenances of the Daughters and younger Sons of the ſaid Marriage; and for him the ſaid Earl *J.* to make Leaſes of the ſame Premiſſes when he ſhould be in Poſſeſſion thereof, in ſuch Manner as in the ſaid Indenture of Releaſe is mentioned: And alſo a Power or Proviſo for him the ſaid *R.* Earl *R.* at any Time or Times then after, by any his Deed or Deeds in Writing, to be by him ſealed and delivered in the Preſence of two or more Witneſſes, or by his laſt Will and Teſtament in Writing, to be publiſhed in the Preſence of three or more Witneſſes, to revoke and change all, or any the Eſtates, Uſes, Limitations, Truſts, Proviſoes and Clauſes therein before expreſſed or mentioned; and by the ſame or any other Deed or Deeds, or Will, in like Manner executed or publiſhed to declare or limit any new or other Uſes, Eſtates and Truſts concerning the ſame. **And whereas** the ſaid *R.* Earl *R.* made his laſt Will and Teſtament in Writing, bearing Date, *&c.* and thereby (among other Things) gave to Mrs. *E. C.* one of the Daughters of Sir *P. C.* Baronet, the Annuity or yearly Sum of 500 *l.* payable out of the *Exchequer*, for the Reſidue of a Term of 96 Years therein mentioned then to come: **And alſo** gave to the ſaid *E. C.* and her Heirs, his Manſion-houſe, called *R.* in the County of *M.* with the, *&c.* and alſo gave to the ſaid *E. C.* the Sum of 2000 *l.* and ſeveral other ſpecifick Legacies; **And** alſo gave to the ſaid *B.* (now Counteſs of *S.*) 10,000 *l.* to be paid her at her Age of 21 Years, if then living, (and not to her Executors, *&c.* if dead before) or Day of Marriage, with ſuch Conſent as therein after is mentioned, which ſhould firſt happen, with Intereſt for her Maintenance until the ſaid 10,000 *l.* ſhould become payable; and if the ſaid *B.* Counteſs of *S.* ſhould in the mean Time marry without ſuch Conſent, then his Will was, that the ſaid Legacy of 10,000 *l.* ſhould go to and remain for the Benefit of the Iſſue of her Body, equally Share and Share alike if ſhe ſhould have more Children than one, and if but one, then for the Benefit of ſuch only Child; and in Caſe ſhe ſhould have no Iſſue living at her Death, then the ſaid 10,000 *l.* ſhould veſt in, and go to his Executors, the better to enable them to perform the Truſts of his ſaid Will; and he did thereby direct that the ſaid *B.* Counteſs of *S.* ſhould marry with Conſent in Writing of the ſaid *E. C.* alias *J.* firſt had; and that the ſaid *E. C.* alias *J.* ſhould have the Diſpoſition and Management of the ſaid Maintenance, for the Benefit of the ſaid *B.* Counteſs of *S.* And he hereby appointed, that all his Houſhold Goods and Furniture remaining at his Capital Seat of *R. S.* ſhould continue there as Heir Looms; and that the Leaſes and Eſtates and Intereſts, which he held from the Crown, of the Old and New Pale Lodges of the Foreſt of *D.* and other Hereditaments and Privileges in the County of *C.* with the Benefit of Renewal, ſhould remain and be for the Benefit of the Perſon and Perſons for the Time being who ſhould enjoy his ſaid Capital Seat, by Virtue of any Settlement he had made or ſhould make; and did thereby appoint, that all his juſt Debts, of what Kind ſoever, ſhould be paid in the firſt Place after his Deceaſe; and gave ſeveral other Legacies; and did nominate and appoint the ſaid *C.* Duke of *S.* and *R.* Earl of *O.* and Earl *M.* Executors of his ſaid Will; and the better to enable them to perform his ſaid Will, gave and deviſed to his ſaid Executors all ready Money, Arrears of Rent, and all Debts that then were, or which at his Death ſhould be owing to him, by any Perſon or Perſons whatſoever, Goods, Chattels and Perſonal Eſtate, not therein before ſpecifically deviſed, upon Truſt to perform his ſaid Will: And to the Intent his ſaid Will might be fulfilled, he charged all his Manors, Lands and Hereditaments in the Counties of *E. C. L.* and *Y.* with the raiſing of ſuch Sum and Sums of Money, for the Payment of his Debts, Legacies and Funeral Expences, which his Perſonal Eſtate not deviſed for other Purpoſes ſhould fall ſhort to pay and ſatisfy. **Provided** nevertheleſs, and his Will was, that all ſuch Debts as were then charged upon any Part of his Lands by Mortgage, ſhould not be paid out of his Perſonal Eſtate, but ſhould remain a Charge upon his Lands, ſo that the aforeſaid Legacies by him given might not be retarded in the Payment thereof. **And whereas** by a Codicil or Writing bearing Date, *&c.* annexed to and made Part of the ſaid Will, the ſaid *R.* Earl *R.* among ſeveral other Legacies and Bequeſts, gave to *R. S.* therein named, during his Life, all that Farm called *H. Farm*, near the City of *C.* and all the Lands, Hereditaments and Appurtenances thereunto belonging, to take Effect in Poſſeſſion from and after the Determination of the Leaſes thereof then in Being: **And alſo** gave and bequeathed to Mrs. *K. D.* 50 *l.* a year for her Life, payable Quarterly from his Death, clear of all Taxes and Charges; and alſo to *K. D.* her Daughter 50 *l.* a-year for her Life, payable Quarterly from his Death, clear of all Taxes and Charges. **And whereas** the ſaid *R.* Earl *R.* died on, *&c.* without having made any Revocation of any of the Uſes in the ſaid recited Settlement, according to the Power reſerved to him for that Purpoſe, leaving Iſſue of his Body one only Child, *E.* the Counteſs of *B.* who is ſince alſo dead, leaving Iſſue

R. Earl of *R.* his Will.

Legacies.

Charges all his Eſtates with Payment of Debts and Legacies.

Codicil.

R. Earl *R.*'s Death without revoking the Uſes in the Settlement.

His Iſſue.

Iſſue of her Body only one Daughter, the Lady *P. B.* **And whereas** the ſaid *B.* now Counteſs of *S.* intermarried with the ſaid *F.* Earl of *S.* by and with the Conſent and Goodliking of the ſaid *E. C.* alias *J.* as by Writing under the Hand of the ſaid *E. C.* alias *J.* bearing Date, *&c.* may appear: **And whereas** ſince the Death of the ſaid *R.* Earl *R.* the Manors of, *&c.* in the County of *C.* formerly the Eſtate of *W. M.* and the, *&c.* and the Reverſion of a ſmall Burgage in *N.* which were alſo the Inheritance of the ſaid late Earl *R.* being Part of the Truſt Eſtate veſted in them the ſaid *C.* Duke of *S.* and *R.* Earl of *O.* and Earl *M.* and their Heirs, in and by the ſaid recited Indentures of Leaſe and Releaſe, in Truſt as aforeſaid, have been ſold by the ſaid Truſtees, unto the ſaid *J. B.* Earl of *B.* for the Sum of 22,000 *l.* and the ſaid Manors, *&c.* purſuant to a Decree of the Court of Chancery in that Behalf, have accordingly been conveyed to him the ſaid *J. B.* Earl of *B.* and his Heirs; and the ſaid Sum of 22,000 *l.* ariſing by ſuch Sale, hath been by them the ſaid *C.* Duke of *S.* and *R.* Earl of *O.* and Earl *M.* paid and applied in Diſcharge of the Mortgages ſtanding out upon the ſaid Truſt Eſtate in the ſaid County of *C.* and for other Purpoſes, in Purſuance of the ſaid Truſt: **And whereas** by a Decretal Order of the Court of Chancery, made the, *&c.* in a Cauſe wherein *A. F.* (Wife of *W. F.* the elder) *W. F.* the younger, and *E. F.* by their next Friend, and others, were Plaintiffs, and the ſaid *J. B.* Earl of *B.* the ſaid Lady *P. B.* (an Infant, by the ſaid *J. B.* Earl of *B.* her Father and Guardian) the ſaid *J.* now Earl *R. F.* Earl of *S.* and *B.* Counteſs of *S.* his Wife, an Infant, by the ſaid Earl of *S.* her Huſband and Guardian, the ſaid *R.* Earl of *O.* and Earl *M.* and *W. F.* the elder, were Defendants, **It was** (amongſt other Things) ordered and decreed, that the ſaid Earl of *O.* and Earl *M.* the ſurviving Truſtee and Executor of the ſaid *R.* late Earl *R.* ſhould come to an Account before *J. H.* Eſq; (one of the Maſters of the ſaid Court of Chancery) for the Perſonal Eſtate of the ſaid late Earl *R.* not by him ſpecifically deviſed, and for the Rents and Profits of the ſaid Truſt Eſtate received by the ſaid Earl of *O.* and Earl *M.* or any other Perſon for his Uſe, and alſo for the Monies that had been raiſed by the Sale of any Part of the ſaid late Earl *R.*'s Real Eſtate; and that the ſaid Maſter ſhould examine into and ſtate the ſaid late Earl's Debts and Legacies remaining unpaid, and compute Intereſt for the ſaid Legacies, as is therein mentioned. And as to the ſaid Annuities given by the Will of the ſaid late Earl *R.* the ſame were to continue a Charge on the ſaid real Eſtate; and it was further ordered, that the ſaid Perſonal Eſtate, and the Rents and Profits of the Truſt Eſtate, and the Money raiſed by any ſuch Sale, after all juſt Deductions and Allowances made thereout, ſhould be applied in the firſt Place to pay the ſaid Teſtator's Debts, and then his Legacies, with Intereſt, as far as the ſame would extend: And if there ſhould not be ſufficient for that Purpoſe, then it was further ordered and decreed, that the ſaid Defendant the Earl of *O.* and Earl *M.* ſhould, according to the Power in the ſaid Settlement, ſell or grant Leaſes, or make Mortgages, of ſo much of the ſaid Truſt Eſtate remaining unſold, as the ſaid Maſter ſhould find to be moſt for the Benefit of the Parties intereſted therein, and ſufficient to pay off the ſaid Deficiencies: **And** the ſaid Maſter was to allow of the ſaid Sales, Leaſes and Mortgages; and the Money raiſed thereby was to be applied to pay off and diſcharge ſuch of the ſaid Teſtator's Debts and Legacies, with Intereſt, which the ſaid Perſonal Eſtate, and the Rents and Profits of the Truſt Eſtate, and the Money raiſed by any Sale then already made, ſhould fall ſhort to pay, and all Parties were to be paid their Coſts of the ſaid Suit out of the ſaid Eſtate. **And whereas** the Accounts of the ſaid late Duke of *S.* and *R.* Earl of *O.* and Earl *M.* the Truſtees and Executors of the ſaid *R.* late Earl *R.* as well of the Monies raiſed or received by the ſaid late Duke of *S.* and *R.* Earl of *O.* and Earl *M.* in the Life-time of the ſaid late Duke of *S.* as of thoſe raiſed or received ſince his Death by the ſaid *R.* Earl of *O.* and Earl *M.* out of the ſaid late Earl *R.*'s Perſonal Eſtate, or the Rents and Profits of his Truſt Eſtates, or by Sale of Part, or by Fines on the ſaid Earl of *O.*'s granting or renewing Leaſes of other Part of the ſaid Truſt Eſtate, and of the Application of the ſaid Monies ſo raiſed or received, in Diſcharge of the Debts and Legacies of the ſaid late Earl *R.* or otherwiſe, in Relation to the ſaid Truſt and Executorſhip, were taken by the ſaid *J. H.* Eſq; Maſter in Chancery, purſuant to the ſaid Decree, as appears by his Reports in the ſaid Cauſe. **And** by his Report, bearing Date, *&c.* the ſaid Maſter certified, That there then remained due from the ſaid late Earl *R.*'s Eſtate, for the ſaid Portion the ſaid Sum of 10,000 *l.* given by his ſaid Will to the ſaid *B.* now Counteſs of *S.* and in the Whole for the ſame and for other Legacies given by the ſaid late Earl *R.* and the Intereſt thereof, and for his Debts in ſuch Report mentioned, the Sum of 14772 *l.* 16 *s.* 4 *d.* **And whereas** by Indenture *Tripartite*, bearing Date, *&c.* between the Right Honourable *T.* late Earl of *R.* deceaſed, Father of the ſaid Earl *R.* and *T.* Lord Viſcount *C.* elder Brother of the ſaid Earl *R. J. S.* Eſq; and *R. P.* Eſq, of the ſecond Part, and the Right Honourable *W. G. R.* late Earl of *D.* the Right Honourable *W.* late Earl of *S. J. G. H.* Eſq; and *R. H.* Gent. of the third Part, **In** Conſideration of a Marriage then lately had and ſolemnized between the ſaid *T.* Lord Viſcount *C.* and the Right Honourable Lady *H. C. S.* Siſter of the ſaid *W. G. R.* late Earl of *D.* the

Sale of Lands in *C.* purſuant to a Decree.

Truſtees decreed to account for perſonal Eſtate

Annuities to ſtand charged.

Sales or Mortgages to be made, and Leaſes granted.

Accounts taken by the Maſter.

His Report.

Debts and Legacies. 14,772 *l.* 16 *s.* 4 *d.*

Eſtate of late Earl *R.* in *E.* charged with 10,000 *l.* on Marriage of *T.* Lord Viſcount *C.* and Lady *H. C. S.*

they make Default, whereby Judgment is given againſt them; if he in Remainder reverſe the Judgment by Writ of Deceit, he ſhall have the Land, for the Leſſee hath forfeited his Eſtate. 17 *E.* 3. 60. *b.* 3 *Danv. Abr.* 221. 10 *Vin.* 378. *Roll. Abr.* 853.

And where ſuch Recovery is had by Agreement and Covin between the Demandant and Tenant for Life, it is a Forfeiture. *Co. Lit.* 362. *a. & vide Co. Lit.* 356. *a. Co.* 16. *a.* 2 *And.* 30.

So if Tenant for Life ſuffers a common Recovery, it is a Forfeiture, for that is an Aſſurance of which the Law takes Notice. *Co. Lit.* 362. *a.* Sir *William Pelham*'s Caſe. *Co.* 15. *b.* adjudged. *Moor* 271. *pl.* 423. adjudged. 2 *Leon.* 60. 4 *Leon.* 123. *And.* 227. *& vide* 3 *Co.* 4. *b.* 10 *Co.* 44. *a. Co. Lit.* 356. *a.*

If a Stranger brings a Writ of Entry againſt the Leſſee for Life, ſuppoſing, that he holds of his Leaſe, and the Leſſee confeſſeth his Action, whereby the Stranger recovers, it is a Forfeiture to the Leſſor. 5 *Aſſ.* 3. adjudged. *Fitz. Entry Congeable* 42. S. C. *Br. Entry Congeable* 49. *Br. Forfeiture de Terres* 29. *Co.* 15. *b.* 2 *Leon.* 60. 4 *Leon.* 120. 3 *Danv. Abr.* 221. 10 *Vin.* 378. *Roll. Abr.* 853.

In a real Action againſt the Leſſee for Life, if he loſes by Miſpleading, it is not any Forfeiture. 18 *E.* 3. 28. *b.* 3 *Dan. Abr.* 221. 10 *Vin.* 378. *Roll. Abr.* 853.

But if the Plaintiff recovers by Render of the Leſſee, it is a Forfeiture. 18 *E.* 3. 28. *b.* 3 *Danv. Abr.* 221. 10 *Vin.* 378. *Roll. Abr.* 853.

So if he recovers by *Nient dedire* of the Leſſee. 18 *E.* 3. 28. *b.* 3 *Danv. Abr.* 221. 10 *Vin.* 378. *Roll. Abr.* 853.

So if he recovers by Default of the Leſſee. 18 *E.* 3. 28. *b.* 3 *Danv. Abr.* 221. 10 *Vin.* 378. *Roll. Abr.* 853.

So if he recovers by Miſpleading of the Leſſee, if he (*a*) pleads faintly. *Contra* 18 *E.* 3. 28. *b.* 3 *Danv. Abr.* 221. 10 *Vin.* 378. *Roll. Abr.* 853.

(*a*) Where he pleads covenously to the Diſinheriſon of him in Reverſion.

As if he pleads to an Inqueſt faintly in a *Scire facias*, and loſes where he might have barred the Demandant by a Plea of *Nient compriſe*, it is a Forfeiture. 22 *E.* 3. 2. *b. Curia.* 3 *Danv. Abr.* 221. 10 *Vin.* 378. *Roll. Abr.* 853. 2 *Leon.* 61. S. C. cited.

So if Leſſee for Years be ouſted, and brings an Aſſiſe *Ut de libero tenemento.* Co. Lit. 251. b. Co. 16. a. *S. P.* Or in a Writ of Right brought againſt Leſſee for Life or Years, he joins the *Miſe* upon the mere Right, which none but Tenant in Fee-ſimple ought to do. *Co. Lit.* 251. *b.* 3 *Leon.* 169. S. P. Co. Lit. 252. a.

So if Leſſee for Years loſe in a *Præcipe*, and brings a Writ of Error for Error in Proceſs, this is a Forfeiture. *Co. Lit.* 251. *b.*

If Tenant for Life bargains and ſells to *A.* and his Heirs, and after levies a Fine *Sur conuſance de droit come ceo, &c.* to *A.* and his Heirs; this is a Forfeiture by the Bargainee, and not by the Bargainor, who at the Time of the Fine had nothing to forfeit. *Per Cur. Leon.* 64.

If *A.* be Tenant for Life, the Remainder to *B.* for Life, Remainder to *A.* in Fee, and *B.* being in Poſſeſſion, levies a Fine *Sur conuſance de droit come ceo, &c.* to a Stranger, though the Remainder in Fee is not touched or diſcontinued thereby; yet it is a Forfeiture, for as much as *B.* had done what he could for diſpoſing of the Fee by Fine. *Per totam Curiam. Leon.* 40.

If in an Action of Debt brought againſt Leſſee for Years for the Rent reſerved, he claims a Fee by Bargain and Sale to him and his Heirs, upon which Iſſue is joined; if falſe, this is Forfeiture of his Term, (*b*) for the very Claim makes it ſo, which cannot be ſaved by the ſubſequent Matter. *Per Cur.* 3 *Leon.* 169. *Moor* 211. *pl.* 352.——The Bargain and Sale being by Deed inrolled in *London*, *Godb.* 105. ſeems to be the S. C. *contra*, though the Iſſue was found againſt the Defendant in the Action of Debt. *Goulſ.* 40, 41. The Plea in the Action of Debt being entered on Record, and pending that an Aſſiſe of freſh Force brought in *London*, where the Bargain and Sale was inrolled according to Cuſtom.

(*b*) So held 4 Leon. 3.

If in a *Quid juris clamat* the Defendant pleads, he was ſeiſed in Fee *Tempore levationis nota abſque hoc quod ipſe tempore, &c.* held *pro termino vitæ ſuæ tantum*; and Iſſue being thereupon joined, it is found, that he held as Tenant after Poſſibility of Iſſue, *&c.* this will excuſe him from attorning, and the Inducement of the Traverſe is no Cauſe of Forfeiture. *Cro. El.* 671.

But where there was Tenant for Life, Remainder for Life, and he in Remainder for Life, reciting, that he had an Eſtate in Fee, levied a Fine *Sur conuſance de droit come ceo, &c.* and whether it was a Forfeiture, becauſe it made no Diſcontinuance, *Dubitatur*, *Cro. El.* 757. the Court divided. S. C. Court divided, *Owen* 146. But *vide Buckler*'s Caſe, 2 *Co.* 55. *b.* 2 *And.* 29. *Moor* 423. *Cro. El.* 450, 486.

If Tenant for Life levies a Fine *Sur conuſance de droit come ceo, &c.* to him in Remainder for Life; this is a Forfeiture of both their Eſtates, the one by the Gift, and the other by the Acceptance. 2 *Lev.* 202. 2 *Jon.* 75. The Fine being levied by Tenant for Life and a Stranger, to him in Remainder for Life, who agreed thereto and accepted thereof; *but there is a* Quære *by the Reporter, whether any Judgment was given.* 3 Keb. 687, &c. S. C.

Secondly, *Of what Eſtates ſuch Forfeitures may be.*

IF Tenant for Life of a Copyhold ſurrenders to another in Fee, it is no Forfeiture. 4 *Co.* 23. *a.*

So if he ſuffers a Recovery to the Uſe of another in Fee. *Mod.* 199, 200.

Leſſee for Life, Remainder in Tail, Remainder in Fee to the right Heirs of the Leſſee and he makes a Feoffment, it is a Forfeiture of his Eſtate for Life. 42 *E.* 3. 18. 50 *E.* 3. 4. *Roll. Abr.* 851. 3 *Danv. Abr.* 217. 10 *Vin.* 370. *Poph.* 84. S. P.

If Tenant in Tail after Poſſibility alien Fee, or for another's Life, it is a Forfeiture, becauſe he has in Effect but for Life. 39 *E.* 3. 16. *Br. Forfeiture* S. C. 3 *H.* 6. 52. 10 *H.* 6. 1. *b.* *Fitz. Ayde* 67. S. C. 45 *E.* 3. 25. *Br. Entry Congeable* 12. S. C. 11 *H.* 4. 15. *Lit.* 7. *b.* 29 *Aſſ.* 64. admitted. *Fitz. Aſſiſe* 292. S. C. 32 *Aſſ.* 9. admitted by Iſſue. 43 *Aſſ.* 24. adjudged by Admittance. *Co. Lit.* 28. *a.* 252. *a.* S. P. *Abr. Roll.* 851. 3 *Danv. Abr.* 217. 10 *Vin.* 370.

A Right to a particular Eſtate may be forfeited, and he that has but a Right to the Remainder or Reverſion, may take Advantage of it. *Co. Lit.* 252. *a.* 2 *Leon.* 264.

As if Tenant for Life be diſſeiſed, and levies a Fine to the Diſſeiſor, he in Reverſion or Remainder may preſently enter upon the Diſſeiſor for the Forfeiture. *Co. Lit.* 252. *a.* S. P. 2 *Co.* 55. *b.* 2 *And.* 29. *Moor* 423. *pl.* 591. *Cro. El.* 450, 586. adjudged.

So if after a Diſſeiſin he levies a Fine to a Stranger, though to ſome Reſpects *Partes finis nihil habuerunt*, yet it is a Forfeiture of his Right. *Co. Lit.* 252. *a.*

So a Forfeiture may be by the Alienation of Tenant by the Curteſy, Tenant in Dower, Tenant *pur auter vie*, Tenant for Years, Tenant by Statute-Merchant, Staple or *Elegit*. *Co. Lit.* 252. *a.*

Eſtate for Life or Years.

If the Huſband ſeiſed of Land in Right of his Wife, for the Life of his Wife, makes a Charter of Feoffment, whereby he grants the Land to another, to have and to hold to him, his Heirs and his Aſſigns, *ad ſolum opus & uſum* of his ſaid Wife, during the Life of the ſaid Wife, it is not any Forfeiture, for the laſt Words (during the Life of the ſaid Wife) ſhall guide all the preceding Sentences, *Ut res magis valeat quam pereat. Dubitatur*, *Roll. Abr.* 854. 3 *Danv. Abr.* 223. 10 *Vin.* 382. *Cro. El.* 131. S. C. adjudged by all except *Gaudy*, that it was a Forfeiture, and *Wray* ſaid, he aſked the Opinion of the Juſtices of his Houſe, and they held it clearly a Forfeiture. *Leon.* 125. adjudged, and the Opinion of the other Judges mentioned. *Owen* 64. S. C. adjudged. *Godb.* 141. adjudged, becauſe the *Habendum* was abſolute, and the Uſe in another Clauſe; and the Law limits the Remainder of the Uſe to the Party who makes the Feoffment. *Lane* 38. S. C. cited. *Roll. Rep.* 385. S. C. cited to be adjudged. Tenant for Life aliens to *B. Habendum ſibi & hæredibus ſuis*, for the Life of Tenant for Life; this is no Forfeiture, for the Whole is but the Limitation of the Eſtate. *Br. Forfeiture* 87.

If Leſſee for Life levies a Fine to *B.* for the Life of the Leſſee, to the Uſe of *B.* for his Life, it is not any Forfeiture, becauſe the Eſtate granted by the Fine is but for the Life of the Leſſee, and the Limitation of a greater Uſe cannot be any Forfeiture. *Roll. Abr.* 854. 3 *Danv. Abr.* 224. 10 *Vin.* 383. *Cro. Jac.* 200.

If *A.* Leſſee for Life, leaſes to *B.* for the Life of *B.* if *A.* ſo long lives, it is a Forfeiture, becauſe *B.* has an Eſtate for his own Life. *Roll. Abr.* 854. 3 *Danv. Abr.* 224. 2 *Roll. Abr.* 781. *pl.* 7. 10 *Vin.* 383.

A. deviſed his Lands to *R.* his youngeſt Son *for ever*, and after his Deceaſe, the Remainder to his *Heirs Male for ever*, and died; the Son made a Leaſe to *B. G.* for *three Lives*. Adjudged, that if by this Deviſe the Son took only an Eſtate for Life, then his making a Leaſe for three Lives had been a Forfeiture of his Eſtate for Life; but it was reſolved to be an Eſtate-tail in him, and ſo the Leaſe is good. *Bulſt.* 219.

Huſband ſeiſed of Lands in Right of his Wife in Tail, and of the Reverſion of another's Life in his own Right, he and his Wife levy a Fine *Come ceo*, &c. and afterwards the Wife dies without Iſſue; the Levying of this Fine is not any Forfeiture, for it is ſtronger, or at leaſt all one with *Bredon*'s Caſe; for the Law conſtrues that each paſſed that which lawfully he might paſs. *Roll. Abr.* 854. 3 *Danv. Abr.* 224. 10 *Vin.* 383. *Hob.* 273. S. C.

If there be Leſſee for Life, Remainder in Tail, Remainder in Fee to the right Heirs of the Leſſee, and the Leſſee makes a Feoffment in Fee, it is a Forfeiture of his Eſtate for Life. 42 *E.* 3. 18. 50 *E.* 3. 4. 3 *Danv. Abr.* 224. 10 *Vin.* 383. *Roll. Abr.* 851. 2 *Roll. Abr.* 854.

If Leſſee for Life makes a Leaſe for Years, and Leſſee for Years afterwards makes a Feoffment in Fee, and afterwards Leſſee for Life releaſes all his Right to the Feoffee, it is not any Forfeiture of the Eſtate for Life, ſo that he in Reverſion may enter for a Forfeiture, becauſe the Leſſee for Life has not done any Act to take the Reverſion out of him in Reverſion in Fee. *Roll. Abr.* 855. 3 *Danv. Abr.* 224. 10 *Vin.* 383.

If

If *A.* be Tenant for Life, the Remainder to *B.* in Tail, the Remainder to *C.* in Tail, the Remainder to the right Heirs of *A.* in Fee, and *A.* makes a Feoffment in Fee to *B.* and his Wife, and afterwards *B.* dies without Iſſue, and his Wife enters, it is a Forfeiture to *C.* ſo that he may enter; for this Feoffment by the Entry of the Wife after her Huſband's Death, is all one as if *A.* and *B.* had aliened to a Stranger, whereby the Remainder to *C.* would be deveſted. 41 *E.* 3. 21. 41 *Aſſ.* 2. adjudged, *Co.* 76. *b.* 3 *Danv. Abr.* 224. 10 *Vin.* 383. *Roll. Abr.* 855.

A Tenant for Life, Remainder for Life, Remainder in Tail, Remainder to the right Heirs of Tenant for Life in Remainder for Life, and afterwards the two Tenants for Life join in a Feoffment in Fee by Debt, it is a Forfeiture of both Remainders for Life; ſo that he in Remainder in Tail may enter for a Forfeiture in the Life of him in Remainder for Life. *Dy.* 17 *El.* 339, 44. *per Cur. Co.* 76. *b. Roll. Abr.* 855. 3 *Danv. Abr.* 224. 10 *Vin.* 383. *And.* 45. *pl.* 116. *N. Bendl.* 222. *pl.* 253. *Co. Lit.* 251. *b.* 302. *b.* S. P. becauſe he in Remainder for Life is *Particeps Criminis. Leon.* 262. S. P. 2 *And.* 66. *Cro. El.* 253.

If there be Tenant for Life, Remainder for Life, Remainder in Tail, Remainder to the right Heirs of him in Remainder for Life, and he in Remainder for Life who hath the Fee expectant levies a Fine *Come ceo, &c.* to another, it is a Forfeiture of his Remainder for Life; ſo that after the Death of the Tenant for Life in Poſſeſſion, he in Remainder in Tail may enter for the Forfeiture, becauſe he is eſtopped by this Fine *Come ceo*, to ſay, but that he paſſed a Fee in Poſſeſſion, without any Fraction of Eſtates; for this is not like *Bredon's* Caſe, for there the Eſtate for Life and Remainder in Tail are immediate the one to the other, and no Fraction of the Eſtate paſſed; but this Interpretation cannot be made in this Caſe to paſs only an Eſtate in Remainder for Life, and a Remainder in Fee expectant on an Eſtate-tail; and ſo a Fraction of Eſtates, and not an intire Eſtate in Poſſeſſion, according to the Purport of the Fine. *Trin.* 1653. *Garret* and *Blizard*, adjudged on a ſpecial Verdict. *Intratur Hill.* 24 *Car. B. R. Rot.* 383. This Caſe was adjudged after ſeveral Arguments at the Bar, and after it was argued at the Bench by the Court, and adjudged *per totam Curiam præter Jermyn*, who argued againſt the Judgment. *Roll. Abr.* 855. 3 *Danv. Abr.* 225. 10 *Vin.* 383. *Style* 193, 194. S. C. adjudged.

Leſſee for Life bargained and ſold the Lands to *W. R.* and his Heirs; and afterwards he ſuffered a Recovery to the Uſe of the Bargainor; adjudged that this is a Forfeiture of the Eſtate for Life. *Moor* 271.

And if Tenant for Life make a Bargain and Sale in *Fee*, and afterwards ſuffer a common Recovery, though it be afterwards reverſed for Error, yet it is a Forfeiture of the Eſtate for Life. *Sid.* 90.

Thirdly, *What Perſons may commit ſuch Forfeitures.*

IF a Huſband and Wife, Tenants for Life, make a Feoffment, it is a Forfeiture during the Coverture. 54 *E.* 3. 21. *b.* 18 *E.* 3. 39. *Roll. Abr.* 851. 3 *Danv. Abr.* 218.

So it ſhall be a Forfeiture during the Coverture where the Huſband is ſeiſed in the Right of his Wife, and the Huſband and Wife make a Feoffment. *Roll. Abr.* 851. 3 *Danv. Abr.* 218. *Co. Lit.* 326. *a.*

So if Huſband and Wife are Tenants for Life, and the Huſband alone makes a Feoffment, it is a Forfeiture during the Coverture. 29 *Aſſ.* 43. 43 *Aſſ.* 17, 45. *Roll. Abr.* 851. 3 *Danv. Abr.* 213. 10 *Vin.* 371. *Fitz. Cui in vita* 2. 6. *Co. Lit.* 326. *a.* For in Subſtance this is a Feoffment of the Huſband only.

But in theſe Caſes it ſhall not be any Forfeiture againſt the Wife after the Death of the Huſband. 45 *E.* 3. 21. *b.* 29 *Aſſ.* 43. 43 *Aſſ.* 17. 8 *Co.* 44. *b. Roll. Abr.* 851. 3 *Danv. Abr.* 218. 10 *Vin.* 372. *Co. Lit.* 233. *b.* 2 *Roll. Abr.* 796. *pl.* 11.

But if the Huſband poſſeſſed of a Term in Right of his Wife forfeits the Term, it ſhall bind the Wife, becauſe he might diſpoſe of the Term at his Pleaſure. 7 *H.* 6. 2. *b. Br. Forfeiture* 69. S. C. *Danv.* 703. *G.* 2. S. C. 9 *H.* 6. 52. *Br. Forfeiture* 76. S. C. *Roll. Abr.* 851, 852. 3 *Danv. Abr.* 218. 10 *Vin.* 372.

If Huſband and Wife, Leſſees for Life, in the Right of the Wife accept a Fine *Come ceo, &c.* of a Stranger, it ſhall not be any Forfeiture againſt the Wife after the Death of the Huſband, becauſe ſhe was not examined on that Fine. *Dy.* 3. 4 *Ma.* 148, 89. 3 *Danv. Abr.* 218. 10 *Vin.* 372. *Roll. Abr.* 852.

If an Infant being a Leſſee for Life makes a Feoffment in Fee, and the Leſſor enters for the Forfeiture, as he may; this will not bar the Infant but that he may enter. *Co. Lit.* 44. *b.*

If the Huſband, after Iſſue, make a Feoffment in Fee of the Wife's Land of Inheritance, and the Wife dies, the Feoffee ſhall hold it during the Life of the Huſband againſt the Heir of the Wife; for it was no Forfeiture, the Eſtate of the Huſband being only a Tenancy by the Curteſy initiate, and not conſummate. *Co. Lit.* 30. *a.*

Fourthly,

Fourthly, *By what Alienation*, &c. *ſuch Forfeiture may be made.*

(a) By Feoffment, Fine or Recovery by Conſent. Co. Lit. 151. a. b. 252. *a.* S. P. *Roll. Abr.* 854. 3 *Danv. Abr.* 222. 10 *Vin.* 379.

IF Leſſee for Life (*a*) aliens in Fee, it is a Forfeiture. 40 *E.* 3. 5. *Fitz. Iſſue* 142. S. C. 2 *H.* 4. 20. *b.* 3 *Danv. Abr.* 222. 10 *Vin.* 379. *Roll. Abr.* 854.

So if he aliens for another's Life, it is a Forfeiture. 40 *E.* 3. 5. *Fitz. Iſſue. Co. Lit.*

If a Leſſee for Life of a *Rent* grants it in Fee, it is not a Forfeiture; *for nothing but* his own Eſtate paſſeth. 48 *E.* 3. 23. *b.* 3 *Danv. Abr.* 222. 10 *Vin.* 379. *Roll. Abr.* 854. Becauſe it being only a Thing which lies in Grant, it cannot be forfeited by any Grant or Deed. *Co. Lit.* 541. *b.* 2 *Leon.* 60. Otherwiſe if ſuch Grant be by Fine, though the Eſtate be not thereby deveſted. *Co. Lit.* 252. *b. Style* 192.

So if Reverſioner for Life of Land grants it in Fee, it is not a Forfeiture. *Lit.* 137. 48 *E.* 3. 23. *b.* 3 *Danv. Abr.* 222. 10 *Vin.* 380. *Roll. Abr.* 854.

If Leſſee for Life of an Advowſon aliens in Fee, it is not a Forfeiture, becauſe this Thing lies only in Grant, and the Eſtate determines by the Death of the Leſſee. 17 *E.* 3. 19. *b.* admitted. *Contra* 43 *E.* 3. 25. *b.* 18 *E.* 3. 16. 3 *Danv. Abr.* 223. 10 *Vin.* 380. *Roll. Abr.* 854.

If Leſſee for Life of a Manor to which an Advowſon is appendant, aliens an Acre with the Advowſon in Fee, it is a Forfeiture of the Advowſon, for the Leſſor may enter, and preſent to it after Entry into the Acre, if not before. 18 *E.* 3. 44. *admitted by Iſſue.* 3 *Danv. Abr.* 223. 10 *Vin.* 380. *Roll. Abr.* 854.

So if he had aliened the whole Manor with the Advowſon, the Leſſor might enter for a Forfeiture, and ſhould have the Advowſon. 19 *H.* 6. 33. *b.* 3 *Danv. Abr.* 223. 10 *Vin.* 380. *Roll. Abr.* 854.

If Leſſor diſſeiſes his Leſſee for Life, and leaſes to another for Life, who leaſes to the firſt Leſſee for Life, it is not any Forfeiture, for nothing paſſed by his Leaſe, for the firſt Leſſee is remitted, and ſo the Livery void; and ſo the ſecond Leſſee hath a Reverſion for Life, 18 *E.* 3. 48. admitted. 3 *Danv. Abr.* 223. 10 *Vin.* 380. *Roll. Abr.* 854.

If he in Remainder for Life enters and diſſeiſes Tenant for Life, and makes a Feoffment in Fee; this is a Forfeiture of his Right of Remainder. *Co. Lit.* 255. *b.*

If Tenant for Life or Years, the Reverſion or Remainder being in the King, makes a Feoffment in Fee; this is a Forfeiture, though the Reverſion or Remainder be not deveſted out of the King; and the Reaſon is in Reſpect of the Solemnity of the Feoffment by Livery tending to the King's Diſinheriſon. *Co. Lit.* 252. *b.* So where there was Tenant for Life, Remainder for Life, Remainder to the King, and the firſt Tenant for Life made a Feoffment. *Co.* 76. *b.*

If there be Tenant for Life, Remainder in Tail, Remainder in Tail, and Tenant for Life and he in the firſt Remainder in Tail join in a Fine; this is no Forfeiture, for the Law (which abhors Wrong) ſhall conſtrue this firſt to be the Grant of him in Remainder in Tail, and after of the Tenant for Life. *Co.* 76. 2 *And.* 66. *pl.* 48. *Hob.* 277. and *vide Owen* 130. *T. Raym.* 142, 147.

In Reſpect of the Perſon to whom it is made.

If Leſſee for Life makes a Feoffment in Fee to Huſband and Wife in Reverſion ſeiſed in Right of the Wife, it is a Forfeiture to the Wife. 39 *E.* 3. 29. *b. per Thorpe*; and ſo the Wife remitted. *Contra* 39 *Aſſ. pl.* 7. 3 *Danv. Abr.* 225. 10 *Vin.* 386. *Roll. Abr.* 855.

If Huſband and Wife, ſeiſed in Right of the Wife, for the Life of the Wife, leaſe by Indenture to him in Reverſion, who is within Age, for the Life of the Huſband, it is a Forfeiture; for the Acceptance of the Eſtate by the Infant ſhall not prejudice him. 29 *Aſſ.* 64. *Fitz. Aſſ.* 292. S. C. 3 *Danv. Abr.* 225. 10 *Vin.* 387. *Roll. Abr.* 855.

But if Tenant for Life and he in Reverſion join in a Fine, and it is after reverſed for the Nonage of the Reverſioner, yet he ſhall not enter for the Forfeiture; becauſe he joined in the Fine, and conſented to it. *Cro. Eliz.* 124. 2 *Leon.* 108.

But where Tenant for Life aliens or makes a Feoffment to him in Reverſion or Remainder, it amounts to a Surrender, and is no Forfeiture. *Co. Lit.* 252. *a.*

If Tenant for Life enfeoffs him in Remainder for Life; this is a Surrender, and no Forfeiture. *Co. Lit.* 42. *a. Poph.* 84. S. P.

If Tenant for Life leaſes to him in Reverſion or Remainder, in Tail or Fee, for Life of him in Reverſion or Remainder; this is no Forfeiture, becauſe he in Reverſion, *&c.* was Party, it cannot be a Surrender, becauſe his whole Eſtate was not given. *Co. Lit.* 42. *a. Sed vide* 2 *Roll. Abr.* 497. *pl.* 6, & 8.

If Tenant for Life leaſes for his own Life to the Leſſor, the Remainder to the Leſſor and a Stranger in Fee; this is a Surrender of one Moiety, and a Forfeiture as to the Remainder to the Stranger, the Limitation of the Fee working the Wrong, and when the Leſſor enters, he ſhall take Benefit of it. *Co. Lit.* 335. *a.*

Sums of Money, as at any Time since the said —— Day of, &c. have been, or at any Time hereafter shall be paid out of the Rents and Profits of the said Estate in the County of *E.* towards the Discharge of the said Debts or Demands of the said *J.* Earl of *D.* or other Debts or Legacies of the said *R.* late Earl *R.* **And also** shall raise and pay all and every the Debts of the said *R.* late Earl *R.* unpaid, and also all Legacies, Sum and Sums of Money given or bequeathed by the said *R.* late Earl *R.* that do or shall then remain due and unpaid, and the Costs and Charges of all Suits at Law and in Equity, or otherwise relating to the said Estates, or the Trusts created by the Settlement and Will of the said *R.* Earl *R.* and also the Charges of passing this Act; **And also upon this further Trust**, That he the said *R.* Earl of *O.* and Earl *M.* and his Heirs, shall and do, after the said several Sums of Money, Incumbrances, Debts and Legacies shall be raised and paid, or secured, (to the Satisfaction of the Persons intitled to the same respectively) and such Costs and Charges as aforesaid, settle, convey and assure all such Part or Parts of the said Honours, &c. so vested in him and them by this present Act as aforesaid, which shall then remain unsold or undisposed of for the Purposes aforesaid, unto and upon, or **To the Use** and Behoof of, or in Trust for the said *J. B.* Earl of *B.* and his Heirs, for and during the natural Life of the said *J.* Earl *R.* without Impeachment of Waste, (save that the said Earl of *B.* shall not be permitted to do any voluntary Waste, or to fell or cut down any Timber now growing in the said Park called *R. S.* alias *C.* Park, unless for the Repairs of, and other necessary Estovers to be used in the Capital Messuage and other Parts of the same Estate,) and with such Power to make Leases as is hereafter mentioned; and from and after the Decease of the said *J.* Earl *R.* **To the Use** and Behoof of, or in Trust for the said Lady *P. B.* and the Heirs of her Body; and for Want of such Issue, **To the Use** of such Person or Persons, who shall be capable at the Time of Failure of such Issue, to take Lands by Descent, as right Heir of the said *R.* Earl *R.* his, her or their Heirs and Assigns for ever, freed and discharged of and from all Right, Title, Interest or Demand, of the said *B.* Countess of *S.* and her Issue, and of the said *J.* Earl *R.* and his Issue; **In which** Settlement so directed to be made as aforesaid, shall be contained a proper Trust, Provision of Limitation, whereby the said Manors, &c. in the said County of *C.* so to be settled as aforesaid, shall stand, and be charged with the Payment of the annual Sum of 150 *l.* unto the said *P. B.* until she shall attain her Age of 12 Years; and from and after such Time, as the said *P. B.* shall attain her said Age of 12 Years, with the Payment of 200 *l. per Ann.* to be yearly paid thereout, for the Maintenance or Education of the said Lady *P. B.* for and during the joint Lives of them the said *J.* Earl *R.* and the said *J.* Earl of *B.* by four equal quarterly Payments; the first Payment to commence, and be made on, &c. and also there shall be contained a Proviso or Power, for the raising such Sum and Sums of Money, not exceeding the Sum of 6000 *l.* as the said Lady *E. S.* shall at any Time, in the Life-time of the said Lady *P. B.* by any Deed or Writing under the Hand and Seal of the said Lady *E. S.* testified by two or more credible Witnesses, or by her last Will and Testament in Writing testified as aforesaid, think proper to charge upon the said Manors, &c. in the said County of *C.* or any Part of them to be raised thereon, in case the said Lady *P. B.* shall happen to die without Issue, before she shall attain her Age of 21 Years, or shall happen to die without Issue, after her Attainment of such Age before such Time, as she shall by Fine, Common Recovery, or other Act by her to be done or suffered, have barred, docked or defeated the Remainder in Fee, to be limited to the right Heirs of the said *R.* Earl *R.* as aforesaid; and for paying the said Sum or Sums of Money to be raised according to the Direction and Appointment of the said Lady *E. S.* by such Deed or Writing, or such her last Will and Testament in Writing, under a Proviso nevertheless, that if the said Lady *P. B.* shall die, leaving Issue of her Body then living, or shall in her Life-time by any Fine, Common Recovery, or other Act by her done or suffered, have barred, docked or defeated the said Remainder, limited to the right Heirs of the said *R.* Earl *R.* that then such Sum and Sums of Money, so to be charged by the said Lady *E. S.* shall not be raised or paid; **And also** there shall be contained a Proviso or Power, for them the said *J. B.* Earl of *B.* and the said Lady *P. B.* respectively, as they shall be in the actual Possession of the Premisses, hereby directed and intended to be limited, in Use to, or in Trust for them in Manner aforesaid, and for the Husband or Guardian of the said Lady *P. B.* during her Coverture or Infancy, by and with the Consent of the said Lady *P. B.* testified in Writing, by any Deed or Deeds, under the respective Hands and Seals of the said *J. B.* Earl of *B.* and Lady *P. B.* together with the Husband or Guardian of the said Lady *P. B.* during her Coverture or Minority, to make any Lease or Leases of all and every the Honours, &c. whereof they shall be so in the actual Possession, by virtue of the Limitations hereby directed to be made thereof, or any Part or Parts thereof, in Manner herein after mentioned; that is to say, Of such Part and Parts thereof, as have been usually leased for Life or Lives, or for any Term or Number of Years, determinable upon any Life or Lives, to make Leases for one, two or three Lives, or for any Term or Number of Years, determinable on

Debts, Legacies, and Charges of this Act, &c.

After Payment, Premisses unsold to be to the Use of Earl *B.* for the Life of Earl *R.*

After Earl *R.*'s Decease for Lady *P. B.* &c.

Premisses in *C.* to be chargeable with Annuities.

Proviso for raising 6000 *l.* according to the Appointment of Lady *E. S.* if, &c.

Power for Earl of *B.* and Lady *P. B.* to make Leases.

the Death of one, two or three Perſons, in ſuch reſpective Leaſe or Leaſes to be named, either in Poſſeſſion or Reverſion or by way of future Intereſt, ſo as upon every ſuch Leaſe or Leaſes, ſo to be made by the ſaid *J. B.* Earl of *B.* or the ſaid Lady *P. B.* reſpectively, or by the ſaid Lady *P. B.* with her Huſband or Guardian, of any of the ſaid Baronies, *&c.* there be reſerved, and made payable yearly, during the Continuance of all and every ſuch reſpective Leaſe and Leaſes, the antient or accuſtomed yearly Rent or Rents, or as great Rent or Rents as were laſt reſerved for the ſame Premiſſes or greater: **And alſo** to make Leaſes of ſuch Part and Parts of the ſame Premiſſes as have not been uſually leaſed for Life or Lives or for Years, determinable on any Life or Lives, unto any Perſon or Perſons, for any Term or Number of Years, not exceeding 21 Years, reſerving the beſt and moſt improved yearly Rent that can be had or gotten for the ſame, without taking any Fine, Premium or Foregift thereon, ſo as no ſuch Leaſe or Leaſes be made diſpuniſhable of Waſte; and ſo as there be not upon any Part or Parcel of the ſaid Premiſſes, ſo uſed to be leaſed for Life or Lives, or for Years determinable on any Life or Lives at any one Time together, any more or greater Eſtate or Eſtates than for three Lives in Being, or for any Term or Number of Years, determinable upon the Death of three Perſons in Being, or upon any Part of the Premiſſes not uſually leaſed for Lives or Years determinable upon any Life or Lives, any greater Eſtate than for 21 Years at one Time:

Surplus of Monies to be paid Lady *P. B.*

And it is hereby further Provided and Enacted, That in caſe any Monies raiſed by any the Truſts above-mentioned, ſhall remain in the Hands of the ſaid *R.* Earl of *O.* and Earl *M.* his Heirs, Executors or Adminiſtrators, after the Payment and Diſcharge of the ſeveral Sums of Money, Debts and Legacies hereby directed to be paid or ſatisfied thereout, the ſame ſhall be paid unto the ſaid Lady *P. B.* her Executors, Adminiſtrators or Aſſigns, for her and their own proper Uſe and Benefit.

Clauſe in Favour of Purchaſers.

And it is hereby further Declared and Enacted by the Authority aforeſaid, That all and every Purchaſer or Purchaſers from the ſaid *R.* Earl of *O.* and Earl *M.* or his Heirs, by Virtue and in Purſuance of this Act, of any Part and Parts of the ſaid Honours, *&c.* in the ſaid County of *C.* and the reſpective Heirs and Aſſigns of ſuch Purchaſer and Purchaſers, ſhall and may, upon Payment of their reſpective Purchaſe Monies to the ſaid *R.* Earl of *O.* and Earl *M.* or his Heirs, have, hold and enjoy the Honours, *&c.* or ſuch Part or Parts thereof, as ſhall be purchaſed by ſuch Perſon or Perſons reſpectively, with the Rights, *&c.* freed, *&c.* bearing Date, *&c.* or by, from or under the ſaid laſt Will and Teſtament, or Codicil of the ſaid *R.* late Earl *R.* deceaſed; **And** that the Receipt or Receipts of the ſaid *R.* Earl of *O.* and Earl *M.* his Heirs, Executors or Adminiſtrators, under his or their Hand or Hands and Seal or Seals reſpectively, ſhall from Time to Time be a ſufficient Diſcharge to the Purchaſer or Purchaſers of the ſame Honours, *&c.* or any Part or Parts thereof, his or their Heirs, *&c.* for ſo much of the ſaid Purchaſe Money for which ſuch Receipt or Receipts ſhall be given; and from and after ſuch Receipt and Receipts, ſuch Purchaſer or Purchaſers ſhall be, and are hereby abſolutely acquitted and diſcharged of and from the ſame, and ſhall not be anſwerable or accountable for any Miſapplication (if any ſuch ſhould happen) of the ſaid Purchaſe Money, or any Part thereof.

Earl of *O.* and *M.*'s Power to make Leaſes.

Provided always, and it is hereby Declared and Enacted, That it ſhall and may be lawful to and for the ſaid *R.* Earl of *O.* and Earl *M.* or his Heirs, for raiſing Money upon the Truſts and for the Intents and Purpoſes aforeſaid, from Time to Time, by and with the Conſent of the ſaid *J.* Earl of *B.* under his Hand and Seal, during the Continuance of his Eſtate therein, to make any Leaſe or Leaſes of the ſame Honours, *&c.* hereby veſted in him the ſaid *R.* Earl of *O.* and Earl *M.* and his Heirs, or any Part or Parts thereof, before any Sale or Sales, or Settlement be made in Purſuance of this Act, in Manner herein after mentioned, that is to ſay, Of ſuch Part and Parts thereof as have been uſually, or on the ſaid firſt Day of this preſent Seſſion of Parliament were, leaſed for Life or Lives, or for Years determinable on any Life or Lives, to make Leaſes for one, two or three Lives, or for any Term or Number of Years determinable on the Death of one, two or three Perſons in ſuch reſpective Leaſe or Leaſes to be named, in Poſſeſſion or Reverſion or by way of future Intereſt, ſo as upon every ſuch Leaſe or Leaſes ſo to be made, there be reſerved, *&c.* the antient, *&c.* ſo as no ſuch Leaſe to be made in Purſuance of this Act be made diſpuniſhable of Waſte; and ſo as there be not upon any Part or Parcel of the ſame Premiſſes ſo to be leaſed for Life or Lives, or for Years, determinable on any Life or Lives, at any one Time together, any more or greater Eſtate or Eſtates than for three Lives, in Being, or for a Term or Terms or Number of Years, determinable on the Death of three Perſons in Being; and ſo as the Money to be taken for the Fine or Fines upon making ſuch reſpective Leaſe or Leaſes for any Life or Lives, or for Years determinable on any Life or Lives, be by him the ſaid *R.* Earl of *O.* and Earl *M.* or his Heirs, paid and applied towards the Diſcharge of the ſeveral Truſts, in and by this Act directed and appointed to be performed, by him the ſaid *R.* Earl of *O.* and Earl *M.* and his Heirs.

R. Earl *R.*'s Perſonal Eſtate, how applied.

And be it further Enacted by the Authority aforeſaid, That all the Perſonal Eſtate of the ſaid *R.* late Earl *R.* deceaſed, not ſpecifically deviſed, nor already diſpoſed of or applied towards the

the Payment of the Debts or Legacies of him the ſaid *R.* late Earl *R.* ſhall be and remain in him the ſaid *R.* Earl of *O.* and Earl *M.* his Executors and Adminiſtrators, for and towards the Diſcharge and Performance of the ſeveral Truſts in and by this preſent Act directed to be performed and ſatisfied; **And** that it ſhall and may be lawful for the ſaid *R.* Earl of *O.* and Earl *M.* to make any Compoſition for any Debt or Debts owing to the ſaid Eſtate; and after Payment of ſuch Sums of Money, as ſhall be agreed to be paid on any ſuch Compoſition to diſcharge any Debt or Debts, and after the ſaid ſeveral Truſts performed, the Remainder of the ſaid Perſonal Eſtate, if any ſuch there be, ſhall be applied according to the Directions of the ſaid Will and Decree in Chancery. **And it is hereby further Enacted** by the Authority aforeſaid, That all and every the Manors, *&c.* in the ſaid County of *E.* whereof or wherein he the ſaid *R.* late Earl *R.* or any Perſon or Perſons in Truſt for him, was or were ſeiſed or poſſeſſed, or any way intitled unto in Law or Equity at the Time of his Deceaſe, with their and every of their Rights, Royalties, Members and Appurtenances, ſhall (ſubject to the Payment of the ſaid 5000 *l.* to the ſaid Earl of *D.* as aforeſaid, with Intereſt for the ſame from the, *&c.* till full Payment thereof) be veſted and ſettled in and upon, and the ſame are hereby veſted in and upon, **And to the Uſe and Behoof** of the ſaid *B.* Counteſs of *S.* and her Aſſigns, for and during the Term of her natural Life; and from and after the Determination of that Eſtate, **To the Uſe and Behoof** of the ſaid *R.* Earl of *O.* and Earl *M.* and his Heirs, during the Life of the ſaid *B.* Counteſs of *S.* **In Truſt**, to preſerve the contingent Remainders herein after limited, from being defeated and deſtroyed; and for that Purpoſe to make Entries and bring Actions as Occaſion ſhall require; yet nevertheleſs to permit and ſuffer the ſaid *B.* Counteſs of *S.* to receive and take the Rents, Iſſues and Profits thereof during her Life; and immediately from and after the Deceaſe of the ſaid *B.* Counteſs of *S.* **To the Uſe and Behoof** of the firſt Son of the Body of the ſaid *B.* Counteſs of *S.* lawfully begotten or to be begotten, and the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; and in Default of ſuch Iſſue, **To the Uſe and Behoof** of the ſecond, *&c.* and the Heirs Male of his Body iſſuing; and in Default of ſuch Iſſue, **To the Uſe and Behoof** of all and every the Daughter, *&c.* but if there be more ſuch Daughters than one, and any of them ſhall die without Heirs of her or their reſpective Bodies, **Then** as to the Part or Parts of her or them ſo dying without Heirs of her or their Body or Bodies reſpectively, **To the Uſe** of the other or others of ſuch Daughter or Daughters as Tenants in Common, and not in Jointenancy, and the Heirs of the Body or Bodies of ſuch other or others of the ſaid Daughters reſpectively; and if all ſuch Daughters but one ſhall die without Heirs of their reſpective Bodies; or if there be but one ſuch Daughter only, then **To the Uſe** of ſuch only Daughter and the Heirs of her Body, and for Want of ſuch Iſſue, then **To the Uſe and Behoof** of the ſaid *B.* Counteſs of *S.* and the Heirs of her Body; and for Want of ſuch Iſſue, **To the Uſe and Behoof** of the ſaid Lady *P. B.* and the Heirs of her Body; and for Want of ſuch Iſſue, **To the Uſe** of ſuch Perſon and Perſons who ſhall be capable at the Time of Failure of ſuch Iſſue to take Lands by Deſcent, as right Heir of the ſaid *R.* Earl *R.* his, her or their Heirs and Aſſigns for ever. **And it is hereby further Enacted** by the Authority aforeſaid, That all and every the ſaid Manors, Meſſuages, Farms, Lands, Tenements, Hereditaments and Premiſſes in the ſaid County of *E.* ſhall remain, continue and be held and enjoyed by the ſeveral Perſons, to and for the ſeveral Uſes and Eſtates hereby limited, created, expreſſed and declared of and concerning the ſame reſpectively, freed and diſcharged of and from all Eſtates, Claims and Demands whatſoever, by, from or under the ſaid *J.* Earl *R. J.* Earl of *B.* and Lady *P. B.* or any of them, their or any of their reſpective Heirs, Iſſues or Deſcendants, other than the Eſtates aforeſaid. **And it is hereby further Enacted** by the Authority aforeſaid, That the Rents, Iſſues and Profits of all and ſingular the ſaid Manors, *&c.* in the ſaid Counties of *L. Y. C.* and *B.* reſpectively, not applied to the Performance of the ſeveral Truſts afore-mentioned, or any of them, ſhall from the, *&c.* be received by and ſhall belong and be accounted for to the ſeveral Perſon and Perſons to whom the ſame Eſtates are hereby limited and appointed to go, ſubject nevertheleſs to ſuch Payments of Intereſt and other Charges, Payments and Outgoings, as are herein before mentioned, ſtipulated and provided for to be paid out of the ſame reſpectively. **Provided always, and it is hereby Declared and Enacted,** That it ſhall and may be lawful to and for the ſaid *B.* Counteſs of *S.* during the Continuance of her Eſtate for Life of and in the Premiſſes in the ſaid County of *E.* by Virtue of the Limitation aforeſaid, by any Deed or Deeds, under her Hand and Seal, to demiſe, leaſe or grant, all and every the Manors, *&c.* whereof ſhe ſhall be ſo in the actual Poſſeſſion by virtue of this Act, or any Part or Parts thereof, to any Perſon or Perſons, for any Term or Number of Years, not exceeding 21 Years, ſo as that there be reſerved upon every ſuch Demiſe, Leaſe or Grant, ſo much yearly Rent as can really be got for the ſame, without taking any Fine, Premium or Foregift therefore; and ſo as in every ſuch Leaſe or Leaſes, ſo to be made as aforeſaid, there be contained a Condition of Re-

Eſtate in *E.* ſubject, *&c.* to be veſted in *B.* Counteſs of *S.* for Life, *&c.* Remainder, *&c.*

Freed from all Eſtates, Claims of, *&c.*

Rents, *&c.* of Eſtates in *L. Y. C.* and *E.* not applied to the ſaid Truſts, how to be applied.

B. Counteſs of *S.* may make Leaſes of Eſtate in *E.*

entry,

entry, for Non-payment of the Rent or Rents thereby to be reſerved; and ſo as the reſpective Leſſees, to whom ſuch Leaſes ſhall be made, ſeal and execute Counterparts of the ſame Leaſes reſpectively; and ſo as no Clauſe be therein contained giving Power to any ſuch Leſſee to commit Waſte, or exempting him, her or them, from Puniſhment for committing of Waſte. **And it is hereby further Enacted** by the Authority aforeſaid, That the ſaid *R.* Earl of *O.* and Earl *M.* or any other Truſtee or Truſtees in this Act named, for the ſeveral Purpoſes therein reſpectively mentioned, their reſpective Heirs, *&c.* or any of them, ſhall not be charged, *&c.* for any other than his or their own reſpective Acts, *&c.* **Provided alſo,** That the ſaid Truſtees, *&c.* ſhall be paid and ſatisfied out of the Rents, *&c.* hereby veſted, *&c.* all ſuch Coſts, *&c.* by Reaſon of the Truſts aforeſaid, or of the Management or Execution of the ſame.

Earl of *D.* to be in Poſſeſſion of Eſtate in *E.* until 5020 *l.* be paid to him.

Provided always nevertheleſs, and be it further Enacted by the Authority aforeſaid, That it ſhall and may be lawful to and for the ſaid Earl of *D.* his Executors, *&c.* now and from Time to Time, and at all Times hereafter, to remain, continue and be in the actual and peaceable Poſſeſſion, Receipt and Perception of all and every the Rents, Iſſues and Profits of the ſaid Eſtate in the County of *E.* charged with the ſaid Portion of 10000 *l.* to the ſaid *C. C. S.* as aforeſaid, until ſuch Time as the ſaid Sum of 5020 *l.* and alſo all ſuch Intereſt due or to become due for the ſame as aforeſaid, ſhall be fully paid or ſatisfied; any Clauſe, *&c.* notwithſtanding.

Proviſo in caſe the 5020 *l.* be raiſed, the Tenant in Tail ſhall have Recompence out of the Eſtates in *C.*

Provided nevertheleſs, That in caſe the ſaid Sum of 5020 *l.* and Intereſt for the ſame as aforeſaid, or any Part thereof, ſhall be levied, raiſed and recovered by the ſaid *J.* Earl of *D.* his Executors, *&c.* his, their or any of their Agents in that Behalf, appointed towards Satisfaction of what is due to him as aforeſaid, **Then** the ſaid *B.* Counteſs of *S.* and all and every the Perſon and Perſons to whom any Uſe, Eſtate or Intail of or in the ſaid Eſtate in the County of *E.* ſhall by virtue of the Limitations in this Act contained, belong or appertain, ſhall have a Recompence and Satisfaction or Repayment of and for all and ſingular ſuch Sum and Sums of Money that ſhall be ſo raiſed, levied, received and recovered, for the Uſe, Benefit and Behoof of the ſaid *J.* Earl of *D.* his Executors, *&c.* out of the Manors, *&c.* in the ſaid County of *C.* hereby limited in Uſe to the ſaid *J.* Earl of *B.* and Lady *P. B.* **And it is hereby Enacted,** That the ſame Manors, Lands and Hereditaments in the ſaid County of *C.* ſhall be charged with and be made liable to, and the ſame are hereby charged with and made liable to ſuch Recompence, Satisfaction or Repayment accordingly.

This Act not to defeat Annuities granted by *E.* Earl *R.*'s Will.

Provided alſo, That nothing in this Act contained ſhall be conſtrued, or taken to prejudice, leſſen, defeat or prevent the Recovery of the ſaid ſeveral Annuities of 50 *l.* a Year a-piece given by the Will or any Codicil of the ſaid *R.* late Earl *R.* unto the ſaid *K. D.* and her Daughter for their reſpective Lives, out of the ſaid Eſtate and Premiſſes in the ſaid County of *C.* hereby veſted in the ſaid *R.* Earl of *O.* and Earl *M.* and his Heirs upon the Truſts aforeſaid, nor to prejudice or defeat the ſaid Deviſe of *H.* Farm in the ſaid County of *C.* unto the ſaid *R. S.* for his Life; but the ſaid Annuities, ſo far as they may charge the ſaid Eſtate in the ſaid County of *C.* and the ſaid laſt mentioned Deviſe ſhall be, and are hereby ratified and confirmed unto them the ſaid *K. D.* and *K. D.* her Daughter, and *R. S.* reſpectively; any Thing, *&c.* notwithſtanding.

Heir-Looms to continue.

And it is hereby further Enacted by the Authority aforeſaid, That all the Houſhold Goods and Furniture of the ſaid *R.* late Earl *R.* appointed by his ſaid Will to go along with his Capital Seat of *R. S.* ſhall continue there as Heir-Looms to go with the ſaid Capital Seat for ever, for the Benefit of ſuch Perſon or Perſons for the Time being, who ſhall enjoy the ſaid Capital Seat by virtue of the Limitations in this Act mentioned; **Saving** to the King, *&c.* and to the ſeveral Leſſees and Tenants of any Part of the Eſtates hereby veſted as aforeſaid, in reſpect of their ſeveral Leaſes and Intereſts, and to all and every other Perſon, *&c.* their reſpective Heirs, *&c.* (other than the ſaid *F.* Earl of *S.* and *B.* Counteſs of *S. J.* Earl *R.* and the Lady *P. B.* their reſpective Iſſues, Deſcendants, Heirs and Aſſigns) all ſuch Eſtates, *&c.* herein before veſted and ſettled in and upon the ſaid *R.* Earl of *O.* and Earl *M.* his Heirs and Aſſigns for the Purpoſes herein mentioned, as they, every or any of them had before the paſſing of this Act, or ſhould or might have had or enjoyed, in caſe this Act had never been made.

Saving, *&c.*

Fourthly, For exchanging Eſtates.

An Act for the Exchange of certain Lands in the ſeveral Pariſhes of ——— *in the County of* W. *between the Governors of the Hoſpital commonly called the* Charter-Houſe, *and* T. B. *of* S. *in the County of* W. *Eſq;*

Recital, That the Governors of an Hoſpital are ſeiſed of Lands in Fee in *W.*

Whereas the Honourable Governors of the Lands, Poſſeſſions, Revenues and Goods of the Hoſpital of, *&c.* within the County of *M.* at the humble Petition and only Coſts and Charges of *T. S.* Eſq; are ſeiſed in Fee, of and in ſeveral Meſſuages, Lands

and Tenements in the Parish of *W.* in the County of *W.* **And whereas** *T. B.* of *S.* in the County of *W.* Esq; did by Indentures of Lease and Release, dated, &c. settle and convey unto the Honourable *R. P.* Esq; then one of the Barons of her Majesty's Court of Exchequer at *Westminster*, and *E. E.* of, &c. Esq; and to their Heirs, several Messuages, Lands and Tenements in the said Parish of *W.* and in *L. T.* in the said County of *W.* **To the Use** of the said *T. B.* for Life, with Remainder to the said *R. P.* and *E. E.* and their Heirs, for preserving the contingent Remainders therein after limited from being defeated; with Remainder to *E. W.* now *B.* for Life for her Jointure in Lieu of Dower; with Remainder to the Use of the first and other Sons of the said *T. B.* on the Body of the said *E. W.* now *B.* to be begotten, and of the Heirs Male of the Body of such first and other Sons; with Remainder to the said *T. B.* his Heirs and Assigns for ever: **And whereas** the said Governors and the said *T. B.* (their said Estates lying at present in Part intermixed) in order to improve their said several Estates, and to lay them intire and distinct, have mutually agreed to make Exchanges of Part of their said respective Estates with each other, in the Manner herein after particularly mentioned, which will tend to the Advantage of the said Parties: **And whereas** the said Exchange, (though for the Benefit of the said Parties) by Reason of the Inability of the said Governors to make any Grant or Conveyance of any Part of their Estates, and of the said Settlement made by the said *T. B.* cannot be made effectual and binding in Law, without the Aid and Assistance of an Act of Parliament: **Wherefore**, and to the End the said Messuages, Lands and Tenements herein after particularly mentioned to be respectively given and taken in Exchange to and by the said Parties, may be fully and absolutely vested in the said Parties respectively, according to their said Agreement, and for removing all Difficulties and Objections relating thereto; your Majesty's most dutiful Subjects, the said Governors and the said *T. B.* and *E. B.* most humbly beseech your Majesty, That it may be Enacted; **And be it therefore Enacted** by, &c. **That all** that Messuage called *C. H.* with the, &c. and also, &c. **All** which last mentioned Premisses are now in Possession of the said *T. B.* or his Under-tenants; and the same, together with all other the said Premisses are situate, &c. in the several Parishes of *W.* and *L. T.* in the said County of *W.* aforesaid, or in one of them, and do all lie intirely together, and are bounded by, &c. (belonging to the said Governors of the *Charter-house*) and *B.* to the South, &c. with their and every of their Rights, Members and Appurtenances, *shall*, from and after the —— Day of, &c. *be vested* in and settled upon, and the same are hereby vested in and settled upon the said Governors of the Lands, Possessions, Revenues and Goods of the Hospital of King *James* founded in the *Charter-house* within the County of *M.* at the humble Petition and only Costs and Charges of *T. S.* Esq; and their Successors, freed and discharged and absolutely acquitted, exempted and indemnified of, from and against all Claims and Demands of the said *T. B.* the said *E. B.* and the first and other Sons of the said *T. B.* and *E.* his Wife, and the Heirs Male of such first and other Sons, and the right Heirs of the said *T. B.* and of, from and against all and every Person or Persons claiming or to claim by, from or under the said Indentures of Settlement, dated, &c. and by, from and under the said *T. B.* and *E.* his Wife, and the Heirs of the said *T. B.* **And also all** that capital Messuage called *S. H.* of the said Governors, with the, &c. all which Premisses of the said Governors are situate, lying and being in *S.* in the Parish of *W.* aforesaid, and now are in the Possession of the said Governors, or their Under-tenants; and the same Premisses, together with the Freehold Lands of the said *T. B.* are bounded, &c. with their and every of their Rights, Members and Appurtenances, *shall*, from and after the —— Day of, &c. *be vested* in and settled upon, and the same are hereby vested in and settled upon the said *T. B.* for his Life; with Remainder to Sir *M. E.* Bart. Heir of the said *E. E.* (which said *E. E.* survived the said *R. P.*) and to his Heirs, for the Life of the said *T. B.* in Trust for preserving the contingent Remainders herein after limited; with Remainder to the said *E. B.* for Life, for her Jointure, in lieu and Bar of all Dower; and after the Decease of the Survivor of them the said *T. B.* and *E.* his Wife, **To the Use and Behoof** of the first and other Sons of the said *T. B.* on the Body of the said *E. B.* to be begotten, and of the Heirs Male of the Body of such first and other Sons; the Elder of such Sons, and the Heirs Male of his Body issuing, being always preferred and to take before the Younger of such Sons and the Heirs Male of his and their Body and Bodies issuing; with Remainder to the Use of the said *T. B.* his Heirs and Assigns for ever, freed and discharged, and absolutely acquitted, exempted and indemnified of, from and against all Claims and Demands of the said Governors of the Lands, Possessions, Revenues and Goods of the Hospital of King *James*, founded in the *Charter-house* within the County of *M.* at the humble Petition and the only Costs and Charges of *T. S.* Esq; and their Successors, and of, from and against all and every Person and Persons claiming or to claim by, from or under them; **Saving always** to the King, &c. and to all and every other Person, &c. (other than the said *T. B.* and *E.* his Wife, and the said Sir *M. E.* in respect of the said Trust Estate, and the first and other Sons of the said *T. B.* to be begotten on the Body of the said *E.* his Wife, and the Heirs Male of their respective Bodies, and the

Settlement of other Lands in *W.* and *L. T.* to the Use of *T. B* for Life, Remainders in Trust to preserve contingent Remainders, &c.

Agreement to exchange.

Necessity of an Act.

Enacted, That the Messuages, &c. shall be vested in the said Governors and their Successors.

And that the Premisses of the Governors shall be vested in *T. B.* for Life; Remainder, &c.

Saving, &c.

right Heirs of the ſaid *T. B.* and the ſaid Governors of the Lands, Poſſeſſions, Revenues and Goods of the Hoſpital of King *James*, founded in the *Charter-houſe* within the County of *M.* at the humble Petition and only Coſts and Charges of *T. S.* Eſq; and their Succeſſors) all ſuch Eſtate, Right, Title, Intereſt, Claims and Demands whatſoever, of, in and to the ſaid Meſſuages, Lands and Tenements in *W.* and *L. T.* aforeſaid, veſted and exchanged by this Act, as they, every or any of them had before the paſſing this Act, or would or ought to have had and enjoyed, in caſe the ſame had never been made.

Fifthly, To Incloſe and make Partitions of Common.

See more concerning Partitions in the next Act.

An Act to incloſe the Common Fields and Commons of S. *in the County of* B.

Common Fields and Commons. Proprietors.

Whereas there are five common Fields, called the *U. Field*, *L. Field*, *B. Field*, the *H. Field* and *W. Field*, and three Commons called *C. H.* and *Y.* containing, *&c.* or thereabouts, Parcel of the Manor of *S.* in the County of *B.* of which Manor Sir *J. S.* Bart. is Lord, and is alſo Patron of the Rectory or Church of *S.* aforeſaid, and ſeiſed of the greateſt Part of the ſaid Commons and Common Fields, and the other Part thereof is divided between the Reverend *J. P.* Rector of the Pariſh Church of *S. C. B. C. V. E. H. J. S. R. S. T. E. J. B.* and the Reverend *T. D.* Clerk: **And whereas** every Proprietor has a Right of Common over the Common Fields and Commons, in Proportion to his reſpective Part or Share, and no other Perſon has any Right or Title whatſoever to the ſaid Commons or Common Fields: **And whereas** the ſeveral Lands of each Proprietor lie intermixed and diſperſed over the whole Field in ſmall Parcels, which by long Experience has been found very detrimental and inconvenient to the ſaid Proprietors, and has often occaſioned Diſputes among them: **And whereas** the ſaid Common Fields, by being kept in conſtant Tillage, and by the great Difficulty and Expence of carrying Soil and Manure to ſo many different and diſtant Places, and for want of incloſed Ground to keep a Stock of Cattle, are greatly impoveriſhed, and as they are now uſed and occupied, incapable of any Improvement: **And whereas** the ſaid Commons called *C. H.* and *Y.* are now of little Advantage to the Proprietors, being grown over with Furze and Heath, but if the ſame were divided and incloſed, and the reſpective Proprietors at Liberty to convert the ſame into Tillage, might be greatly improved: **And whereas** the ſaid Sir *J. S.* and *J. P.* and all other the Proprietors (excepting the ſaid *T. D.*) have agreed to divide and incloſe the ſaid Commons and Common Fields, and to aſſign to every Proprietor his Share and Proportion according to his reſpective Intereſt, and that each and every of them will accept and take ſuch Proportion and Share therein as ſhall be ſet forth and aſſigned by Authority of Parliament, and ſhall fence and hedge in the Share and Dividend ſo to be aſſigned, and keep the Fences ſo to be made in good Repair, and enjoy the Parts ſo to be reſpectively aſſigned, in Severalty and as ſeparate and diſtinct Farms, in Reſpect and Lieu of the Lands and Right of the Common which they now enjoy, with Liberty of plowing the ſame, which will very much tend to the publick Good, as well as the mutual Advantage of all Parties concerned therein: **Therefore** for making ſuch Improvement as aforeſaid, the ſaid Sir *J. S.* together with the Rector and other Proprietors of the ſaid Manor and Pariſh of *S.* do reſpectively, and in moſt humble Manner, beſeech your moſt excellent Majeſty, That it may be Enacted, **And be it Enacted** by, *&c.* That the ſaid Common Fields, called the *U. Field*, the *L. Field*, *B. Field*, the *H. Field* and *W. Field*, and Commons, called *C. H.* and *Y.* ſhall before, *&c.* at the proper Coſts and Charges of the ſaid ſeveral and reſpective Proprietors, be allotted and divided by the Honourable *C. B.* Doctor of Laws, *N. T.* Doctor in Divinity, *R. P.* Eſq; *A. B.* Eſq; *K. S.* Eſq; *F. W.* Eſq; *F. J.* Senior of *S.* Eſq; Mr. *J. G.* of *C.* and Mr. *W. D.* Senior, of *B.* Commiſſioners appointed by this Act, or the Survivors of them or any five or more of them, unto and amongſt the ſaid ſeveral Proprietors in Proportion to their reſpective Intereſts, and to the Lands they now enjoy; and that each Proprietor ſhall hold and enjoy his Share and Part in Severalty, and as a ſeparate and diſtinct Farm, and ſhall have the ſame Eſtate and Intereſt in the Part ſo to be allotted, as he or they reſpectively now have in the Eſtate and Lands, in reſpect and lieu whereof ſuch Allotments are to be made; and ſhall fence, hedge in and incloſe the ſame, in ſuch Manner and Proportion as the ſaid Commiſſioners, or the Survivors of them, or any five or more of them, ſhall at the making of ſuch Allotment direct and appoint; and that the aforeſaid Allotments, and the Eſtates, and the Condition of the Eſtates, whereby each Perſon is intitled to his Allotment, ſhall be at the like Coſts and Charges made in Writing, and ſhall be inrolled at the General Quarter-Seſſions to be held for the ſaid County of *B.* **Provided nevertheleſs**, that any

Rights of Common.

Rights in the Fields intermixed. Diſputes.

Impoveriſhed.

The Commons of little Advantage, capable of Improvement.

Agreement to divide and incloſe (except by one Proprietor.)

Enacted, That they be divided by Commiſſioners.

Allotments to be inrolled.

any Thing herein contained ſhall not extend, or be conſtrued to extend, to give unto the ſaid Commiſſioners, or any other Perſon or Perſons whatſoever, any Power or Authority in giving any undue Preference, or the preferring one before another to any of the Parties concerned in reſpect to their Allotments or Shares on the ſaid Commons or Common Fields or new Incloſure; and that the ſaid Commiſſioners in making their Allotments, ſhall have Regard to the Goodneſs and Situation, as well as to the Quantity of the Lands to be aſſigned; and ſhall allot to each Proprietor his Share and Part, ſo that it may be contiguous and lie together, or as near as conveniently may be. **And whereas** great Hurt and Damage may happen unto the Planting and Setting Quick-wood or any other Wood, for the Fencing in any Part or Parcel of the ſaid New Incloſure, by Sheep or Cattle going in any of the Lanes or Roads which are to be left by incloſing the ſaid Commons or Common Fields; **Therefore be it Enacted** by the Authority aforeſaid, That any Proprietor or Owner of any of the ſaid new Incloſure, ſhall have full Liberty for and during the Term of ſeven Years from and after the ſaid —— Day of, *&c.* to erect and ſet up any Gate or Gates acroſs any Part or Parts of the Roads or Lanes againſt his or their Lands, for keeping out Sheep and Cattle, to prevent their deſtroying any Quick-wood, or other Wood or Fence, which ſhall be planted for incloſing any Part or Parcel of the ſaid Commons or Common Fields as aforeſaid; they the ſaid Proprietors of the Lands diſclaiming all Right or Property to and in the ſaid Lands bounded by the Gates to be erected and ſet up. **And whereas** it is requiſite ſome convenient Time ſhould be fixed for the Proprietors to accept of their Allotments or Shares, which ſhall be made by the Commiſſioners appointed by this Act, in Manner above mentioned; **Be it Enacted** by the Authority aforeſaid, That the ſaid Commiſſioners or the Survivors of them, or any five or more of them, ſhall within ſix Kalendar Months after ſuch Time as they ſhall have admeaſured the ſaid Commons and Common Fields, and declared the Number of Acres contained therein, divide and aſſign unto and amongſt the ſaid ſeveral Proprietors of the ſaid Commons and Common Fields, their reſpective Allotments and Shares; which ſeveral Allotments or Shares the ſaid Proprietors ſhall accept, have, hold and enjoy as aforeſaid, and ſhall fence and incloſe the ſame in ſuch Manner, and in ſuch Time as the ſaid Commiſſioners or the Survivors of them, or any five or more of them, ſhall direct or appoint; and if any Difference ſhall ariſe touching the ſowing, laying down, accepting or incloſing the ſaid reſpective Shares, or touching any Allowance or Satisfaction to be made for the growing of Corn, or for Manure, or concerning any Intereſt of the ſaid Proprietors, the ſaid Commiſſioners, or any five or more of them, ſhall have full Power and Authority, and are hereby Impowered and Authorized to hear and finally determine the ſame. **Provided always, and be it further Enacted,** That the Executors, Guardians or Truſtees of any Perſon or Perſods under Age, or otherwiſe incapable by Law to accept of ſuch Allotments as ſhall be made by the ſaid Commiſſioners, are hereby enabled and required to accept thereof, for the Uſe of ſuch Perſon or Perſons, as if the ſaid Perſons had been of Age, or capable of acting for themſelves. **And be it further Enacted** by the Authority aforeſaid, That the ſaid Commiſſioners appointed by this Act, or any five or more of them, ſhall lay out, aſſign and allot (in ſuch Place or Places of the ſaid Commons and Common Fields ſo to be incloſed as aforeſaid) as they ſhall judge moſt proper, fit and convenient Roads and Paſſages for all Perſons and Carriages paſſing thro' the ſame; which Roads and Paſſages ſhall not be leſs than 20 Feet of Aſſize in Breadth, to the End two Carts or Carriages may paſs and repaſs therein at one and the ſame Time. **And be it further Enacted** by the Authority aforeſaid, That the ſaid Commiſſioners, or any five or more of them, ſhall aſcertain and appoint the publick and private Highways or Roads already made or to be made on the ſaid Commons, Common Fields, or New Incloſure, (with the Aſſize or Breadth of each of them reſpectively, ſo that the Breadth of the ſaid publick Roads ſhall remain 30 Feet wide, and the other Roads 20 Feet wide at leaſt) under their Hands and Seals; the ſame to be inrolled at the ſaid General Quarter-ſeſſions; And that it ſhall not be lawful for any Perſon or Perſons hereafter to uſe any other Ways or Roads over the New Incloſure, either on Foot or with any Horſe, Mule or Aſs, or with any Coach, Calaſh, Chariot or Chaiſe, or with any Waggon, Cart or other Carriage, but ſuch Highways or Roads as the ſaid Commiſſioners ſhall ſo aſcertain and appoint as aforeſaid. **Provided nevertheleſs,** That nothing in this Act contained, ſhall be conſtrued, deemed or taken to impower or give Liberty to the ſaid Commiſſioners, or any of them, to ſtop or turn any of the preſent High Roads leading over the ſaid Commons or Common Fields, or to appoint how or by whom the ſame or any of them ſhall be repaired; but that the ſame ſhall from Time to Time be amended and repaired by ſuch Perſons as ſhall be intereſted in the ſaid Commons, Common Fields or New Incloſure, in Proportion to their reſpective Shares or Intereſts therein. **Provided always, and it is hereby Declared and Enacted,** That the ſaid Rector of the Pariſh Church of *S.* and his Succeſſors, ſhall at all Times hereafter have, receive and take all ſuch or the like Tithes yearly iſſuing or ariſing from or out of any of the Lands agreed and hereby Enacted to be incloſed as aforeſaid, as the ſaid Rector is now intitled to have, receive and take

Commiſſioners not to prefer one before another.

Proprietors may erect Gates to preſerve Fences.

Allotments, when to be accepted.

Differences how ended.

Executors or Guardians of Infants may accept Allotment.

Roads how made, *&c.*

Tithes.

take from or out of any Lands, within the ſaid Pariſh; and that an Allotment ſhall be made to and for the Uſe and Benefit of the ſaid Rector and his Succeſſors, in reſpect of the Glebe Land belonging to the ſaid Rector, and his Right of Common in reſpect thereof, in like Manner as other Allotments are hereby directed and enacted to be made to the other Proprietors of Lands within the ſaid Pariſh as aforeſaid. **And it is hereby further Enacted** by the Authority aforeſaid, That upon the Death of any of the Commiſſioners, or of any new Commiſſioners to be appointed in their ſtead, the Perſons who for the Time being ſhall be intereſted in the ſaid Commons, Common Fields or New Incloſure, or the major Part of them in Number and Value, ſhall from Time to Time within two Months after the Death of any Commiſſioner or Commiſſioners, by Writing under their Hands and Seals, appoint one or more new Commiſſioner or Commiſſioners, not intereſted in the ſaid Commons, Common Fields or new Incloſure, in the room or ſtead of every Commiſſioner dying as aforeſaid; which Commiſſioner or Commiſſioners ſo to be appointed, ſhall have the like Powers and Authorities, by virtue of this Act, as the Commiſſioners in whoſe Places they ſhall ſucceed, were ſeverally inveſted with; provided the ſurviving Commiſſioners, or the major Part of them, ſhall, from Time to Time, give publick Notice in the Pariſh Church of *S.* aforeſaid, of the Time and Place of every ſuch Meeting, for the Appointment of any new Commiſſioner, at leaſt ten Days before the ſame; every of which Appointment of any new Commiſſioner or Commiſſioners ſhall be inrolled at the ſaid Quarter-Seſſions within three Kalendar Months next after the making of ſuch Appointment. **Provided always,** That the ſaid Commiſſioners, or the Survivors of them, or any five or more of them, ſhall and are hereby obliged to give Notice in the ſaid Pariſh Church of *S.* of the Time and Place of every Meeting of the ſaid Commiſſioners for the Execution of all or any of the Powers hereby veſted in them, and of the Buſineſs to be done at ſuch Meeting, at leaſt ten Days before the ſame Meetings reſpectively. **Provided always, and be it further Enacted** by the Authority aforeſaid, That this Act, or any thing herein contained, ſhall not extend, or be conſtrued, deemed, adjudged or taken, to revoke, make void, or in any wiſe alter any Deed or Deeds, Settlement or Settlements, Limitation or Limitations whatſoever; but that each and every Proprietor ſhall ſtand and be ſeiſed of the ſaid Allotments or Shares ſo to be aſſigned to and accepted of by him or them, to the ſame Uſe and Uſes, and ſubject to the ſame Limitations, Eſtates, Truſts and Intereſts, as he or they did of the reſpective Parts and Shares which they enjoyed before the making of this Act, and in Lieu whereof ſuch Allotments are made; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding; **Saving** to the King's moſt excellent Majeſty, his Heirs and Succeſſors, and to all and every Perſon and Perſons, Bodies Politick and Corporate, his, her and their Heirs and Succeſſors, Executors and Adminiſtrators reſpectively (other than and except the ſaid Sir *J. S. J. P.* and the ſaid other Proprietors of the ſaid Commons and Common Fields, their Heirs, Succeſſors, Executors and Adminiſtrators) all ſuch Eſtate, Right, Title and Intereſt, as they, or any or either of them had, or might have had, if this Act had never been made; **Saving alſo** to the Right Honourable *M.* Earl of *A.* his Heirs and Aſſigns, all ſuch Royalties, Eſtate, Right, Title and Intereſt in, to and out of all and ſingular the Premiſſes by this Act intended to be incloſed, as he or they had, or might have had, in caſe this Act had not been made.

New Commiſſioners, how to be appointed.

Notice of Commiſſioners meeting.

This Act not to revoke any Deed, &c.

Saving, &c.

Sixthly, To confirm Deeds, Wills, Eſtates, &c.

An Act for Confirming and Eſtabliſhing the Partitions made between W. P. *Eſq*; (*ſince deceaſed*) *and the Honourable* C. E. *Eſq*; *and others, of ſeveral Manors and Lands in the Counties of* S. K. *and* S. *and to enable* W. *and* S. P. *Infants, to make Partition of Lands in other Counties, and to ſell the ſame, and purchaſe other Lands to be ſettled to the ſame Uſes; and for rectifying a Miſtake in the Marriage Settlement of* W. Q. *Eſq*;

Recital,

that Lands in *S. K. T. E. G. H.* and *L.*

deſcended to *C.* late Lady *N. A.* late Viſcounteſs *B. &c.*

Whereas the Right Honourable *A.* late Counteſs of *O.* deceaſed, who was the ſurviving Daughter and Heir of *P.* late Viſcount *B.* the younger, deceaſed, who was the only Son and Heir of *P.* late Viſcount *B.* the elder, deceaſed, was in her Life-time ſeiſed in Fee-ſimple of and in divers Freehold Manors, *&c.* in the Counties of *S. K. T. E. G.* and *H.* and in the City of *L.* and in or about, *&c.* died thereof ſo ſeiſed, without Iſſue; and the Reverſion thereof expectant on the Death of the Right Honourable *A.* late Earl of *O.* deceaſed, who was thereof Tenant for Life, and died in or about the Year, *&c.* deſcended and came to her four Aunts; that is to ſay, *C.* late Wife of *H.* Lord *N.* afterwards Marquis of *D.* deceaſed, *A.* late Viſcounteſs *B.* deceaſed, *M.* late Counteſs of *A.* deceaſed, and *E.* late Wife of the Right Honourable *F.* Lord *D.* and afterwards created Counteſs of *S.* and alſo deceaſed. **And whereas**

whereas by the Death of the ſaid *C.* late Lady *N.* her Right, Title and Intereſt of, in and to One Fourth Part of the ſaid Premiſſes deſcended and came to and between her two Daughters, *A.* Lady *R.* deceaſed, and the Lady *G. P.* deceaſed, that is to ſay, to each of them a Moiety of the ſaid Fourth Part: **And whereas** *W. Q.* of, *&c.* Eſq; is intitled unto the ſaid whole Eighth Part of the ſaid Lady *R.* of, in and to the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Advowſons in the ſaid County of *S.* **And whereas** *J. R.* of, *&c.* Eſq; is intitled unto the ſaid whole Eighth Part of the ſaid Lady *R.* of, in and to the ſaid Manors, Lands and Premiſſes in the ſaid Counties of *K.* and *S.* **And whereas** *W. P.* of, *&c.* Eſq; lately deceaſed, did claim the ſaid whole Eighth Part belonging unto the ſaid Lady *G. P.* of and in the ſaid Manors, *&c.* and did convey all his Right therein to the Honourable *H. P.* of, *&c.* Eſq; and *R. B.* of, *&c.* Eſq; on certain Truſts; and the ſaid Eighth Part belonging to the ſaid Lady *G. P.* is alſo claimed by the Honourable *J. M.* and *C. M.* Eſqrs; and their Claim to that Eighth Part is now proſecuted by them, by a Bill in the High Court of Chancery: **And whereas** by the Death of the ſaid *A.* late Viſcounteſs *B.* deceaſed, her Right, Title and Intereſt of, in and to one other Fourth Part of the ſaid Manors, *&c.* whereof the ſaid late Counteſs of *O.* died ſeiſed as aforeſaid, deſcended and came to and amongſt her four Daughters, that is to ſay, the Honourable *E.* the Wife of the Honourable *C. E.* of, *&c.* Eſq; the Honourable *A. P.* of *W.* Widow, the Honourable Dame *J. B.* of *P.* near *W.* Widow, and the Honourable Dame *M. B.* of the City and County of the City of *C.* Widow, Mother of Sir *R. B.* of the *H.* in the County of *L.* Baronet; that is to ſay, to each of them a Fourth Part of the ſaid Fourth Part; which undivided Share of the ſaid *A. P.* is now ſettled upon her the ſaid *A. P.* for her Life, and afterwards upon the Sons of the ſaid *W. P.* ſucceſſively, in Tail Male, who are two, *W.* and *S.* Infants, under the Age of One and twenty Years; with a Remainder to the Heirs of the Body of the ſaid *A.* Remainder to her own right Heirs; and the ſaid undivided Share of the ſaid Dame *M. B.* is claimed and enjoyed by the ſaid Sir *R. B.* **And whereas** the ſaid *W. Q.* is alſo intitled unto the Fourth Part of the ſaid Manors, *&c.* in the ſaid County of *S.* whereof the ſaid late Counteſs of *O.* died ſeiſed as aforeſaid, belonging to the ſaid late Counteſs of *A.* all which ſaid undivided Share or Parts of him the ſaid *W. Q.* were ſettled upon his Marriage with *B.* his now Wife, Daughter of *M. R.* of *C.* in the County of *S.* Eſq; **And whereby** *A. A.* of *L.* Widow, is intitled unto the ſaid Fourth Part of the ſaid Manors, *&c.* in the ſaid County of *S.* whereof the ſaid late Counteſs of *O.* died ſeiſed as aforeſaid, belonging to the ſaid late Counteſs of *S.* **And whereas** the two remaining Fourth Parts of the ſaid Manors and Premiſſes in the ſaid Counties of *K.* and *S.* whereof the ſaid late Counteſs of *O.* died ſeiſed as aforeſaid, belonging to the ſaid late Counteſs of *A.* and the ſaid late Counteſs of *S.* are claimed by the ſaid *J. R. R. K.* of, *&c.* Eſq; and *P. G.* of, *&c.* Dr. in Phyſick, and *E.* his Wife: **And whereas** by Indenture *Octopartite*, bearing Date, *&c.* between the ſaid *W. Q.* of the firſt Part, the ſaid *W. P.* (ſince deceaſed) of the ſecond Part, the ſaid *C. E.* and *E.* his Wife, the ſaid *A. P.* the ſaid Dame *J. B.* and Sir *R. B.* of the third Part, the ſaid *A. A.* of the fourth Part, the Moſt Noble *B.* Ducheſs of *C.* and the Right Honourable *T.* Earl of *S.* of the fifth Part, the ſaid Dame *M. B.* of the ſixth Part, *E. R.* of, *&c.* Gent. of the ſeventh Part, and *J. A.* of, *&c.* Gent. of the eighth Part, (which ſaid Ducheſs of *C.* the Earl of *S. E. R.* and *J. A.* are, together with ſome other of the ſaid Parties, intitled to divers Copyhold Lands, lying intermixt and uſually held with the ſaid Manors, Lands and Hereditaments in the ſaid County of *S.* intended by the ſame Indenture to be divided,) **It is therein witneſſed**, that they the ſaid *W. Q. W. P. C. E.* and *E.* his Wife, *A. P.* Dame *J. B.* Sir *R. B.* and *A. A.* had cauſed a Diviſion to be made of the ſaid Freehold Manors, *&c.* in the ſaid County of *S.* with their Appurtenances, into four equal Parts, which ſaid four Parts were ſubdivided into eight equal Parts, for the Convenience of ſuch of the Parties as had not a full fourth Part in the Premiſſes; which ſaid Diviſion is intitled, *The Diviſion of all the Freehold Manors, Meſſuages, Farms, Advowſons and Hereditaments in the County of* S. *intended to be divided into four equal Parts; which ſaid four Parts are ſubdivided into eight equal Parts, and is otherwiſe deſcribed in the ſame Indenture, and is contained in an ingroſſed Schedule thereunto annexed:* **And it is thereby agreed** by all the Parties to the ſaid Indenture, who had any Part or Share in the Freehold Manors, *&c.* intended to be divided, that the ſeveral Parts or Shares mentioned in the Schedule aforeſaid ſhould be writ in Scrolls, and incloſed in Balls of Wax of an equal Size, and drawn by Lots, and afterwards openly read and delivered to the ſeveral Perſons intereſted, and Memorandums made in Writing in the Margin of the ſaid Schedule or Diviſion annexed, over-againſt the Part or Share of the Premiſſes which belongs to the Perſons for whom the ſame were drawn, thereby expreſſing and declaring to whom that particular Share and Part of the Premiſſes is, in Manner aforeſaid, allotted; the Rules and Methods of ſuch Drawing being therein more particularly deſcribed; and that the ſame ſhould be and remain as a full and perfect Partition and Severance amongſt and between the ſaid Parties of all the ſaid Manors, *&c.* thereby intended to be divided. **And it is** in and by the ſaid Indenture **agreed** between the ſaid Parties thereto, who were intitled to any Intereſt in the Free-

on Death of Lady *N* one fourth deſcended to her Daughters Lady *R.* and Lady *G. P.*

W. Q. intitled to one eighth of Lady *R.*'s Part.

J. R. intitled to the other one eighth of her Part.

W. P. claimed the ſaid one eighth belonging to Lady *G. P.* and which is claimed by *J. M.* and *C. M.* Eſqrs.

One fourth belonging to the Counteſs of *O.* deſcends to her Daughters.

W. Q. intitled to one fourth whereof the late Counteſs of *O.* died ſeiſed.

A A. intitled to one fourth.

Remaining fourth Part claimed by ſaid *J. R. R. K. P. G.* and *E.* his Wife.

Recital of Deed of Partition by Lots.

hold Premiſſes reſpectively, and for their reſpective Heirs, Executors and Adminiſtrators, That the ſaid Partition and Diviſion of the Premiſſes ſo to be made as aforeſaid, ſhall be taken to be as good, effectual and unavoidable in Law, to all Intents and Purpoſes whatſoever, as any Diviſion or Partition might or could have been made in any Manner of Ways whatſoever or howſoever, and with ſuch other Covenants and Agreements between the ſaid Parties, for the better eſtabliſhing and confirming ſuch Diviſion and Partition, as in the ſame Indenture are contained.

The Lots drawn and delivered.

And whereas the ſaid ſeveral Lots were impartially, and to the Satisfaction of all the ſaid Parties therein concerned, drawn and delivered to, or to the Uſe of, the ſeveral Perſons intitled to the ſame by virtue of ſuch Drawing and Delivery, and were written in the Margin of the ſaid Schedule or Diviſion to whom the ſame did belong, purſuant to the ſaid Indenture:

Deed of Exchange.

And whereas by certain Articles of Agreement indented, made and concluded upon the, *&c.* between the ſaid *C. E.* and *E.* his Wife, the ſaid *A. P.* Dame *J. B.* Sir *R. B. W. P.* (ſince deceaſed) and *H. B.* of, *&c.* Gent. of the firſt Part, the ſaid *J. R.* of the ſecond Part, and the ſaid *R. K. P. G.* and *E.* his Wife, of the third Part, (reciting as therein is recited,) **It is agreed** by and between all the ſaid Parties to the ſaid recited Articles of Agreement, That the ſaid ſeveral Parties in the ſaid recited Articles named, ſhould reſpectively ſeverally hold, receive and take for their ſeveral full Shares and Parts of the ſaid Manors and Premiſſes in the ſaid Counties of *K.* and *S.* the ſeveral Meſſuages, Farms, Lands and Hereditaments in the ſaid recited Articles particularly deſcribed and agreed to by the ſaid Parties to the ſame recited Articles, to be ſeverally and reſpectively held, ſubject to ſuch Covenants and Agreements as are therein mentioned, for the better eſtabliſhing and confirming ſuch Partition, as by the ſaid recited Articles, Relation, *&c.*

After the Diviſions the Parties entered, *&c.*

And whereas after ſuch Diviſions made, as aforeſaid, the ſaid Parties reſpectively have ſeverally entered into the ſeveral Farms, Lands and Hereditaments ſo allotted to them reſpectively, and have ever ſince continued to receive the Rents thereof ſeverally.

Neceſſity of this Act of Confirmation.

And whereas by Reaſon of the Non-age of the ſaid *W. P.* and *S. P.* and other Diſabilities in ſome of the ſaid Parties, in reſpect of their Eſtates, or otherwiſe, the ſaid Partitions or Diviſions made by the ſaid recited Indenture and Articles cannot be confirmed, and the ſaid ſeveral Parties hold and enjoy their ſeveral Shares of the ſaid Manors, *&c.* ſeverally allotted to them, according to the true Meaning of the ſaid Indenture and Articles, for ſuch Eſtates and Intereſts therein, and ſubject to ſuch Truſts, Proviſoes and Incumbrances reſpectively, as the ſaid Parties reſpectively at the Time of ſuch Diviſion did hold or claim their undivided Shares or Proportions reſpectively, without the Aid of an Act of Parliament; which is to the great Damage of the ſaid Parties, in reſpect of their not being able to improve the ſaid Manors, Lands and Hereditaments, ſo long as they are undividedly held; for Remedy whereof, and for confirming the ſaid Diviſions and Allotments, **May** it therefore pleaſe your Majeſty, at the humble Petition of the ſaid *W. Q.* and *M. R.* in Behalf of *W. Q.* an Infant, Son of the firſt named *W. Q.* and Grandchild of the ſaid *M. R. R. B. C. E.* and *E.* his Wife, *A. P.* Dame *J. B.* Sir *R. B.* and *A. A. J. R. R. K. P. G.* and *E.* his Wife, That it may be Enacted,

Enacted, that the Partitions be confirmed;

And be it Enacted by, *&c.* That the ſaid Partitions, Diviſions and Allotments as the ſaid Freehold (and not Copyhold) Manors, *&c.* in the ſaid Counties of *S. K.* and *T.* ſo ſeverally divided, ſet out and allotted to the ſaid reſpective Parties in and by the ſaid Schedule to the ſaid firſt mentioned Indenture annexed, and in and by the ſaid recited Articles, **ſhall be,** and **are hereby** ſeverally ratified and confirmed to them reſpectively, or thoſe rightfully claiming, or which may rightfully claim the ſame reſpectively, according to their Eſtates or Intereſts therein reſpectively, ſubject to the Proviſo next herein after mentioned; and ſhall accordingly be held and enjoyed in Severalty,

Subject, *&c.*

ſubject and liable to the ſame Truſts, Uſes, Eſtates, Settlements, Charges and Incumbrances to which the ſame undivided Parts or Shares at the Time of the ſaid Partitions or Diviſions were, or ſince are, ſubject or made liable to, or can be affected with;

Free, *&c.*

and that every Part of the ſaid divided Shares, Parts or Lots, ſhall be reſpectively ſeparately held free from all Settlements, Charges and Incumbrances of any of the other Owners, of any other of the ſaid Parts and Shares reſpectively, wherewith they had reſpectively charged their ſeveral and reſpective Parts and Shares whilſt the ſame remained undivided, ſo that each Share, Lot or divided Part, ſubject to its own Incumbrances only, ſhall continue and remain to all Intents and Purpoſes, inſtead of and as the ſaid univided Parts reſpectively were at the Time of making ſuch Diviſion.

G. P.'s eighth Part to be held in Severalty till the Claim is determined.

Provided, and it is Enacted, That the ſaid Eighth Part of the ſaid Lady *G. P.* is to be, and ſhall be held and enjoyed in Severalty by ſuch Perſon and Perſons who now have, or who, on the final Determination of the Claims of the ſaid Perſons claiming the ſame, ſhall appear to have Right thereto for ſuch Eſtate and Eſtates as they ſhall ſo reſpectively appear to have therein.

The recited Deeds confirmed.

And it is hereby further Enacted, That the ſaid firſt recited Indenture, and the Schedule thereof, and Diviſion thereby made, as touching and concerning the Freehold (and not Copyhold Manors) Lands and Hereditaments therein mentioned, and the ſaid recited Articles, and the Partition and Diviſion thereby made, and the Covenants and Agreements therein contained, ſhall be, and are hereby ratified and confirmed in all Things according to the true Intent and

Meaning of them reſpectively; **And** for the better preſerving the ſaid recited Indenture and Schedule thereof, and the ſaid recited Articles, for the Benefit of all the Perſons that are or may be concerned therein, it is hereby directed that the ſame reſpectively be inrolled in the Rolls of the High Court of Chancery; and that the ſaid firſt recited Indenture and Schedule, and Articles or Copies thereof from ſuch Inrolments, ſhall and may be given in Evidence, and allowed in all Courts of Law and Equity. **And whereas** one eighth Part of the ſaid Manors, *&c.* in the ſaid County of *S.* did by Lot, according to the true Meaning of the ſaid firſt mentioned Indenture, fall upon the ſaid Sir *R. B.* and *A. P.* whoſe Share therein being, as before is mentioned, ſettled after her Deceaſe upon the ſaid Sons of the ſaid *W. P.* being Infants, cannot be divided, nor can there be any Diviſion or Partition made of the Reſidue of the ſaid Manors, Meſſuages, Lands and Hereditaments, late the Eſtate of the ſaid *A.* Counteſs of *O.* in the Counties of *E. G. H.* and the City of *L.* which came and deſcended as aforeſaid, by Reaſon of ſuch Infancy of them the ſaid *W. P.* the Son, and *S. P.* nor can the ſame be ſold though greatly for the ſaid Infants Benefit, whereby great Inconveniencies will ariſe to the ſaid Eſtate; whereas if the ſame may be divided and Partition thereof made, it will be greatly for the Improvement of the ſaid Eſtate, and for the Advantage of the ſaid Infants, and all Perſons intereſted: For Remedy whereof, **Be it further Enacted** by the Authority aforeſaid, That all and every the Share and Parts of the ſaid Manors, *&c.* in the ſeveral Counties aforeſaid, and in the City of *L.* belonging to the ſaid *A. P.* and ſettled upon the ſaid Children of the ſaid *W. P.* the Father (ſubject nevertheleſs to and without Prejudice of her Eſtate for Life therein) ſhall from henceforth be, and are hereby transferred unto, and veſted and ſettled in and upon the Right Honourable *W.* Lord Viſcount *C.* of the Kingdom of *S.* and the Honourable *C. E.* Eſq; the Honourable *H. P.* Eſq; and the ſaid *R. B.* and their Heirs, to the Uſe of them, their Heirs and Aſſigns, freed and diſcharged from all Intails, Settlements and Incumbrances whatſoever; **In Truſt** nevertheleſs, that they the ſaid *W.* Lord Viſcount *C. C. E. H. P.* and *R. B.* and the Survivors and Survivor of them, and his Heirs, ſhall and do at any Time or Times, as ſoon as and when the ſeveral Parties ſhall agree, by Indenture or Indentures under their Hands and Seals, together with all and every, or any other the Perſon or Perſons who are intereſted in any of the ſaid Parts or Shares in the Premiſſes aforeſaid, make Partition and Diviſion of the ſaid Manors, Meſſuages, Lands and Premiſſes, in all the ſeveral Counties and City of *L.* aforeſaid not already divided; **And upon Truſt** that they the ſaid Truſtees, or the Survivors or Survivor of them do, by the ſame Indenture or Indentures of Partition, limit and appoint what Meſſuages, Lands, Tenements and Hereditaments, or what Part thereof ſhall be to and for the Uſe and Behoof of the ſaid *W. P.* the Son and *S. P.* after the Deceaſe of the ſaid *A. P.* in Lieu of their reſpective Eſtates and Intereſts which they had reſpectively in the ſaid Manors, *&c.* whilſt undivided; and that ſuch Meſſuages, *&c.* as ſhall be allotted, limited and appointed as and for the ſeparate Share and Part of the ſaid *W. P.* and *S. P.* as aforeſaid, (ſubject to the Eſtate for Life therein of the ſaid *A. P.*) ſhall be to the ſame Uſes, and be held and enjoyed by the ſame Perſon and Perſons, and for the ſame Eſtate and Eſtates, and upon the ſame Truſts, and to and for ſuch Intents and Purpoſes, as are now limited or ſettled of and concerning the ſaid undivided fourth Part of a fourth Part of the Premiſſes belonging to the ſaid *A. P.* and to and for no other Uſe, Intent or Purpoſe whatſoever: **And alſo upon this further Truſt,** that they the ſaid *W.* Lord Viſcount *C. C. E. H. P.* and *R. B.* or the Survivors or Survivor of them, or the Heirs of the Survivor of them, do at any Time or Times, when and as it may be convenient, by and with the Approbation of one of the Maſters of the High Court of Chancery for the Time being, either in the Life-time, or after the Deceaſe of the ſaid *A. P.* make or join in the Sale of the ſaid Part and Share of the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes in the ſeveral Counties aforeſaid, and in the City of *L.* belonging unto the ſaid *A. P.* and ſettled upon the ſaid Children of the ſaid *W. P.* the Father, to ſuch Perſon or Perſons as ſhall be willing to purchaſe the ſame, or any Part or Parts thereof, for the moſt Money, or beſt Price or Prices which can be reaſonably had or gotten for the ſame; and ſhall and do with the like Approbation as aforeſaid (after Deduction of all their Coſts and Charges in paſſing this Act, and occaſioned by the Execution of theſe Truſts, which the ſaid Truſtees are to retain to their own Uſe) lay out the Money ariſing upon ſuch Sale or Sales as aforeſaid in the Purchaſe or Purchaſes intirely, or in Parcels, of ſome Meſſuages, Lands, Tenements or Hereditaments in the Counties of *N. Y. D.* or *L.* or elſewhere in the Kingdom of *England*; and the ſame when purchaſed ſhall ſettle to the ſame, or the like Uſes, and for the ſame Eſtate and Eſtates as the ſaid Part and Share of the ſaid *A. P.* in the ſaid Manors, Meſſuages, Lands and Premiſſes, are now ſettled or liable unto; and that ſuch Purchaſor or Purchaſors ſo paying their Purchaſe-Money, ſhall be diſcharged from the ſame, and ſhall not be obliged to ſee the Application thereof, or be anſwerable for the Loſs or Miſapplication thereof: **And upon further Truſt,** that until a Purchaſe can be found, ſhall and do with the like Approbation as aforeſaid, lend or place ſuch

and directed to be inrolled.

One eighth of the Premiſſes in *S* fell upon Sir *R. B.* and *A. P.* whoſe Share cannot be divided.

Nor can there be any Partition of the Reſidue of the late Eſtate of the ſaid Counteſs of *O.* in *E. G. H.* and *L.*

A Partition of Advantage.

Enacted, that the Premiſſes ſettled on ſaid Infants, ſubject to Eſtate for Life, ſhall be veſted in Truſtees to make Partition.

and limit them to the Uſes of the Infants, *&c.*

Truſtees by the Approbation of a Maſter in Chancery may ſell the Premiſſes,

and purchaſe others,

and ſettle the ſame to Uſes.

Money ariſing by Sale to be ſecured till a Purchaſe made.

Truſtees not anſwerable for one another.

Recital of *W. Q.*'s Marriage Settlement, and of a Miſtake therein.

Deſirous that the Lands in *H.* ſhall continue as now, but that Part of them in *S.* ſhould be at *W. Q.*'s Diſpoſal.

So Enacted.

Sir *R. B.*'s Lots ſhall remain the ſame as the undivided Share of Dame *M. B.* was at the Partition.

ſuch Money ariſing by ſuch Sale or Sales as aforeſaid in the Exchequer, or in the Bank of *England*, or ſome other good Security or Securities at Intereſt, which Intereſt ſhall go and be paid in ſuch Manner as the Rents and Profits of ſuch Purchaſe or Purchaſes as aforeſaid when made, are to go and be paid; **And** that the ſaid Truſtees ſhall not be anſwerable for the Loſs of any Money that ſhall happen by Reaſon of the Failure of any Perſon or Security in whoſe Hands or upon which the ſame had been placed with ſuch Approbation as aforeſaid. **And whereas** upon the Marriage of the ſaid *W. Q.* with the ſaid *B. R.* by Indentures of Leaſe and Releaſe, bearing Date, *&c.* the Releaſe being made between the ſaid *W. Q.* and *G. Q.* his Mother, of the firſt Part, the ſaid *M. R.* and *E. G.* of the ſecond Part, Sir *T. L.* Bart. and Sir *W. C.* Bart. of the third Part, the ſaid *B. R.* of the fourth Part, and *P. Q.* younger Brother of the ſaid *W. Q.* of the fifth Part, certain Lands in the County of *H.* of the yearly Value of 250 *l. per Ann.* were by Miſtake, and contrary to the Agreement upon the Treaty of the ſaid Marriage, ſettled upon Truſtees (after the Determination of certain Eſtates for Lives) **To the Uſe** of the firſt and every other Son of that Marriage ſucceſſively in Tail Male, with Remainders over, whereby the ſaid *W. Q.* is diſabled to make ſo ample a Proviſion for his younger Children as he may otherwiſe do: **And whereas** alſo the ſaid fourth and eighth Parts of the ſaid Manors, Lands, Tenements and Hereditaments in the ſaid County of *S.* were ſettled upon the ſame Truſtees (after the Determination of certain Eſtates for Lives) to the ſame Uſes as the ſaid Lands in the County of *H.* were limited: **And whereas** the ſaid the *W. Q. M. R.* and all the other Parties to the ſaid Settlement, are deſirous, willing and agreed, that the ſaid Lands in the ſaid County of *H.* ſhall continue ſettled to the ſame Uſes they are now under, but that Part of the Lands in the County of *S.* of the like yearly Value, ſhould be at the Diſpoſal of the ſaid *W. Q.* diſcharged from the Limitations in the ſaid Marriage-Settlement; **Be it therefore further Enacted** by, *&c.* That all thoſe ſeveral Farms and Lands now or late in the ſeveral Tenures or Poſſeſſions of, *&c.* called, *&c.* which ſaid Lands are ſituate, *&c.* in the ſaid County of *S.* which laſt mentioned Lands are Part of thoſe allotted to the ſaid *W. Q.* by the Diviſion aforeſaid, ſhall be abſolutely and fully veſted; and the ſame are hereby abſolutely and fully veſted in the ſaid *W. P.* the Father and his Heirs, **To the Uſe and Behoof** of him the ſaid *W. Q.* his Heirs ad Aſſigns for ever, freed and diſcharged from all the Eſtates, Uſes, Truſts, Proviſoes, Limitations, Remainders, Reverſions and Contingencies limited, appointed or declared in the ſaid *W. P.*'s Marriage-Settlement concerning the ſame; any Thing therein, or in this Act contained, to the contrary thereof in any wiſe notwithſtanding. **Provided always, and be it Enacted** by, *&c.* That the Lots, Shares and divided Parts allotted to the ſaid Sir *R. B.* by the ſaid Indenture *Octopartite* and Articles aforeſaid, ſhall nevertheleſs remain, continue and be in ſuch Perſon and Perſons, and for ſuch Eſtate and Eſtates, and under and ſubject to ſuch Truſts, Powers, Charges and Agreements, as the ſaid undivided Share of the ſaid Dame *M. B.* claimed by the ſaid Sir *R. B.* as aforeſaid, was at the making the ſaid Partition ſubject and liable to; any Thing in this Act, or in the ſaid Indenture *Octopartite* and Articles contained, to the contrary in any wiſe notwithſtanding; **Saving**, *&c.* other than and except all and every Perſon and Perſon claiming from, by or under the ſaid *C.* Wife of the Marquis of *D.* the ſaid *A.* Viſcounteſs *B.* the ſaid *M.* Counteſs of *A.* or the ſaid *E.* Counteſs of *S.* or any of them, all their reſpective Right, *&c.*

An Act for confirming and making good the laſt Will and Teſtament of H. N. *Eſq; deceaſed.*

H. N. ſeiſed of an Eſtate of Inheritance of about 1000 *l. per Annum.*

Of 550 *l. per Annum*, Part thereof he was ſeiſed in Tail, purſuant to a Settlement, the reſt in Fee ſimple.

Intended by his Will to provide for his Daughters.

The Will.

Whereas *H. N.* late of, *&c.* Eſq; having Iſſue by *K.* his Wife four Daughters, to wit, *A. K. J.* and *M.* and being ſeiſed of an Eſtate of Inheritance of and in divers Meſſuages, Farms, Lands and Tenements in the Counties of *M.* and *N.* of near the yearly Value of 1000 *l.* Part whereof, to wit, about 550 *l. per Annum*, the ſaid *H. N.* as only ſurviving Son and Iſſue Male of *H. N.* his deceaſed Father (his two only Brothers *G.* and *W.* being both dead without Iſſue) was by virtue of an Indenture of Settlement, bearing Date, *&c.* made between the ſaid *H. N.* the Father, of the one Part, and *W. S.* Eſq; *J. N.* and *N. J.* Gent. of the other Part, ſeiſed of an Eſtate-tail, with the immediate Remainder thereof to himſelf in Fee, and the Reſidue thereof, being upwards of 400 *l. per Annum*, the ſaid *H. N.* the Son was ſeiſed of an abſolute Eſtate in Fee-ſimple; and the ſaid *H. N.* the Son being thus ſeiſed, and intending by his laſt Will (among other Things) to provide for his ſaid Daughters, by giving plentiful Portions out of his ſaid Eſtate to his ſaid three younger Daughters, and by giving his ſaid Eſtate, charged with the ſaid Portions, unto his ſaid eldeſt Daughter and the Heirs of her Body, with Remainders over ſucceſſively in Tail to his ſaid younger Daughters, did make and execute his laſt Will and Teſtament, in Manner, and conſiſting of the Words and Figures following; that is to ſay, **In the Name of God, Amen.** I *H. N.* of, *&c.* do this,

this, &c. make, &c. First, I give and deviſe unto my moſt dear and affectionate Wife for her Jointure, in Lieu and Satisfaction of her Title of Dower, in and to all my Hereditaments, one Annuity or clear yearly Rent of 300 *l.* of, &c. to be annually paid unto her and her Aſſigns, from and after my Deceaſe, during her Life, (without any Deduction for Taxes or any other Cauſe) upon, &c. from and out of all that, &c. the firſt Payment thereof to be made on ſuch of thoſe Days as ſhall firſt happen after my Deceaſe; and my Will is, that if the ſaid Annuity of 300 *l.* or any Part thereof, ſhall be behind, &c. ſhe my ſaid Wife, &c. ſhall and may enter, &c. and diſtrain, &c. And as to the Eſtate itſelf, of all and ſingular my ſaid Hereditaments and Premiſſes ſo charged with the ſaid Annuity, I give and deviſe all the ſaid Meſſuages, &c. unto my approved faithful Friends *R. V.* of, &c. Eſq; *R. S.* of, &c. Eſq; *G. S.* of, &c. and *T. W.* of, &c. Eſq; and unto their Executors, &c. for and during the Term of 20 Years next enſuing my Deceaſe, and from thence fully to be compleat and ended, without Impeachment of Waſte, upon ſuch Truſt and with ſuch Condition or Limitation as is herein after declared touching the ſame; and from and after the End or other Determination of that Eſtate, I give and deviſe the ſame Hereditaments unto my firſt Son, &c. and in Default of any Son of mine, or Heirs of the Body of ſuch Son, then I give and deviſe all and ſingular my ſaid Hereditaments (ſubject to my ſaid Charge) unto my eldeſt Daughter *A. N.* and to the Heirs of her Body iſſuing; and for want of ſuch Heirs, unto my ſecond, &c. and for want of ſuch Heirs, then I leave the Premiſſes to deſcend to my right Heirs: And I do hereby declare, that the ſaid Term or Eſtate for 20 Years, hereby before given unto the ſaid *R. V. R. S. G. S.* and *T. W.* their, &c. is upon Truſt and Confidence, and to the Intent and Purpoſe that they, their, &c. ſhall and will by and out of the Rents, Iſſues and Profits of the Premiſſes, levy and raiſe the Sum of 2500 *l.* a-piece of, &c. for each of my ſaid three younger Daughters, and the like Sum for every poſthumate Daughter of mine (if any ſuch ſhall be) for their ſeveral Portions, to be paid them as they reſpectively ſhall attain their reſpective Ages of 21 Years, or ſhall be married by the Conſent of their Guardians herein after named, (or any two of them, whereof their Mother, if ſurviving, to be one) at the Election of the ſaid Guardians, and, until the ſaid Portions be paid, ſhall out of the ſaid Rents, Iſſues and Profits, raiſe and pay to each of them my ſaid younger Daughters, for their reſpective Maintenance, the yearly Sum of 20 *l.* a-piece, until they attain their ſeveral Ages of 12 Years; and afterwards, as they ſhall reſpectively accompliſh that Age, the Sum of 30 *l. per Ann.* and ſhall alſo yearly raiſe and pay in like Manner, to and for my eldeſt Daughter for her Maintenance, the like ſucceſſive Sums of 20 *l.* and 30 *l.* and if any ſuch Son as aforeſaid ſhall be born, and he or his Iſſue ſhall live till ſhe attain her Age of 21 Years, that then my ſaid Truſtees ſhall raiſe for her 3000 *l.* for her Portion; all the ſaid Maintenance-Sums to be paid Quarterly from and after my Deceaſe; and in caſe any one or more of my ſaid younger Daughters ſhall deceaſe before ſuch her Marriage or her Attainment of her ſaid Age of 21 Years, or if my ſaid Hereditaments ſhall come to her immediately after the End of the ſaid Term of 20 Years, by the Death of my ſaid eldeſt Daughter without Iſſue, then my Will is, That the Portion of her and them ſo dying, or coming to Poſſeſſion, ſhall ſurvive unto the reſt of them my ſaid younger Daughters. **Provided always**, and I do annex it as a Condition or Limitation to the ſaid Portions hereby given to my ſaid younger Daughters, That if any of them ſhall refuſe to make and execute unto my ſaid eldeſt Daughter, or the Heirs of her Body, (or to ſuch other of my ſaid Daughters, who by the Death of my ſaid eldeſt Daughter without Iſſue ſhall then come to the immediate Inheritance of the Premiſſes by the Deviſe aforeſaid) ſuch Releaſe or other Aſſurance of my ſaid Hereditaments, whereby all her my ſaid younger Daughter's Eſtate, Right, Title, Claim and Pretence whatſoever, both in Law or Equity in or to the Premiſſes, or any Part of any of them (otherwiſe than by virtue of this my Will) ſhall be barred or extinguiſhed, then the Portion and Portions of her and them ſo refuſing ſhall not be paid to her or them, but (if then raiſed) ſhall be paid unto her that ſhall require or tender ſuch Releaſe. **Provided** likewiſe, and it is a Condition or Limitation by me annexed to the ſaid Term of 20 Years hereby deviſed to my ſaid Truſtees, That as ſoon as the Occaſion of my giving or raiſing that Term (which was only for the providing Portions and Maintenances for my ſaid Children as aforeſaid) ſhall ceaſe or be over, either by Payment thereof to be made or ſufficiently ſecured (to the Liking and Satisfaction of my ſaid Truſtees, or the Survivors or Survivor of them) by my ſaid eldeſt Daughter, or any other Perſon to whom the Remainder of the Premiſſes immediately expectant on the ſaid Term by this Will ſhall belong, or by the Deceaſe of my ſaid Daughters without Iſſue before the ſaid Portions ſhall become payable, or by my ſaid Truſtees raiſing the ſaid Portions and Maintenances, or any otherwiſe howſoever, that then the ſaid Occaſion being over (and they my ſaid Truſtees being alſo paid and reimburſed by Perception of the ſaid Rents and Profits, or otherwiſe, all ſuch reaſonable Coſts, Charges and Expences as they ſhall be put unto in the managing or executing the ſaid Truſt, or by Reaſon thereof) the ſame Term of 20 Years ſhall ceaſe, determine and become utterly void; unto each of them my

Annuity to the Widow.

His Eſtate to Truſtees for 20 Years;

after that to his firſt, &c. Son.

For Want thereof to eldeſt, &c. Daughter.

Declares the 20 Years Term is to raiſe and pay the younger Daughters Portions,

and Maintenance.

Maintenance of eldeſt Daughter.

On Death of any younger Daughter Survivor to have her Portion.

Condition that younger Daughters ſhall execute any Deed of the Eſtate to the Elder.

Proviſo as to the Term becoming void.

Reſiduary Legatees Executors.

my ſaid Friends and Truſtees I give, *&c.* All the Reſt and Reſidue of my Perſonal Eſtate, after my Debts paid and Funeral Expences diſcharged, I give and bequeath unto my dear Wife *K. N.* and my eldeſt Daughter *A. N.* whom I do make and appoint Co-Executors of this my laſt Will and Teſtament; and out of the great Opinion I have of the Juſtice, Prudence and Integrity of my ſaid Truſtees, I do make my Wife and them, and the Survivors and Survivor of them, Tutors and Guardians of all my ſaid Children, hereby committing to my Wife and them the Cuſtody and Tuition of my ſaid Children, and the Care and Management of their Eſtates and Portions until they reſpectively ſhall attain their ſaid reſpective Ages of twenty-one Years, or ſhall be married by ſuch Conſent as aforeſaid; and for all Charges and Expences my ſaid Truſtees and Guardians ſhall be put unto in the acting in and managing of thoſe Truſts, I would have a full Allowance made them. **In Witneſs,** &c. Which ſaid Will the ſaid *K. N.* Widow and Relict of the ſaid Teſtator, did duly prove, as by the Probate thereof may more fully appear. **And whereas** the ſaid *H. N.* ſometime after the making of his ſaid Will, did depart this Life, having never revoked the ſaid Will, and having no other Iſſue, either born in his Life-time, or after his Deceaſe, ſaving only his ſaid four Daughters: **And whereas** the ſaid *K. N.* Widow and Relict of the ſaid Teſtator, hath agreed to and accepted of the ſaid Rent-charge of 300 *l. per Ann.* in Lieu and Bar of her Dower, or Thirds which ſhe was intitled unto, out of all the ſaid Lands and Tenements of her ſaid late Huſband: **And whereas** divers Controverſies may ariſe upon the ſaid Will, by Reaſon of Part of the ſaid Teſtator's Eſtate being intailed, as aforeſaid, under Colour whereof the ſaid three younger Daughters may claim Title to three Fourths of ſuch Part of the Premiſſes, as are intailed, as aforeſaid, in Co-partnerſhip with the ſaid eldeſt Daughter, to whom all the ſame Premiſſes, together with the ſaid Fee-ſimple Eſtate, is deviſed, as aforeſaid; whereupon ſeveral Suits may ariſe, concerning the Partition or Diviſion of the ſaid intailed Eſtate, which ſaid Partition or Diviſion cannot be made without great Difficulty and Expence, by Reaſon of the ſaid intailed Eſtate lying intermixed and promiſcuous with the Fee-ſimple Eſtate; and the Value of each of the ſaid Eſtates will be conſiderably leſſened, by the ſevering of the one from the other: **And whereas** the Portions of 2500 *l.* a-piece, given by the ſaid Will to the ſaid three younger Daughters, as aforeſaid, are of equal, if not greater Value, than their reſpective Shares would be of the ſaid intailed Eſtate; ſo that the ſaid Will of the ſaid *H. N.* the Teſtator, is for the Benefit of all his ſaid Daughters, but the conteſting of the ſaid Will (if the ſame ſhould hereafter happen) may occaſion very great Suits, Miſchiefs and Inconveniences to the whole Family: **And whereas** the ſaid Portions, given by the ſaid Will to the ſaid three younger Daughters, are by the ſaid Will expreſly given and bequeathed to the ſaid three younger Daughters, upon Condition, that the ſaid three younger Daughters ſhould convey over and extinguiſh their reſpective Rights to the ſaid Lands and Premiſſes, which ſaid Conveyance the ſaid three younger Daughters are as yet incapable of making, by Reaſon of their ſaid Infancy; **Therefore** for the preventing of ſuch Suits, Expences and Inconveniences as may probably happen to the ſaid four Daughters of the ſaid *H. N.* the Teſtator, in caſe the Validity of the ſaid Will be ever hereafter called in Queſtion; **In** moſt humble Manner, your Majeſties moſt obedient Subjects, the ſaid *K. N.* Mother, and one of the Guardians of the ſaid Daughters, and Executrix of the ſaid Will, and the ſaid *R. V. R. S. G. S.* and *T W.* being the Truſtees, and the other Guardians for the ſaid Daughters the Infants, do on the Behalf of the ſaid *A. K. J.* and *M. N.* the Infants, Daughters and Co-heirs of the ſaid *H. N.* the Teſtator, moſt humbly beſeech your Majeſty, that it may be Enacted, **And be it Enacted** by, *&c.* That the ſaid laſt Will and Teſtament of the ſaid *H. N.* the Teſtator, herein before mentioned or recited, and all and every the Clauſes, Articles, Matters and Things therein contained, and all and every the Deviſes, Bequeſts and Limitations thereby made, are hereby confirmed, eſtabliſhed and made good to all Intents and Purpoſes, both in Law and Equity; and that the ſaid Meſſuages, Lands, Tenements and Hereditaments, ſhall from Time to Time be enjoyed under the ſaid Will, diſcharged of the Eſtate-Tail, veſted in the ſaid *H. N.* the Teſtator, by virtue of the ſaid Indenture of Settlement. **Provided** always, That in regard the ſaid Portions of 2500 *l.* a-piece, to the ſaid three younger Daughters of the ſaid Teſtator, may not be ſufficiently ſecured by the ſaid Term of 20 Years, in the Will mentioned, by Reaſon of the Shortneſs thereof; to the Intent therefore, that the ſaid Portions to the ſaid Teſtator's ſaid three younger Daughters, may be fully and effectually ſecured, **Be it therefore further Enacted** by, *&c.* That the ſaid Meſſuages, *&c.* (ſubject only to the ſaid Rent-charge of 300 *l. per Ann.* to the ſaid *K.* the Widow of the ſaid Teſtator) ſhall not only during the Reſt and Reſidue of the ſaid Term of 20 Years, in the ſaid Will mentioned, be liable and chargeable with the raiſing of the ſaid Portions, but likewiſe, that the ſaid Meſſuages, *&c.* ſhall after the Determination of the ſaid Term of 20 Years, (in caſe all the Portions ſhall not before that Time be raiſed and paid) be liable to the raiſing of ſuch Part, and ſo much of the ſaid reſpective Portions, as ſhall not be raiſed and paid, by and out of the

Guardians.

Probate.

H. N.'s Death. Iſſue four Daughters.

The Widow's Agreement in lieu of Dower.

Controverſies may ariſe on Account of the intailed Eſtate.

Eſtates intermixed.

Value of Portions of three younger Daughters.

The Will for the Benefit of all the Daughters is on Condition.

Confirmation of the Will.

Security of the Portions.

ſaid

ſaid Term, until all the ſaid reſpective Portions ſhall be fully and effectually raiſed, paid and ſatisfied; **Saving always**, &c. (other than and except the ſaid *A. J. K.* and *M. N.* Daughters of the ſaid *H. N.* the Teſtator, and their reſpective Heirs, and the reſpective Heirs of their reſpective Bodies; and likewiſe the Heirs of the Body, and the Heirs of the ſaid *H. N.* the Teſtator, and likewiſe the ſaid *K. N.* Widow of the ſaid Teſtator,) all ſuch Right, *&c.* **Provided always**, That nothing herein contained ſhall be conſtrued to impeach, leſſen or any ways avoid the Right, Title, Intereſt, Claim or Demand, of *W. N.* of *H.* in the County of *B.* Clerk, or any other Perſon or Perſons claiming, by, from or under him; any Thing, *&c.* notwithſtanding. Not to avoid a Right, *&c.*

Seventhly, To render Agreements more effectual.

An Act for making more effectual certain Articles of Agreement between Sir G. D. *Bart. and Dame* M. *eldeſt Daughter of Sir* W. B. *Knt. and her Truſtees.*

Whereas in or about the Month of, *&c.* Dame *M.* eldeſt Daughter of Sir *W. F.* of, *&c.* Knt. when ſhe was of the Age of 13 Years, was married to Sir *G. D* of, *&c.* Bart. (then *G. D.* Eſq;) and at that Time about the Age of 15 Years: **And whereas** the ſaid Sir *G. D.* and the ſaid Dame *M.* never cohabited together, neither was there ever any Conſummation of the ſaid Marriage, and ſuch mutual Diſguſts have ariſen towards each other, that there is no Proſpect of any Reconciliation, or of their ever cohabiting together: **And whereas** by Articles of Agreement *Tripartite*, bearing Date, *&c.* made between the ſaid Sir *G. D.* of the firſt Part, the ſaid Sir *W. F.* and *W. F.* Eſq; Son and Heir apparent of the ſaid Sir *W. F.* of the ſecond Part, and the ſaid Dame *M.* of the third Part, *Reciting* (among other Things) That the ſaid Dame *M.* was intitled to the Sum of 1000 *l.* as a Legacy bequeathed to her by the laſt Will of her Uncle the Honourable *C. C.* deceaſed, and that the Sum of 2700 *l.* had been received by her the ſaid Dame *M.* or ſome Perſon in Truſt for her, from the Crown, upon the Account of her being Maid of Honour to her late Majeſty Queen *A.* and that the ſaid ſeveral Sums of 1000 *l.* and 2700 *l.* had been laid out or inveſted by the ſaid Dame *M.* or by her Direction, in publick Funds, in Truſt for her, and for her Benefit; *And likewiſe reciting*, That it was agreed by the ſaid Sir *G. D.* not only to debar himſelf of all Claim or Title, which he might or could have either in his own Right, or in Right of the ſaid Dame *M.* in or to the ſaid Sums of 1000 *l.* and 2700 *l.* but likewiſe that the ſaid Sums of 1000 *l.* and 2700 *l.* as alſo the ſeveral Sums therein after mentioned of 2460 *l.* 6 *s.* 2000 *l.* and 1600 *l.* and all the Produce of the ſaid ſeveral Sums, or of any Part thereof, and all ſuch Real or Perſonal Eſtate as had, or ever was, or ever ſhould come, remain, or deſcend unto, or in Truſt for her, or had been, or ſhould be by any ways acquired by the ſaid Dame *M.* ſhould from Time to Time be injoyed to her ſeparate Uſe, and be at her ſeparate and abſolute Diſpoſal, excluſive of the ſaid Sir *G. D.* his Heirs, Executors and Adminiſtrators; *It is by the ſaid Articles* (among other Things) agreed, that the ſaid Sir *G. D.* and the ſaid Dame *M.* ſhould for ever thereafter live aſunder and apart from each other, and that the ſaid Sir *G. D.* and Dame *M.* ſhould no ways ſue, proſecute or moloſt, or cauſe to be ſued, proſecuted or moleſted, each other, or any other Perſon on the Account of them or either of them, or in reſpect of his or her living ſeparate or apart from each other; and that neither of them ſhould lay Claim to each other's Eſtate, Real or Perſonal, other than as therein and herein after is mentioned and expreſſed; **And** it is by the ſaid Articles alſo covenanted by the ſaid Sir *G. D.* with the ſaid Sir *W. F.* that the ſaid Sir *G. D.* ſhould give Security for the Payment of the ſaid Sum of 2460 *l.* 6 *s.* due from him to the ſaid Sir *W. F.* upon a ſtated Account, and likewiſe of the ſaid Sum of 2000 *l.* ſuch Payments of the ſaid ſeveral Sums of 2460 *l.* 6 *s.* and 2000 *l.* to be made unto the ſaid Sir *W. F.* by the ſaid Sir *G. D.* upon, *&c.* **And** likewiſe the ſaid Sir *W. F.* did thereby covenant to pay unto the proper Hands of his ſaid Daughter, the ſaid Dame *M.* or to ſuch Perſon as ſhe ſhould appoint, the ſaid Sum of 1600 *l.* upon the ſaid —— Day of, *&c.* in caſe the ſaid ſeveral Sums of 2460 *l.* 6 *s.* and 2000 *l.* ſhould be at the ſame Time paid by the ſaid Sir *G. D.* which ſaid ſeveral Sums of 2460 *l.* 6 *s.* and 2000 *l.* ſo to be paid by the ſaid Sir *G. D.* as aforeſaid, and the ſaid Sum of 1600 *l.* ſo to be paid by the ſaid Sir *W. F.* as aforeſaid, and the Produce thereof, are thereby agreed to be for the ſeparate Uſe, and at the ſeparate and abſolute Diſpoſal of the ſaid Dame *M.* excluſive of the ſaid Sir *G. D.* **And** in Conſideration that the ſaid Sir *W. F.* did therein after covenant, that the ſaid Dame *M.* ſhould join with the ſaid Sir *G. D.* in the levying of one or more Fine or Fines of his the ſaid Sir *G. D.*'s Real Eſtate, in Manner as therein after is mentioned, the ſaid Sir *G. D.* did aſſign and transfer unto the ſaid Sir *W. F.* all the ſaid two ſeveral Sums of 1000 *l.* and 2700 *l.* and all and every other Sum and Sums of Money whatſoever, and all the Perſonal Eſtate whatſoever, or of what Nature ſoever, or

Sir *G. D.* married to *M. F.*

Not conſummated.

Mutual Diſguſts.

Articles of Agreement on Separation.

To live apart.

Sir *G. D.* to pay Sir *W. F.* 2460 *l.* 6 *s.* due on Account ſtated, and other Monies.

Sir *W. F.* on Receipt thereof to pay ſame to his Daughter's ſeparate Uſe.

In Conſideration of a Covenant for *M.* to join with Sir *G. D.* in a Fine of his

real Eſtate, he aſſigned her Monies and Perſonal Eſtate.

or whereſoever the ſame were, to which the ſaid Dame *M.* or any Perſon or Perſons in Truſt for her, then was, or were, at any Time thereafter ſhould be any ways poſſeſſed of, or intitled unto; and all the Produce, Intereſt, and Increaſe thereof, or any Part thereof, and all the Eſtate, *&c.* of him the ſaid Sir *G. D.* in, to, or out of the ſaid ſeveral Sums of 1000 *l.* and 2700 *l.* and all and every other Sum and Sums of Money, and perſonal Eſtates thereby aſſigned, or mentioned or intended ſo to be; *To hold* the ſaid ſeveral Sums of 1000 *l.* and 2700 *l.* and all and every other Sum and Sums of Money, and Perſonal Eſtate and Premiſſes, unto the ſaid Sir *W. F.* his Executors, Adminiſtrators and Aſſigns, upon the ſeveral Truſts, and to the Intents and Purpoſes therein after mentioned: **And** the ſaid Sir *G. D.* did alſo by the ſaid Articles for himſelf, his Heirs, Executors and Adminiſtrators, covenant with the ſaid Sir *W. F.* his Executors and Adminiſtrators, that for and notwithſtanding any Act, *&c.* by the ſaid Sir *G. D.* his Executors or Adminiſtrators, to the contrary, the ſaid ſeveral Sums of 2460 *l.* 6 *s.* 2000 *l.* 1600 *l.* 1000 *l.* and 2700 *l.* and all and every ſuch other Sum and Sums of Money and Perſonal Eſtate, and all ſuch Real Eſtate, which the ſaid Dame *M.* or any Perſon or Perſons in Truſt for her, was, or were, or ever ſhould be any ways poſſeſſed or ſeiſed, intereſted in, or intitled unto, ſhould for ever thereafter remain and be in Truſt, for the ſole, ſeparate, peculiar, and abſolute Uſe, Benefit and Diſpoſition of the ſaid Dame *M.* (notwithſtanding her Coverture with the ſaid Sir *G. D.*) and to be diſpoſed of and applied, as ſhe ſhould from Time to Time by Word of Mouth or Writing direct and appoint, in the ſame Manner to all Intents and Purpoſes, as if the ſaid Dame *M.* were a Feme Sole; and that the ſame ſeveral Sums of 2460 *l.* 6 *s.* 2000 *l.* 1600 *l.* 1000 *l.* and 2700 *l.* and all other Sum and Sums of Money, Real and Perſonal Eſtate, or any the Rents, Intereſt, Produce, or Proceed thereof, or any future Eſtate, Real or Perſonal, which ſhould any way be acquired by, or come, deſcend, or any ways whatſoever accrue unto, or in Truſt for the ſaid Dame *M.* or whatſoever Eſtates, Matters, or Things the ſame, or any Part thereof, or the Intereſt or Proceed thereof, or of any Part thereof, ſhould at any Time or Times thereafter be inveſted in, ſhould not be intermeddled withal by the ſaid Sir *G. D.* his Heirs, *&c.* and ſhould not be in any Sort liable to the Acts, Control, Debts, Ingagements, or Incumbrances of the ſaid Sir *G. D.* but that it ſhould and might be lawful to and for the ſaid Dame *M.* notwithſtanding her Coverture with the ſaid Sir *G. D.* from Time to Time, or any Time or Times thereafter, to give, apply, and diſpoſe of the ſame, or any Part or Parts thereof, to any Perſon or Perſons whatſoever, by any Deed, Will or Writing whatſoever, or by Parol or Word of Mouth, at her Will and Pleaſure, in the ſame Manner in every Reſpect, as if the ſaid Dame *M.* were a Feme Sole; and that in caſe the ſaid Dame *M.* ſhould depart this Life in the Life-time of the ſaid Sir *G. D.* or after his Deceaſe, without diſpoſing of ſuch Premiſſes, or any Part thereof; that he the ſaid Sir *G. D.* his Heirs, *&c.* ſhould no ways intermeddle, or make any Claim to the ſame, or any Part thereof, or be any way benefited thereby; nor ſhould after her Deceaſe take out any Letters of Adminiſtration to the ſaid Dame *M.* but ſhould permit and conſent to ſuch Perſon or Perſons taking out Letters of Adminiſtration unto the ſaid Dame *M.* as would have been intitled thereunto, in caſe ſhe the ſaid Dame *M.* had never been married to the ſaid Sir *G. D.* and ſhould alſo permit ſuch Perſon or Perſons to poſſeſs and enjoy the ſaid reſpective Premiſſes, and every Part thereof, as would have been intitled to the ſame reſpective Premiſſes, in caſe the ſaid Dame *M.* had never been married; and that the ſaid Sir *G. D.* his Heirs, *&c.* ſhould and would at any Time hereafter, at the reaſonable, *&c.* of the ſaid Sir *W. F.* his Executors, *&c.* make, do, *&c.* all and every ſuch further and other lawful and reaſonable Act, *&c.* for the further and better Aſſigning, *&c.* of the ſaid Truſt, Monies and Premiſſes, or any Real Eſtate which the ſaid Dame *M.* or any Perſon in Truſt for her, then was, or at any Time thereafter ſhould be ſeiſed of or any ways intitled to, and every Part thereof, and the Rent, *&c.* unto the ſaid Sir *W. F.* his Heirs, *&c.* upon the Truſts aforeſaid, and for the better enabling the ſaid Dame *M.* her Heirs, Executors, Adminiſtrators, Aſſigns and Truſtees, to have, injoy and diſpoſe of the ſaid Truſt, Monies and Premiſſes, and every Part thereof, and the Produce and Proceed thereof, and of every Part thereof, at her own Will and Pleaſure, excluſive of the ſaid Sir *G. D.* his Executors and Adminiſtrators, as by the ſaid Sir *W. F.* his Heirs, *&c.* or by his or their Counſel, *&c.* ſhall be reaſonably deviſed, adviſed or required: **And** that in Conſideration of the ſaid ſeparate Proviſion thereby made to and for the ſaid Dame *M.* as aforeſaid, by and with the Conſent of the ſaid Sir *G. D.* as aforeſaid, the ſaid Sir *W. F.* did thereby covenant with the ſaid Sir *G. D.* that the ſaid Dame *M.* ſhould (at the Requeſt of the ſaid Sir *G. D.*) at any Time or Times thereafter join with him the ſaid Sir *G. D.* his Heirs or Aſſigns, in the levying one or more Fine or Fines of all or any the Real Eſtate, Lands, Tenements and Hereditaments of him the ſaid Sir *G. D.* or wherein he, or any other Perſon or Perſons in Truſt for him, or to his Uſe, was or were, or at any Time thereafter ſhould be ſeiſed of any Eſtate of Freehold or Inheritance in Poſſeſſion, Reverſion or Remainder; And alſo, that ſhe the ſaid Dame *M.* ſhould join in and execute one or more Deed or Deeds, declaring the Uſes of the ſaid Fine or Fines,

To her ſeparate Uſe, *&c.*

M. to join with Sir *G. D.* in levying a Fine, and declaring the Uſes thereof, whereby ſhe may be barred of Dower, *&c.*

whereby all Claims and Pretenſions whatſoever of the ſaid Dame *M.* to any Dower or Thirds out of the ſaid Real Eſtate, to be comprized in the ſaid Fine or Fines, in caſe ſhe ſhould ſurvive the ſaid Sir *G. D.* might be abſolutely barred and extinguiſhed to all Intents, Conſtructions and Purpoſes whatſoever, as fully and effectually as if the ſaid Dame *M.* had never been married to the ſaid Sir *G. D.* or as if ſhe had died in his Life-time. **And it is thereby alſo agreed,** That the ſaid Sir *G. D.* his Heirs, *&c.* and his and their Goods, *&c.* ſhould for ever thereafter be ſaved harmleſs and indemnified from and againſt all Sum or Sums of Money due or owing by or on the Account of the ſaid Dame *M.* and all Suits and Demands by Reaſon thereof, and from all future Claims, Suits and Demands which ſhould be made upon or on the Account of the ſaid Dame *M.* in any Reſpect whatſoever, as by the ſaid Articles of Agreement, Relation, *&c.* **And whereas,** after the Execution of the ſaid Articles, the ſaid Sir *G. D.* in Purſuance thereof, hath paid the ſaid ſeveral Sums of 2460 *l.* 6 *s.* and 2000 *l.* and the ſaid Sir *W. F.* hath alſo paid the ſaid Sum of 1600 *l.* unto the ſaid Dame *M.* his Daughter, or her Order; and the ſaid Dame *M.* has alſo, in Purſuance of the ſaid Articles, joined with the ſaid Sir *G. D.* in the levying of ſeveral Fines of all the Real Eſtate, Lands, Tenements and Hereditaments of him the ſaid Sir *G. D.* and has likewiſe joined in and executed one or more Deed or Deeds declaring the Uſes of the ſaid Fines, whereby all Claims and Pretenſions whatſoever of the ſaid Dame *M.* to any Dower or Thirds out of the ſaid Real Eſtate compriſed in the ſaid Fines, in caſe ſhe ſhall ſurvive the ſaid Sir *G. D.* are barred and extinguiſhed: **And whereas** the ſaid Dame *M.* cannot by virtue of the ſaid Articles have ſuch a Power over her ſaid ſeparate Eſtate, as was intended and agreed ſhe ſhould have, without the Aid of an Act of Parliament; neither can the ſaid Sir *G. D.* without ſuch Aid as aforeſaid, be effectually diſcharged and indemnified from any Demands that hereafter may be made againſt him or his Eſtate, for or in reſpect of the future Maintenance of the ſaid Dame *M.* or of or in reſpect of any Debts which ſhe may hereafter contract; **Wherefore** your Majeſty's moſt dutiful Subjects the ſaid Sir *G. D.* and Dame *M.* and the ſaid Sir *W. F.* and *W. F.* do moſt humbly beſeech your Majeſty that it may be Enacted, **And be it Enacted** by, *&c.* That the ſaid herein before in Part recited Articles, ſo far forth as the ſame relate to the ſecuring the ſeveral Sums herein before mentioned, and the Produce, Intereſt and Increaſe thereof, and of any Part thereof, and all ſuch Real or Perſonal Eſtate (as the ſaid Dame *M.* or any Perſon or Perſons in Truſt for her, now ſeiſed or poſſeſſed of, or at any Time hereafter ſhall be ſeiſed or poſſeſſed of, or hath or ſhall acquire) to her ſeparate Uſe, and in her ſeparate Power, and to be diſpoſed of at her ſeparate Will and Pleaſure, in every Reſpect as if ſhe were a *Feme Sole*, ſhall be and are hereafter made good, ratified and confirmed; as alſo ſuch Part of the ſaid Articles as relates to the indemnifying and ſaving harmleſs of the ſaid Sir *G. D.* his Heirs, Executors and Adminiſtrators, and his and their Goods and Chattels, Lands and Tenements, from and againſt any Debt now contracted, or at any Time hereafter to be contracted, by the ſaid Dame *M.* and from any future Demands at any Time hereafter to be made upon or on the Account of the ſaid Dame *M.* is alſo hereby made good, ratified and confirmed. **And be it alſo further Enacted,** That the ſaid Dame *M.* from henceforth may and ſhall have the ſame and as full and ample Power and Authority, ſeparately and alone, and without the joining of the ſaid Sir *G. D.* to grant, alien, aſſign, ſell, give, deviſe, or by Deed or Will otherwiſe diſpoſe of all or any the ſaid ſeveral Sums of 1000 *l.* 2700 *l.* 2460 *l.* 6 *s.* 2000 *l.* and 1600 *l.* or of any of them, or of any Part of them or any of them, or of the Intereſt and Produce thereof, or of any Part thereof, or of any Effects or Eſtates Real or Perſonal whatſoever, in which the ſame or any of them, or any Part thereof, ſhall at any Time hereafter be inveſted, or of all or any ſuch Real or Perſonal Eſtate whatſoever, which ſhe the ſaid Dame *M.* or any Perſon or Perſons in Truſt for her, now is, or at any Time hereafter ſhall be ſeiſed or poſſeſſed of, or intitled unto, in the ſame Manner in every Reſpect as if ſhe the ſaid Dame *M.* were a Feme Sole, and had never been married: **And further,** That the ſaid Dame *M.* ſhall be from henceforth capable of taking and retaining to, and for her own Uſe, excluſive of the ſaid Sir *G. D.* any Eſtate Real or Perſonal, or any Goods or Chattels whatſoever, in the ſame Manner as if ſhe were a Feme Sole, and had never been married: **And further,** That from henceforth it ſhall and may be lawful for the ſaid Dame *M.* and the ſaid Dame *M.* is hereby enabled in her Name only, to wit, by the Name of Dame *M. D.* and without any further or other Addition, and without the Joining of the ſaid Sir *G. D.* to commence and proſecute any Suit or Action whatſoever, and of what Nature ſoever, in any Court, either in Law or Equity, or to diſcontinue or diſcharge ſuch Suit, or to do any Act in relation to the ſame; and that likewiſe ſhe the ſaid Dame *M.* ſhall from henceforth be liable to be ſued in any Court of Law or Equity alone, and by the Name aforeſaid, and without any Addition, and without the ſaid Sir *G. D.* upon any Account whatſoever, in the ſame Manner as if ſhe were a Feme Sole, and had never been married: **And further,** That the ſaid Dame *M.* notwithſtanding her Coverture, ſhall from henceforth be enabled, and is hereby enabled to make any Contract or Agreement touching any Lands or Tenements, Goods or Chattels, or to contract any

Sir *G. D.* to be ſaved harmleſs from Money owing on Account of *M* and Suits, *&c.*

In Purſuance of the ſaid Articles Sir *G. D.* has paid the Monies to Sir *W. F.* and *M.* has joined in th Fines, *&c.*

Dame *M.* has not the Power as was intended, nor can Sir *G. D.* be indemnified;

Therefore it is Enacted, that the Articles be confirmed.

Power to *M.* alone to diſpoſe of any of her Eſtate which ſhe had or ſhall have as if a Feme Sole.

Power for *M.* to take or retain to her own Uſe any Eſtate Real or Perſonal, as if a Feme Sole.

For *M.* to ſue or be ſued as a Feme Sole.

For *M.* to make any Contract touching any

Lands or Tenements as a Feme Sole.

any Debt, or to make or execute any Security or Securities, Authority or Authorities, or to releaſe or diſcharge any Debt, Covenant or Security, either now due, or which hereafter ſhall or may be due unto or in Truſt for her upon any Account whatſoever, and in every reſpect to act in relation to the ſame, in the ſame Manner as if ſhe were a Feme Sole and had never been married. **And it is likewiſe further Enacted**, That Sir *G. D.* ſhall not at any Time hereafter be liable to any Debt or Demand whatſoever, that may be claimed or had againſt him for or in reſpect of his Marriage with the ſaid Dame *M.* but that ſhe the ſaid Dame *M.* her Heirs, *&c.* ſhall alone be anſwerable for the ſame; neither ſhall the ſaid Sir *G. D.* his Heirs, Executors or Adminiſtrators, be liable to be ſued or proſecuted, troubled or impleaded, in any Court of Law or Equity or Eccleſiaſtical Court whatſoever, for or in reſpect of any Debt, Obligation, Contract, Agreement, or any other Matter or Thing whatſoever contracted, entered into, made or done, or to be contracted, entered into, made or done, by the ſaid Dame *M.* neither ſhall the ſaid Dame *M.* in caſe ſhe ſhall ſurvive the ſaid Sir *G. D.* be dowable or intitled to Dower of any Part of the Real Eſtate which he the ſaid Sir *G. D.* or any other Perſon or Perſons in Truſt for him, now is or at any Time hereafter ſhall be ſeiſed, nor ſhall claim or be intitled to any Part of his Perſonal Eſtate. But the ſaid Dame *M.* her Executors and Adminiſtrators, is, are and ſhall be, and are hereby utterly debarred and excluded from the ſame, in the ſame Manner as if ſhe the ſaid Dame *M.* had never been married to the ſaid Sir *G. D.* And likewiſe in caſe the ſaid Sir *G. D.* ſhall happen to ſurvive the ſaid Dame *M.* he the ſaid Sir *G. D.* his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, ſhall not claim or be intitled to any Part of the Real or Perſonal Eſtate of the ſaid Dame *M.* nor ſhall adminiſter to ſuch Perſonal Eſtate, nor intermeddle with the ſame. But the ſaid Sir *G. D.* his Heirs, *&c.* and every of them, ſhall be, and is, and are hereby barred and excluded from any Right or Claim to ſuch Real or Perſonal Eſtate in every Reſpect, and as fully as if the ſaid Sir *G. D.* had never been married unto the ſaid Dame *M.*

Sir *G. D.* not to be liable to any Debt or Demand that may be claimed againſt him in reſpect of *M.*

M. not to be Dowable of Sir *G. D.* nor be intitled to any Part of his Perſonal Eſtate, but be excluded from the ſame if ſhe ſurvives.

Sir *G. D.* to be excluded from adminiſtring or claiming any Part of her Perſonal Eſtate if he ſurvives.

Eighthly, To add or change Surnames.

An Act for adding the Surname of T. *to the Deſcendants of the Right Honourable* W. *Lord* C. *and* A. *his Wife, ſole Daughter and Heir of* F. T. *Eſquire.*

Marriage of Lord C. and *A. T.*

Whereas a Marriage has lately been had and ſolemnized between the Right Honourable *W.* Lord *C.* Baron *C.* of *H. M.* and *A.* Daughter and ſole Iſſue and Heir of *F. T.* of *T. H.* in the Pariſh of, *&c.* Eſq; and *A.* his Wife; and before the ſame was had, Marriage Agreements and Settlements were made of the reſpective Eſtates of the ſaid *W.* Lord *C.* and *F. T. viz.* one Conveyance by the ſaid Lord *C.* of his ſaid Eſtate, by Indentures of Leaſe and Releaſe, the Leaſe bearing Date, *&c.* and the Releaſe the, *&c.* and made between the ſaid *W.* Lord *C.* of the firſt Part, the ſaid *F. T.* and *A.* his Daughter of the ſecond Part, *W. P. W.* of, *&c.* Eſq; and *A. T.* of, *&c.* Gent. of the third Part, *A. T.* of, *&c.* Eſq; and *C. T.* of, *&c.* Gent. Son and Heir apparent of the ſaid *A. T.* of the fourth Part, the Right Honourable *R.* Lord Viſcount of *C.* in the Kingdom of *Ireland*, and Sir *J. C.* of, *&c.* Knt. of the fifth Part, *G. P.* of, *&c.* Eſq; and *G. C.* of, *&c.* Eſq; of the ſixth Part, and *W.* Lord *S. C. C.* of, *&c.* Eſq; of the ſeventh Part, of the Manors, *&c.* therein particularty mentioned, in the Counties of *B.* and *W.* for the Benefit of the ſaid *A. T.* his intended Wife, and of the Iſſue of the ſaid intended Marriage, in Manner therein mentioned and expreſſed; and for ſettling and aſſuring all and every the Manors, *&c.* to ſuch Uſes and for ſuch Eſtates, and upon ſuch Truſts, and under and ſubject to ſuch Proviſoes, Powers, Limitations and Agreements as are herein limited, declared and expreſſed, of, for or concerning the ſame reſpectively; as by the ſaid Indentures of Leaſe and Releaſe, Relation, *&c.* *And* another Conveyance was made by the ſaid *F. T.* of his ſaid Eſtate, by Indentures of Leaſe and Releaſe, the Leaſe bearing Date, *&c.* and the Releaſe the ſaid, *&c.* and made between the ſaid *F. T.* and *A.* his Wife, and *A.* their Daughter of the firſt Part, the ſaid *W.* Lord *C.* of the ſecond Part, the ſaid *W.* Lord *S.* and *W. B.* of, *&c.* of the third Part, the Honourable *E. S.* of, *&c.* Eſq; and the ſaid *C. C.* of the fourth Part, the ſaid *A. T.* and *J. B.* of, *&c.* Eſq; of the fifth Part, for the ſettling and aſſuring all and every the Manors, *&c.* therein mentioned, to the Uſes, and for the Eſtates, and upon the Truſts, and under and ſubject to the Proviſoes, Powers, Limitations and Agreements therein limited, declared and expreſſed, of, for or concerning the ſame reſpectively; as by the ſaid Indentures of Leaſe and Releaſe, Relation, *&c.* **And whereas** there is in the ſaid laſt mentioned Indenture of Settlement contained a Proviſo, Agreement and Covenant to the Effect following, *viz.* **Provided** and it was by and between the ſaid Parties, by the ſaid laſt mentioned Indenture of Settlement made by the ſaid *F. T.* agreed to be the true Intent and Meaning of them, and of the ſaid

Settlement thereon.

Proviſo to add a Surname.

ſaid Indenture of Settlement, that the Uſes and Eſtates thereby limited to the firſt and every other Son and Sons of the ſaid intended Marriage, and the Heirs Male of their reſpective Bodies were upon this expreſs Condition, That they and every of them, when come to the actual Poſſeſſion and Seiſin of the ſaid Manors, Hereditaments and Premiſſes thereby granted and releaſed, or intended to be thereby granted and releaſed, by virtue of any of the Limitations in the ſaid Indenture of Settlement, freed and diſcharged of and from the ſeveral therein before recited Incumbrances for the Payment of the 20000 *l.* therein before mentioned, and being of the Age of 21 Years or upwards, ſhould add the Surname of *T.* to his and their own Surname of *C.* and take upon him and themſelves the Surname of *C. T.* and ſo ſtile and ſubſcribe his and their Name and Names in all Writings and Evidences; or in caſe any of them ſhould make a voluntary Default in ſo doing, That then, and ſo often, the Uſe and Eſtate by the ſaid Indenture of Settlement limited, as to ſuch Son only, making Default as aforeſaid, ſhould ceaſe and determine in the ſame Manner as if ſuch Perſon ſo voluntarily making ſuch Default, had been naturally dead; and in ſuch Caſe the ſaid Manors, Hereditaments and Premiſſes ſhould go over and remain unto the next Perſon then in Being, who would and ſhould have been intitled to the ſame Premiſſes, in caſe ſuch Perſon who ſhould make ſuch Default as aforeſaid, had been naturally dead; ſo as ſuch Perſon, ſo taking upon ſuch Default as aforeſaid, ſhould comply with the ſaid Condition as to the adding the Surname of *T.* to his and their Surname of *C.* as aforeſaid; and in Default of Iſſue Male of the ſaid intended Marriage, That then the Uſes and Eſtates by the ſaid Indenture of Settlement limited to the firſt and every other Daughter and Daughters of the intended Marriage, and the Heirs Male of their reſpective Bodies, were thereby alſo declared to be upon the like Condition, That they and their reſpective Huſbands, and the Heirs Male of the reſpective Bodies of ſuch Daughter and Daughters, and every of them, when come to the actual Poſſeſſion and Seiſin of the ſaid Manors, Hereditaments and Premiſſes by the ſaid Indenture of Settlement granted and releaſed, or mentioned or intended to be thereby granted and releaſed, by virtue of any of the Limitations aforeſaid, ſhould totally lay aſide their own reſpective Surnames, and take upon themſelves the Surname of *T.* and ſhould ſo ſtile and ſubſcribe her, his and their Name and Names in all Writings and Evidences; and in caſe any of them ſhould make a voluntary Default in ſo doing, that then and in ſuch caſe and ſo often, the Uſe and Eſtate hereby limited to ſuch Daughter and the Heirs Male of her Body, and likewiſe the Eſtate of the Huſband of ſuch Daughter, ſo making Default as aforeſaid, ſhould, as to ſuch Perſon only ſo making ſuch Default as aforeſaid, ceaſe and determine in the ſame Manner as if ſuch Perſon ſo voluntarily making ſuch Default had been naturally dead; and that then and in ſuch caſe, and ſo often, the ſaid Manors, Hereditaments and Premiſſes ſhould go over and remain unto the next Perſon then in Being, who would or ſhould have been intitled to the ſame Premiſſes, in caſe ſuch Perſon who ſhould make ſuch Default as aforeſaid had been naturally dead, ſo as ſuch Perſon who ſhould ſo take upon ſuch Default as aforeſaid, ſhould comply with the ſaid Condition as to the changing of her or their Surname, and taking upon her or them and uſing the Surname of *T.* it being the true Intent and Meaning of the ſaid Indenture of Settlement, and of all the Parties thereunto, that all the Iſſue Male of the ſaid intended Marriage, and the Heirs Male of the reſpective Bodies of ſuch Iſſue Male who ſhould at any Time hereafter be in the actual Poſſeſſion and Seiſin of the ſaid Manors, Hereditaments and Premiſſes thereby granted and releaſed, or mentioned or intended ſo to be, being of the Age of 21 Years or upwards, ſhould for ever hereafter be called and bear the Surname of *C. T.* and that all the Daughters of the ſaid intended Marriage, and their Huſbands, and the Heirs Male of the reſpective Bodies of ſuch Daughters who ſhould at any Time hereafter become actually ſeiſed or poſſeſſed of the ſaid Manors, Hereditaments and Premiſſes thereby granted and releaſed, or mentioned or intended ſo to be, being of the Age of 21 Years or upwards, ſhould for ever hereafter be called and bear the Surname of *T.* And in Regard ſome Diſputes might hereafter ariſe touching the Validity of the ſaid Limitations over of the ſaid Manors, Hereditaments and Premiſſes, in caſe of Failure of the taking of the ſaid Surname of *T.* for the Prevention whereof, and for the rendring the more effectual the Agreement and Intention of all the ſaid Parties, the ſaid *W.* Lord *C.* in Conſideration of the ſaid intended Marriage and Marriage Portion, and Settlement, made by the ſaid *F. T.* as aforeſaid, *did* for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *F. T.* his Heirs, Executors and Adminiſtrators, that he the ſaid *W.* Lord *C.* ſhould and would (after the Solemnization of the ſaid intended Marriage) at his own proper Coſts and Charges, procure an Act of Parliament for the eſtabliſhing and confirming of the Surname of *C. T.* to all ſuch Iſſue Male of the ſaid intended Marriage who ſhould be in the actual Poſſeſſion and Seiſin of the ſaid Manors, Hereditaments and Premiſſes by the ſaid Indenture of Settlement granted and releaſed, or mentioned or intended ſo to be, and being of the Age of 21 Years or upwards, and of the Surname of *T.* to all and every the Daughters of the ſaid intended Marriage and their reſpective Huſbands, and Heirs Male of the reſpective Bodies of ſuch Daughters who ſhould by virtue of the ſaid Indenture of Settlement be in the actual Poſſeſſion and Seiſin of the ſaid Manors,

Covenant to procure an act of Parliament for the ſame.

Manors, Hereditaments and Premiſſes thereby granted and releaſed, or mentioned or intended ſo to be, being of the Age of 21 Years, according to the true Intent and Meaning of the ſaid Proviſo or Condition and Agreement, and ſubject to ſuch Forfeitures in caſe of a Default in taking the Surname of *T.* as aforeſaid. **And to the End** the ſaid Proviſion ſo intended and agreed as aforeſaid may be made effectual, may it pleaſe your Majeſty (at the humble Suit of your dutiful and loyal Subject *W.* Lord *C.*) That it may be Enacted, **And be it Enacted** by, *&c.* That the ſaid Proviſo, Agreement and Covenant be, and the ſame is hereby confirmed, (purſuant and according to the ſaid Proviſo, Agreement and Covenant) That the firſt and other Sons of the ſaid *W.* Lord *C.* on the Body of the ſaid *A.* his Wife begotten or to be begotten, and the Heirs Male of every of them reſpectively and ſucceſſively, ſhall take upon him and them and be called and known by the Surname of *C. T.* and in Failure of ſuch Iſſue Male, that the firſt Daughter, and all and every the Daughters and their Huſbands, and the Heirs Male of the Body and Bodies of ſuch Daughter and Daughters who ſhall (by virtue of ſuch Settlement as aforeſaid) be in Poſſeſſion of the ſaid Manors, Hereditaments and Premiſſes, being of the Age of 21 Years reſpectively, ſhall take upon them reſpectively and ſucceſſively the Surname of *T.* and be called and known by the Surname of *T.* according to the true Intent and Meaning of the ſaid Proviſion and Agreement; ſubject nevertheleſs to ſuch Forfeiture, in caſe of a wilful Default in taking the Surname of *T.* as is before mentioned. **Provided always, and it is hereby further Enacted and Declared** by the Authority aforeſaid, That the ſaid Alteration to the Surname of *T.* or Addition of the Surname of *T.* to the Surname of *C.* ſhall not in any Sort deſtroy, prevent or prejudice the Deſcent of any Lands, Tenements or Hereditaments, which the ſaid firſt and other Son or Sons, or any other Perſon or Perſons as ſhall take upon him or themſelves the Surname of *T.* by virtue of the ſaid Indenture or Settlement, are or may be intitled unto by the Name of *C.* or deſtroy or prevent, or prejudice any Right or Title to him, them or any of them, accrued or to accrue, either Real or Perſonal, by any Purchaſe, Limitation, Deviſe, Gift or Bequeſt, by the Name of *C.* in any wiſe howſoever, but that he, they and every of them, ſhall and may have and take all ſuch Benefit and Advantage by ſuch Deſcent, Purchaſe, Limitation, Deviſe, Gift or Bequeſt, as they or any of them might have done if this Act had not been made; any Thing in this Act contained to the contrary thereof in any wiſe notwithſtanding.

Confirmation of the Proviſo, Agreement and Covenant.

This Act not to hinder Deſcents in the former Name.

An Act to enable S. P. *to change his Name of* P. *to* S. *according to the Will of* J. S. *Eſq; deceaſed.*

J. S.'s Will. **Whereas** *J. S.* late of the Iſland of *M.* in Parts beyond the Seas, Eſq; deceaſed, did make and publiſh his laſt Will and Teſtament, bearing Date, *&c.* (proved in the High Court of Chancery) and *did* thereby give, deviſe and bequeath, *All* that his Plantation or Plantations, Meſſuages, Tenements, Dwelling-houſes, Out-houſes, Mills, Stills, Coppers, Negroes, and all other the Appurtenances whatſoever thereunto belonging in the ſaid Iſland of *M.* and alſo all his Eſtate, *&c.* both in Law and Equity, in Poſſeſſion, Reverſion or Remainder, of, in or to all that the Manor of *B.* and *S.* in the County of *S.* with all the Rights, *&c.* then held and poſſeſſed by *M. S.* Widow and Relict of *T. S.* then late of *B.* in the County of *S.* Eſq; deceaſed, and all other his Meſſuages, *&c.* unto his Nephew and Godſon *S. P.* Son of *S. P.* of *A.* Gent. by *E.* his Siſter, and to the Heirs Male of the Body of the ſaid *S. P.* lawfully begotten or to be begotten; and for Default of ſuch Iſſue, to the ſecond Son of the ſaid *S. P.* by the ſaid *E.* his Siſter, and to the Heirs Male of the Body of ſuch ſecond Son lawfully begotten or to be begotten; and for Default of ſuch Iſſue, to the third Son of the ſaid *S. P.* by the ſaid *E.* his Siſter lawfully begotten or to be begotten, and to the Heirs Male of the Body of ſuch third Son, and ſo to the fourth, *&c.* Sons of the ſaid *S. P.* by the ſaid *E.* his Siſter lawfully begotten or to be begotten, and to the Heirs Male of the Body of ſuch Son or Sons; the eldeſt of, *&c.* to be preferred, *&c.* ſubject nevertheleſs to the Reſervations, Proviſoes and Conditions therein after mentioned, limited and declared; and for want of ſuch Iſſue, then to remain to the right Heirs of him the ſaid *J. S.* for ever. **Provided always**, and his Will and Meaning nevertheleſs was, and the ſaid Gift, Deviſe and Bequeſt, by him therein before made of his ſaid Manors, *&c.* unto his ſaid Nephew *S. P.* and the Heirs Male of his Body, with the ſaid other Remainders over, in Manner as therein before is mentioned, was upon Condition, and with and under the Reſtrictions and Reſervations therein after mentioned, (that is to ſay) That his ſaid Nephew *S. P.* or in caſe of his Death the next Heir Male, who by virtue of his ſaid Will ought to inherit the ſaid Manors, *&c.* with the Appurtenances, do and ſhall, within the Space of three Years next after Notice ſhall be given to him of the Deceaſe of the ſaid *J. S.* the ſaid Deviſor, and of his ſaid Will, by ſuch Ways and Means, and in ſuch ſufficient Manner, as ſhould be deviſed by virtue of the Authority of the then

Proviſo to change a Name.

then next, or ſome enſuing Parliament that ſhould be holden for the Kingdom of *Great Britain* within that Time, change and alter his preſent Surname of *P.* unto the Name of *S.* and ſo and in ſuch Manner that he, his ſaid Nephew, and the Heirs Male of his Body, and all other Perſon and Perſons who by virtue of his ſaid Will ſhould and ought to enjoy the ſaid Manors, *&c.* with the Appurtenances, ſhould at all Times for ever then after be called by, and hold and uſe the Surname of *S.* only: **Provided likewiſe**, that if it ſhall happen that his ſaid Nephew, or the next Heir Male, who by virtue of his ſaid Will ought to inherit the ſaid Manors, *&c.* ſhould neglect or refuſe by the Time aforeſaid, by ſuch ſufficient Ways and Means ſo to alter and change his and their Surnames from *P.* to *S.* only; that then he willed, that all and every his ſaid Manors, *&c.* ſhould deſcend, remain and come to his right Heir for ever, to whom in ſuch Caſe the ſame is thereby given, as by the ſaid Will may appear: After the making of which ſaid Will, *viz.* about the, *&c.* he the ſaid *J. S.* the Teſtator died at *P.* in the Iſland of *M.* **Wherefore**, to the Intent to perform and comply with the Terms and Condition of the ſaid Will, and that the ſaid laſt Will of the ſaid *J. S.* may be of Effect in all Things in Relation to the changing of the Surname of *P.* to the Surname of *S.* by all Perſons claiming by or under the ſame, according to the true Intent and Meaning of the Deviſor; May it therefore pleaſe your moſt excellent Majeſty, at the humble Petition of your ſupplicant *N. C.* of *L.* Merchant, on Behalf of the ſaid *S. P.* an Infant under the Age of 21 Years, that it may be Enacted, **And be it Enacted** by, *&c.* That the Surname of the ſaid *S. P.* ſhall be and is hereby changed and altered into the Name of *S.* and that he, and the Heirs Male of his Body, and all other Perſon and Perſons who, by virtue of the ſaid laſt Will of the ſaid *J. S.* ſhall and ought to enjoy the ſaid Manors, Plantations, Meſſuages, Tenements, Lands, Hereditaments and Premiſſes, with the Appurtenances, ſhall at all Times hereafter for ever be called by and hold and uſe the Surname of *S.* only, and that the ſaid *S. P.* be from henceforth called by the Name of *S. S.* And that this preſent Act ſhall be and is hereby declared to be a Compliance with and Performance of the Terms and Conditions of the ſaid Will, in relation to the changing of the ſaid Surname; **Saving**, &c. (other than and except ſuch Perſons that ſhall claim or pretend to claim, for or under any pretended Breach of the ſaid Condition, or any Neglect or Omiſſion in the Performance thereof) all ſuch Right, *&c.*

Enacted, that the Surname of *P.* ſhall be altered into *S.*

Form of a Conſent to the paſſing a Bill.

I Do conſent to the paſſing of this Bill.

N. C.

Witneſs
C. L.

Another.

21 *January* 1746.

WE whoſe Names are here under-written have ſeen and peruſed this Copy of a Bill, and do give our Conſent to the Proſecution of the Bill, whereof this is a Copy.

N. L. E.
N. N. O.
R. B.

Affidavits.

That the Grantor is lawfully ſeiſed, that no Leaſe, &c. *is granted out of the Premiſſes,* (*except,* &c.) *and that no Act is done to incumber.* (1.)

C. B. of, *&c.* Gent. maketh Oath, That for and notwithſtanding any Thing he knows, believes, hath heard or done to the contrary, he was, at the Time of the Enſealing and Delivery of the Indenture herein after mentioned, lawfully and rightfully ſeiſed to him and his Heirs, of a good and abſolute Eſtate of Inheritance in Fee-Simple, of and in the Meſſuages, Lands, Tenements and Hereditaments, mentioned and expreſſed to be granted and releaſed by the ſaid *C. B.* and *A. B.* (his Mother) to *G. B.* herein after mentioned, and his Heirs, in and by one Indenture bearing Date, *&c.* and made or mentioned to be made between

between the ſaid *C. B.* and *A. B.* Widow and Relict of *A. B.* late of, *&c.* Gent. deceaſed, and Mother of the ſaid *C. B.* of the one Part, and *G. B.* of, *&c.* of the other Part, and that he the ſaid *C. B.* hath not, nor doth know, believe or hath heard that any other Perſon or Perſons have or hath granted any Leaſe, Rent, Intereſt or Eſtate, of, in, to or out of the ſaid Meſſuages and Tenements, Hereditaments and Premiſſes, or any Part thereof, (except as in the ſame Indenture is excepted), and that he hath not, nor any other Perſon or Perſons to his Knowledge or Belief have or hath entered into, acknowledged or confeſſed any Statute, Recognizance or Judgment, or given any Warrant or Authority to acknowledge or confeſs any Statute, Recognizance or Judgment, or done or ſuffered any Thing whereby the ſaid Meſſuages, Lands, Tenements and Hereditaments, or any of them, are or may be any Ways affected or incumbred, or whereby the ſaid *C. B.* is Debtor or accountable to, or liable to the Suit or any Proceſs of or for the King, his Heirs or Succeſſors, or done or ſuffered any Act, Matter or Thing whatſoever, whereby the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, or any Part thereof, is, are, ſhall or may be impeached, charged or incumbred in any wiſe howſoever, (except as aforeſaid.)

Sworn at —— *this* —— *Day of* —— 1747, *before me*

A. B.

The like with Exceptions.

[And if there are any Exceptions, ſay in this Manner:]

——Incumbered in any wiſe howſoever; **Other than and except** ſuch Eſtates and Terms of Years and Eſtates in Fee, as in the before recited Indenture are mentioned and expreſſed; **And other than and except** ſuch *Judgments* as are mentioned and expreſſed in and by one other Indenture *Quinquepartite*, dated, *&c.* and made or mentioned, *&c.* between, *&c.* **And other than and except** a certain Recognizance in the Nature of a *Statute Staple*, entered into by the ſaid *C. B.* ſince the —— Day of ——, of the penal Sum of —— *l.* defeazanced on Payment of —— *l.* only, with Intereſt for the ſame; **And other than and except** a yearly *Rent Charge* of —— *l.* **And other than and except** a certain *Tenth* or yearly Fee-Farm Rent of 8 *l.* or under, and except the Rents and Services of the Premiſſes, not exceeding —— *l. per Annum.*

* *Sworn*, &c.

(3.) *That an Eſtate conveyed by Bargain and Sale inrolled, is free from Incumbrances.*

E. E. of, *&c.* Widow, and *T. E.* of, *&c.* Gentleman, each of them for her and himſelf ſeverally make Oath, That **All** thoſe, *&c.* called, *&c.* ſituate, *&c.* now bargained, ſold and conveyed, or mentioned to be bargained, ſold and conveyed by and from *S. W.* of, *&c. T. G.* of, *&c.* the ſaid *E. E. T. E. E. E.* of, *&c. R. P.* of, *&c.* and *A.* his Wife, and *J. P.* of, *&c.* and *M.* his Wife, to *J. F.* of, *&c.* Eſq; and his Heirs, by Indenture of Bargain and Sale, bearing Date, *&c.* and inrolled, or intended to be inrolled, in the High Court of Chancery, now are, and were at the Time of the Sealing and Delivery of the ſaid Indenture, and ſo ſhall continue, free and clear of and from all and all Manner of former and other Bargains, Sales, Gifts, Grants, Releaſes, Statutes, Recognizances, Judgments, Eſtates, Acts, Titles, Debts and Incumbrances whatſoever, had, made, committed or done by the ſaid *E. E.* and *T. E.* or either of them, or by *C. E.* Father of the ſaid *T. E.* and *W. E.* Brother of the ſaid *T.* or any other Perſon or Perſons whatſoever, to her or his Knowledge, or by her or his

* *Note*; Theſe Affidavits are uſually ſworn before a Maſter in Chancery. But a modern Author ſays that "Tho' "ſuch Affidavits are ſometimes made, yet I (ſays he) don't think they ought to be encouraged, for no Perſon has "Power to adminiſter the Oath, neither can the Party be indicted for Perjury if the Affidavit be untrue, and there- "fore it is taking an Oath in vain" However, as the moſt eminent Conveyancers have thought it expedient to make Uſe of ſuch Affidavits, this Work would have ſeemed imperfect without the Forms of them: And if they are neceſſary to prevent Frauds in the ſecuring Men's Properties juſtly acquired, 'tis Pity (unleſs Deeds relating to Eſtates were to be regiſtered in every County as well as in *Middleſex* and *Yorkſhire*) but that a proper Perſon ſhould be veſted with the Power of adminiſtring ſuch Oath, which a Maſter in Chancery (tho' the likelieſt Perſon) ſeems not to have when the Parties *are not before the Court*, no Suit being depending; but how little ſoever they are binding in Law, they muſt be therefore binding to Men's Conſciences, and ſo far *not in vain*.

Order,

Order, Means, Authority, Conſent or Procurement, except the ſeveral Mortgages mentioned in the ſaid Indenture of Bargain and Sale.

E. E.
Both Sworn, &c. *T. E.*

The like, and that a Perſon is dead without Iſſue. (4.)

S. H. of, *&c.* and *H. H.* of, *&c.* make Oath, That whereas theſe Deponents have by Indenture of Leaſe bearing Date, *&c.* and by Indenture of Releaſe and Bargain and Sale, intended to be inrolled, bearing Date reſpectively the, *&c.* abſolutely ſold and conveyed unto and to the Uſe of *R. J.* of *L.* and his Heirs, **All** that, *&c.* ſituate, *&c.* with their Appurtenances, **Theſe** Deponents, each of them for himſelf, and not the other for the other, nor for the Act of the other, *Do* ſeverally and ſolemnly make Oath, that they theſe Deponents, or either of them, do not know of any Incumbrance upon or affecting the ſame Premiſſes, ſaving only the Quit-Rent payable out of the ſame Premiſſes, not exceeding ——— *l. per Ann.* and ſaving only a Mortgage made by the ſaid *H. H.* to the ſaid *S. H.* of Part of the Premiſſes, by Indenture dated the —— Day of —— in the Year of our Lord 17—, for the Term of 500 Years, for ſecuring the Sum of ——— and Intereſt; **Neither** have theſe Deponents, or either of them, made any other Mortgage or Incumbrance of or upon the Premiſſes, or any Part thereof, that does any ways incumber or affect the ſame Premiſſes, or any Part thereof, ſaving as aforeſaid: **And** that *T. H.* and *W. H.* Sons of *D. H.* deceaſed, and Uncles to the ſaid *H. H.* are both dead without Iſſue.

Peruſed and ſettled by *W. W.*

By a Man and his Wife, that the Premiſſes by them conveyed by Leaſe and Releaſe are free from Incumbrances, except the Mortgages, &c. *therein mentioned.* (5.)

D. L. of, *&c.* and *S.* his Wife, make Oath and ſay, That the ſeveral Meſſuages, Lands and Premiſſes lying in *W.* in the County of *S.* which theſe Deponents by Indenture of Leaſe and Releaſe bearing Date reſpectively the 19th and 20th Days of *July* laſt paſt, did grant, bargain, ſell, alien, releaſe and confirm unto *T. V.* of *T.* in the County of *M.* Eſq; are, for and notwithſtanding any Act, Matter or Thing whatſoever, done, ſuffered, committed or executed by theſe Deponents, or either of them, or *R. K.* late of *W.* aforeſaid, Clothier, deceaſed (Father of this Deponent *D. L.*) free and clear and freely and clearly acquitted, exonerated and diſcharged of and from all and all Manner of Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever, Other than and except the ſeveral Mortgages, Aſſignments and other Deeds of Securities mentioned and excepted in and by the aforeſaid Indenture of Releaſe; and that there is no Settlement made of the aforeſaid Meſſuages, Lands and Premiſſes lying in *W.* aforeſaid, by this Deponent *D. L.*

D. L.
Both ſworn, &c. *before* *S. L.*
H. L.

That a Mortgagor has done no former Act to incumber the Premiſſes, nor granted any Leaſes, &c. *Except*, &c. (6.)

A. B. of, *&c.* maketh Oath, that he this Deponent, or any other Perſon or Perſons to his Knowledge or Belief, hath not, nor have entered into, acknowledged, confeſſed or become bound in any Statute, Recognizance, Judgment or Obligation to any Perſon or Perſons, or made any Mortgage or other Incumbrance, or done, committed or ſuffered any Act, Matter or Thing whatſoever, whereby the Manor of *B. &c.* ſituate, *&c.* or any of them, or elſewhere, in the ſaid County of *C.* which by Indenture of Releaſe bearing Date, *&c.* and made or mentioned to be made between him this Deponent and *D.* his Wife and *E. A.* of the one Part, and *F. F.* of, *&c.* of the other Part, are and were granted, conveyed, limited and appointed, or mentioned or intended to be granted, *&c.* unto and to the Uſe of the ſaid *F. F.* his Heirs and Aſſigns, ſubject to ſuch Proviſo of Redemption as in the ſame Indenture of Releaſe is in that Behalf contained, or any of them, or any Part or Parcel thereof, is, are, ſhall or may be impeached, charged or incumbred in any wiſe howſoever, (except as in the ſaid Indenture of Releaſe is mentioned); **And** that he this Deponent, or any other Perſon or Perſons to his Knowledge or Belief, or by or with his Conſent, Privity, Direction or Appointment, hath

hath not, nor have granted any Leaſe, Rent, Intereſt or Eſtate of, in, to or out of the ſaid Manor, &c. or any of them, or any Part thereof, except before excepted, and except Leaſes to the Tenants of the Premiſſes, or any Part thereof, at and under the improved yearly Rents, or whereupon the uſual and accuſtomed Rents and Services are reſerved.

(7.) *Upon making a Mortgage, That the Premiſſes are free from former Incumbrances, excepting Leaſes, &c. therein mentioned, and that the Premiſſes are let at ſuch Rents, to the Amount of ſuch a Sum* per Annum, *and that the Premiſſes are of ſuch a yearly Value.*

G. V. of, &c. Eſq; maketh Oath, That all that Capital Meſſuage or Manor-houſe, and the ſeveral other Meſſuages, Lands, Tenements and Hereditaments particularly mentioned in a certain Indenture *Tripartite* bearing even Date herewith, and made or mentioned to be made between the ſaid *G. V.* (by ſuch other Addition as therein mentioned) and *M. V.* the Wife of the ſaid *G. V.* (by ſuch other Addition as therein alſo mentioned) of the firſt Part, *M. E.* of, &c. of the ſecond Part, and *J. B.* of, &c. of the third Part, and which by the ſame Indenture are, or are intended to be bargained, ſold, aſſigned, limited, ratified and appointed by them the ſaid *M. E.* and *G. V.* unto the ſaid *J. B.* his Executors and Aſſigns, for the Reſidue of a Term of 99 Years therein mentioned, for ſecuring to him and them the Payment of the Principal Sum of 2000 *l.* and Intereſt, in ſuch Manner as therein is expreſſed, now are, and every Part thereof now is, free and clear of and from all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leaſes, Mortgages, Jointures, Dowers, Settlements, Annuities, Judgments, Statutes, Recognizances, Charges and all other Incumbrances whatſoever, had, made, done, limited or ſuffered by them the ſaid *G. V.* and *M.* his Wife, or either of them, or any of the Anceſtors of her the ſaid *M.* to the beſt of his Knowledge and Belief (other than and except Leaſes let or agreed to be let to Tenants of Part of the ſaid Premiſſes for Lives and Terms of Years at ſuch Rents as in the ſaid Indenture are mentioned; and alſo except ſuch other Incumbrances as in the ſame Indenture are alſo mentioned): And the ſaid *G. V.* further maketh Oath, that the ſaid ſeveral Meſſuages, Lands, Tenements and Hereditaments, compriſed in the ſaid Indenture and thereby aſſigned, limited and ratified as aforeſaid, are now let or agreed to be let at the ſeveral yearly Rents therein mentioned, amounting to 166 *l. per Ann.* Which with the Manſion-Houſe, Lands and Hereditaments thereunto belonging, computed to be of the yearly Value of 40 *l.* makes in the Whole the Premiſſes to be of the yearly Value of 206 *l.* or thereabouts, as in the ſame Indenture are alſo particularly mentioned and expreſſed, (publick Taxes only excepted.)

(8.) *The like, wherein the Mortgage is more fully recited.*

Whereas by Indentures of Leaſe and Releaſe, bearing Date, &c. now laſt paſt, the Releaſe being *Tripartite*, and made between *E. S.* Widow, (by ſuch Addition and Deſcription as therein mentioned) and *F. S.* (by ſuch other Addition and Deſcription as therein alſo mentioned) of the firſt Part, *T. A.* of, &c. of the ſecond Part, and *E. J.* of, &c. of the third Part, In Conſideration of the Sum of 1500 *l.* in the ſaid Indenture of Releaſe mentioned to be paid to the ſaid *F. S.* by the ſaid *T. A.* He the ſaid *F. S.* hath granted and releaſed, and the ſaid *E. S.* hath ratified and confirmed unto and to the Uſe of the ſaid *T. A.* and his Heirs, by way of Mortgage in Fee, all that, &c. and now or late in the Occupation of *E. B.* at the yearly Rent of 51 *l.* 10 *s.* alſo another Meſſuage, &c. now or late in the Occupation of *T. N.* at the yearly Rent of 72 *l.* alſo ſeveral other Lands, &c. now or late in the Occupation of *W. M.* at the yearly Rent of 158 *l.* 18 *s.* and alſo all thoſe, &c. near the *King's Head* in *T.* aforeſaid, in the Poſſeſſion of, &c. at and under the yearly Rent of 23 *l.* (amounting in the whole to 305 *l.* 8 *s. per Annum*) Subject nevertheleſs to ſuch Redemption as in the ſaid Indenture of Releaſe is mentioned; Now he the ſaid *F. S.* Doth hereby make Oath that the ſaid ſeveral Meſſuages, &c. herein before mentioned, and ſo by him conveyed by way of Mortgage to the ſaid *T. A.* as aforeſaid, are now *bona fide* let at the yearly Rents above mentioned, amounting in the whole to the ſaid Sum of 305 *l.* 8 *s. per Annum*, and that the ſaid Premiſſes are of the ſame yearly Value, clear of all Deductions whatſoever (the Land Tax and neceſſary Repairs only excepted.) And the ſaid *F. S.* Doth hereby further make Oath, That he, this Deponent hath not done or committed, or conſented to be done or committed, any Act, Matter or Thing whatſoever, by Mortgage, Judgment, Statute, Recognizance or otherwiſe howſoever, whereby or wherewith the ſaid Manor, Meſſuages, Lands, Tenements and Hereditaments, ſo by him conveyed to the ſaid *T. A.* as aforeſaid, or

any Part thereof, are or is, or ſhall or may be charged, impeached or incumbered in Title, Charge, Eſtate or otherwiſe howſoever, (the ſaid Mortgage ſo made to him the ſaid *T. A.* thereof as aforeſaid, only excepted.)

That the Premiſſes contained in a Leaſe which is loſt, are free from Incumbrances. (9.)

WHereas, &c. *(Recital of the Leaſe)* And whereas the ſaid *A. B.* hath granted and aſſigned all his Eſtate and Intereſt in the ſaid Part recited Leaſe and Premiſſes therein contained, unto *H.* Lord *B.* and foraſmuch as the ſaid original Leaſe is loſt or miſlaid, and cannot be now produced; and to the Intent that the ſaid *H.* Lord *B.* may be ſatisfied that the ſaid Leaſe is not mortgaged, nor the Premiſſes therein contained any wiſe incumbered, the ſaid *A. B.* maketh Oath, that he this Deponent hath not mortgaged the ſaid Leaſe, nor depoſited the ſame with any Perſon or Perſons, for any Debt, Pledge or otherwiſe, nor any wiſe incumbered the ſaid Premiſſes; neither does he this Deponent know in whoſe Hands, Cuſtody or Power the ſame Leaſe now is; and in caſe he this Deponent ſhall at any Time find or recover the ſaid Leaſe, that then he will deliver the ſame as whole, uncancelled and undefaced as when found or recovered to the ſaid *H.* Lord *B.* or to his Steward, for his the ſaid *H.* Lord *B.*'s Uſe and Benefit.

Sworn, &c. *A. B.*

That an Eſtate agreed to be conveyed by two Coheirs is free from Incumbrances.

R. R. and *M. R.* both of —— Spinſters, ſeverally make Oath that neither they, nor either of them, have or hath, at any Time before the making of this Affidavit, granted, bargained, ſold, aliened or otherwiſe, All that, *&c. (the Parcels)* which now are agreed to be ſold and conveyed unto *T. W.* of —— but that the ſaid —— are at the Time of making this Affidavit, free and clear of and from all Manner of Grants, Bargains, Sales, Leaſes, Judgments, Troubles and Incumbrances whatſoever, had, made, done or ſuffered by them the ſaid *R. R.* and *M. R.* or either of them, to any Perſon or Perſons whatſoever.

Sworn, &c. *R. R.*
M. R.

Of the Purchaſe of a Papiſt's Eſtate, conveyed by Deeds inrolled in Chancery, in order to be diſcharged of double Taxes.

C. B. of —— maketh Oath, That Sir *T. W.* of —— Bart. hath purchaſed of the Right Honourable *L. M.* the Manor or Lordſhip of —— *&c.* and this Deponent further maketh Oath, that all and ſingular the before mentioned Manors and Premiſſes are by one Indenture, bearing Date the —— laſt paſt, and by one other Indenture of Bargain and Sale, dated the —— (both which ſaid Indentures are inrolled in the Honourable and High Court of Chancery) *bona fide* granted and conveyed by the ſaid *L. M.* and his Truſtees to the ſaid Sir *T. W.* and his Heirs for ever.

Sworn the —— Day of —— before me (a Maſter in Chancery.) *C. B.*

On the Separation of a Partnerſhip, that the one has not defrauded the other.

A. B. of, *&c.* makes Oath, that he this Deponent has not at any Time during the Partnerſhip between him and Mr. *C. D.* of, *&c.* taken, uſed, converted, imployed or diſpoſed of any the Monies, Goods or other Things belonging to the Joint Stock or Partnerſhip between them, to or for his own private, ſeparate or particular Uſe, nor for any Uſe, Purpoſe, Buſineſs or Imployment whatſoever, directly or indirectly, other than in and for the Buſineſs and Advantage of the ſaid Joint Trade and Partnerſhip (except what is charged in the Books of the ſaid Trade, to be taken out of the Caſh thereof by him this Deponent, and about 10*l.* more taken out for his Expences on Account of the ſaid Trade) except the Weekly Sum of —— *l.* taken out for his own Uſe: And that he this Deponent has not uſed any private or indirect Methods during the ſaid Partnerſhip, to take away or conceal, nor that any other Perſon

or Perſons to his Knowledge, or with his Conſent or Privity hath had, taken away or concealed any Monies, Goods or Things belonging to the ſaid Joint Trade; nor that he this Deponent, nor any other Perſon to his Knowledge or with his Conſent or Privity has at any Time defrauded his ſaid Partner *C. D.* in any Matter or Thing belonging to the ſaid Partnerſhip between them; but that he this Deponent hath been juſt and honeſt in all Matters and Things relating to the ſaid Joint Trade and the Tranſactions thereof, to the beſt of his Judgment and Knowledge.

Sworn, &c.

Of the Execution of a Bargain and Sale.

A B. of, *&c.* maketh Oath, that he this Deponent was preſent, and did ſee *E. F.* duly ſign, ſeal, and as his Act and Deed deliver, one Indenture of Bargain and Sale, bearing Date, *&c.* and mentioned to be made between, *&c.* and this Deponent did accordingly ſubſcribe his Name as a Witneſs thereto, and this Deponent did alſo ſee *J. K.* ſubſcribe his Name as a Witneſs to the due Execution thereof. And this Deponent ſaith, That the Name *E. F.* ſubſcribed againſt the Seal of the ſaid Indenture or Deed is of the proper Hand Writing of the ſaid *E. F.* And that the Names of this Deponent and the ſaid *J. K.* ſubſcribed as Witneſſes to the Execution thereof, are of the proper Hand Writings of this Deponent and the ſaid *J. K.*

Of the Execution of an Aſſignment of Exchequer Annuities.

E. W. a Clerk to *R. W.* of the *Inner Temple*, *London*, Eſq; maketh Oath, That he this Deponent was preſent at the Execution of, and ſaw *M. W.* of, *&c.* (now *M. R.* being ſince married) duly ſign, ſeal and deliver an Indenture *of Aſſignment to* T. L. of, *&c.* and *T. G.* of, *&c.* bearing Date, *&c.* of ſeveral Tallies, and two Exchequer Orders, N° 371. and 2117. both made out on the 3700 *l. per* Week, payable out of the Exciſe; the firſt of which Orders is dated the, *&c.* and the other of them is dated the, *&c.* each of them for Payment of —— Pounds *per Annum*, for the ſeveral Terms of 99 Years, commencing and payable as in the ſaid ſeveral Orders are mentioned; the firſt of which ſaid Orders is made purſuant to an Act of Parliament paſſed in the ſecond Year of the Reign of her late Majeſty Queen *Anne*, intitled, (An Act for granting an Aid to her Majeſty for carrying on the War, and other her Majeſty's Occaſions, by ſelling Annuities at ſeveral Rates, and for ſuch reſpective Terms or Eſtates as are therein mentioned;) and the other of the ſaid Orders is made out purſuant to another Act of Parliament paſſed in the third Year of her ſaid Majeſty's Reign, intitled, (An Act for raiſing Monies by the Sale of ſeveral Annuities for carrying on the preſent War.) And this Deponent further ſaith, that he indorſed his Name on the Back of the ſaid Indenture of Aſſignment as a Witneſs to the Execution thereof.

Another.

—— Duly ſign, ſeal and deliver an Indenture of Aſſignment to *T. L.* of, *&c.* and *T. G.* of, *&c.* bearing Date, *&c.* of ſeveral Tallies and two Exchequer Orders, N° 3470. and 3471. both bearing Date, *&c.* each for Payment of 9 *l. per Ann.* for the ſeveral Terms of 32 Years therein mentioned, and commencing as in the ſaid Orders are alſo mentioned, purſuant to an Act of Parliament, intitled, (An Act for granting to her Majeſty new Duties of Exciſe, and upon ſeveral imported Commodities, and for eſtabliſhing a yearly Fund thereby, and by other Ways and Means to raiſe 900000 *l.* by Sale of Annuities, and (in Default thereof) by another Lottery for the Service of the Year 1710; and this Deponent further ſaith, That he indorſed his Name on the Back of the ſaid Indenture of Aſſignment as a Witneſs to the Execution thereof.

Of the Execution of a Letter of Attorney.

G. H. of, *&c.* maketh Oath, That he was preſent, and did ſee *A. B.* of, *&c.* duly ſign, ſeal and deliver the Letter of Attorney hereunto annexed; and that the Name *A. B.* ſubſcribed againſt the Seal of the ſaid Letter of Attorney hereunto annexed is the proper Hand Writing of the ſaid *A. B.* And that the Name of this Deponent ſubſcribed to the ſaid Letter of Attorney, as a Witneſs to the Execution thereof, is of this Deponent's own proper Hand Writing.

Of the Execution of Deeds to the Affidavit annexed.

—— That he this Deponent did ſee the *Paper* Writing or Indenture hereto annexed, bearing Date, *&c.* ſealed and delivered by, *&c.* therein named; and did alſo ſee one other of the Paper Writing, *&c.* hereto annexed of the ſame Date, ſealed, *&c.* And he this Deponent ſubſcribed his Name to each of the ſaid Paper Writings as a Witneſs to the Sealing and Delivery of them reſpectively; and did alſo ſee *R. R.* the other ſubſcribing Witneſs to each of the ſaid Writings, ſign and ſubſcribe his Name as Witneſs to the ſame reſpectively.

Of the Execution of a Will.

A. B. of, *&c.* maketh Oath, That he this Deponent was preſent, and did ſee *M. R.* late of, *&c.* deceaſed, ſign, ſeal, publiſh and declare his laſt Will and Teſtament in Writing, bearing Date, *&c.* And that he this Deponent ſubſcribed his Name as a Witneſs thereto: And that he this Deponent believes the Parchment Writing, with the Probate of the ſaid Will thereunto annexed, under the Seal of the Prerogative Court of the Archbiſhop of *Canterbury* to be a true Copy of the ſaid laſt Will of the ſaid *M. R.* deceaſed, having compared the ſame with the Draught of the ſaid Will, the fair Copy or Ingroſſment whereof was ſo ſigned, ſealed and publiſhed by the ſaid *M. R.* as aforeſaid; And that he this Deponent has heard and believes the ſaid *M. R.* departed this Life on or about the —— Day of —— now laſt paſt.

Sworn, &c.

A Quaker's Affirmation.

A. B. of, *&c.* (being one of the People called Quakers) ſolemnly affirms that, *&c. (as in Affidavits, only you ſay* affirms, *inſtead of* makes Oath, *and* Affirmant *inſtead of* Deponent.)

Affirmed at —— the —— Day of —— *A. B.*
in the Year of our Lord —— before
C. D.

Of the Acknowledgment of a Fine.

A. B. of, *&c.* one of the Attornies of his Majeſty's Court of , and one of the Commiſſioners named in the Writ of *Dedimus poteſtatem*, for taking the Acknowledgment of the Fine hereunto annexed, maketh Oath and ſaith, That he knows *C. D.* and *E.* his Wife, and *F. G.* and *H.* his Wife, the Cognizors named in the ſaid Fine, and that the ſame was duly ſigned and acknowledged by them before this Deponent, and *J. K.* Gent. the other Commiſſioner named in the ſaid Writ, on the Day and Year *(or on the ſeveral Days and Year, or Years reſpectively)* mentioned in the Caption *(or ſeveral Captions)* thereof; And that the ſaid *C. D.* and *E.* his Wife, and *F. G.* and *H.* his Wife, and alſo this Deponent and the ſaid *J. K.* were, at the Time of taking and acknowledging the ſaid Fine, all of full Age and competent Underſtanding; That the ſaid *E.* and *H.* were ſolely and ſeparately examined a-part from their Huſband, and freely and voluntarily conſented to and acknowledged the ſaid Fine; And that the ſaid Cognizors, and every of them, knew the ſame to be a Fine to paſs his, her and their Eſtate and Eſtates; —— *If any Eraſure, or Interlineation, add,* — And that the Razure, *(or Raſures)* Interlineation *(or Interlineations)* appearing to be made in the Body *(or Caption)* of the ſaid Fine was *(or were)* made before any of the ſaid Parties ſigned the ſame, and before the ſaid Commiſſions ſigned the ſaid Caption *(or Captions.)*

Sworn at —— in the County of —— *A. B.*
the —— Day of —— the Year of our Lord
175 , *before me* L. M. *one of*, &c.

If not made by a Commiſſioner.

—— That the ſaid Fine was duly ſigned and acknowledged by them in this Deponent's Preſence on the Day and Year mentioned in the Caption thereof; And that the ſaid *C. D.* and *E.* his Wife, and *F. G.* and *H.* his Wife, and alſo *J. K.* and *L. M.* Gent. the Commiſſioners taking the ſame Fine, were at the Time of taking thereof all of full Age, *&c.*

(a) Agree-

(a) Agreements.

First, Concerning the Selling, Purchaſing, Conveying and Aſſuring Freehold, Copyhold and Crown (b) Lands, and indemnifying Purchaſers.

A ſhort and comprehenſive Agreement for the Purchaſe of Freehold Lands.

4th of *March* 17——

THEN agreed between *T. V.* of, *&c.* and *W. P. W.* of, *&c.* as follows, *viz.* That the ſaid *T. V.* and all other Perſons having any Right or Title to the Farm Lands and Eſtate at *N.* in the County of *M.* now let to and in the Poſſeſſion of the Widow *G.* at the yearly Rent of 48 *l.* ſhall before *Lady-day* next come and aſſure, as the Counſel of the ſaid Mr. *W.* ſhall adviſe, and make a good Title to the ſame in Fee-ſimple for the Sum of 800 *l.* and that Mr. *W.* ſhall have the *Lady-day*'s Rent, and abate all Quit-Rent due for the ſaid Farm, of which 800 *l.* 100 *l.* is now (c) paid down, and the other 700 *l.* is to be paid upon the Conveyance or Aſſurance being made as aforeſaid. Witneſs our Hands,

Witneſs
F. P.

T. V.
W. P. W.

The common and moſt uſual Form of an Agreement for the Sale or Purchaſe of a Freehold Eſtate.

(d) Articles of Agreement (e) indented, had, made, concluded and agreed upon this —— Day of —— in the —— Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God, King of *Great Britain*, *France* and *Ireland*, Defender of the Faith, *&c.* and in the Year of our Lord 174— Between *W. C.* of the Pariſh of —— in the County of —— Gent. of the one Part, and *T. C.* of, *&c.* Eſq; of the other Part, as follows.

Conſideration. Money in Hand, and a further Sum to be paid. Or all the Money hereafter to be paid.

FIRST of all, the ſaid *W. C.* for the Conſideration of the Sum of —— *l.* to him in Hand paid by the ſaid *T. C.* at or before the Sealing and Delivering of theſe Preſents, and of the further Sum of —— *l.* to be paid as herein after is mentioned (*or if none of the Money is paid down, ſay*, In Conſideration of the Sum of —— to be paid to him by the ſaid *T. C.* purſuant to the Covenant and Agreement of the ſaid *T. C.* herein after in that Behalf contained) Doth hereby for himſelf and his Heirs covenant and agree to and with the ſaid *T. C.* his Heirs and Aſſigns, and every of them, that he the ſaid *W. C.* his Heirs and Aſſigns, and all and every other Perſon and Perſons whatſoever, having or lawfully claiming, or that lawfully ſhall, can or may have or claim any Eſtate, Right, Title or Intereſt under him, or any other Perſon or Perſons whatſoever, of, in or to the —— and Premiſſes hereafter mentioned, (*or ſay thus*, And all and every Perſon or Perſons ſeiſed, poſſeſſed of or intitled to the Lands,

(a) An Agreement is the Covenant or Conſent of two or more by Deed in Writing, whereby either of the Parties promiſes to the other that ſomething is already done, or ſhall be done hereafter. See the *Law concerning Covenants* in Vol I. *p.* —— *&c.*

(b) See a great Variety of Caſes concerning *Articles of Agreement and Covenant to make Conveyances of Land*, &c. in Vol. I *p.* ——

(c) A Receipt muſt be given for the Money paid down. See the Form Title **Receipts**, *poſt.*

(d) Articles of Agreement are the Particulars of an Agreement diſtinctly expreſſed in different *Items*; they are uſually intitled as above; and in Drawing and Ingroſſing ſuch Articles every *Item* generally makes a ſeparate Paragraph; but here the Line is continued for the Sake of Room.

(e) Where there are Covenants or Agreements to be performed by two or more of the Parties, the Articles ſhould be *indented*; but if one Party only Covenants to the other, they may be *Poll*. And many of theſe Articles of Agreement may be turned into Indentures of Covenant, and begin, **This Indenture**, &c. **Between**, &c. **Whereas**, &c. **Now this Indenture witneſſeth**, &c. See Title **Covenants**. And ſome may be by Deed Poll as aforeſaid, and begin, **To all**, &c. or **Know all**, &c.

See the Notes under Title **Covenants**, poſt.

N. B. That any one or more of the Covenants contained in theſe Articles may be made the Condition of a Bond.

&c.

&c. herein after mentioned, in Truſt for him) ſhall and will at the proper Coſt and Charges of the ſaid *T. C.* his Heirs and Aſſigns, (except Fees to Counſel) on or before the —— Day of —— next enſuing the Date hereof, by ſuch Conveyances, Aſſurances, Ways and Means in Law, (*here theſe Words may be added*, Be the ſame by Fine, Recovery or otherwiſe) as he the ſaid *T. C.* his Heirs or Aſſigns, or his or their Counſel learned in the Law, ſhall reaſonably deviſe, adviſe or require, well and ſufficiently grant, bargain, ſell, releaſe, convey and aſſure to and to the Uſe of the ſaid *T. C.* his Heirs and Aſſigns for ever, or to whom he or they ſhall appoint or direct, **All** that, *&c.* ſituate, *&c.* ——— now in the Tenure or Occupation of, *&c.* —— or his Aſſigns, and let at, *&c.* and all the Eſtate, *&c.* —— (*or inſtead of ſaying*, and let at, *&c. you may ſay*, Which ſaid —— are now of the yearly Value of ———) with Covenants to be therein contained, That the ſaid ——— at the Time of ſuch Conveyance, is free from all Incumbrances and Demands whatſoever, (except, *&c.* ———) and with ſuch Warranty and other fit and reaſonable Covenants as the ſaid *T. C.* his Heirs or Aſſigns, or his or their Counſel ſhall be ſo reaſonably deviſed and required as aforeſaid: **In Conſideration** whereof the ſaid *T. C.* for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, doth hereby covenant, promiſe and agree, to and with the ſaid *W. C.* his Heirs, Executors, Adminiſtrators and Aſſigns, that he the ſaid *T. C.* his, *&c.* or ſome of them, ſhall and will well and truly pay, or cauſe to be paid to the ſaid *W. C.* his, *&c.* the aforeſaid (*further* Sum of ——) at the Time of executing the ſaid Conveyances and Aſſurances as aforeſaid: **Which** ſaid Sum when paid, (*together with the Sum of —— in Hand paid, making together the Sum of ——*) is hereby agreed and declared between the ſaid Parties to be in full for the abſolute Purchaſe of the ſaid ——— ſo to be conveyed as aforeſaid. **And** for the true Performance of all and every the Covenants and Agreements aforeſaid, each of the ſaid Parties to theſe Preſents doth hereby bind himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, in the penal Sum of ——— **In Witneſs**, &c.

Covenant to pay the Purchaſe Money.

In full.

Penalty.

Covenant that the Vendor, before the Purchaſe is compleated, ſhall not commit Waſte, nor grant any new Leaſes.

[To follow the Covenant to convey.]

And alſo that the ſaid *T. C.* ſhall not, nor will in the mean Time cut down any Timber or Trees, or commit any Waſte or Spoil whatſoever, in or upon the Premiſſes, or any Part thereof, nor ſhall or will grant any new Leaſes of the Premiſſes, or any Part thereof, without the Privity or Conſent of the ſaid *W. C.* or his Heirs or Aſſigns.

Or the Purchaſer may covenant thus:

And the ſaid *T. H.* doth hereby covenant and agree, to and with the ſaid *J. M.* his Heirs, Executors and Adminiſtrators, that upon ſealing and executing ſuch Conveyance and Aſſurance of the ſaid Meſſuage, *&c.* unto him and them as aforeſaid, according to the true Meaning of theſe Preſents, he the ſaid *T. H.* his Heirs, Executors or Adminiſtrators, ſhall and will pay, or cauſe to be paid unto the ſaid *J. M.* his Heirs, Executors or Adminiſtrators, the ſaid Sum of ——— *l.* in full for the Purchaſe of the ſaid Premiſſes.

And there may be ſuch Agreements as theſe.

And it is agreed, that if the Counſel of the ſaid *H.* ſhall not approve of the Title of the ſaid *J. M.* to the ſaid Premiſſes, this Agreement to be void: **And laſtly**, it is agreed, that the ſaid *T. H.* is to have and receive to his own Uſe, the Quarter's Rent which will become due, and payable from the ſaid *J. M.* for the ſaid Premiſſes at *Michaelmas* now next, *&c.* **In Witneſs**, &c.

Or this Proviſo may be inſerted.

Provided always, and it is hereby mutually covenanted and agreed, by and between the Parties to theſe Preſents, for themſelves and for their reſpective Heirs, in Manner as follows, *viz.* That in caſe the Counſel of the ſaid *B.* ſhall not approve of the Title of him the ſaid *A.* to the ſaid, *&c.* or in caſe *B.* on his View thereof, (he not having ever viewed the ſame) will not proceed in the Purchaſe thereof, and ſhall and do, within one Month next after the

Date hereof, give Notice in Writing to *J. F.* of, *&c.* that he will not purchaſe the ſaid, *&c.* then and in either of the Caſes aforeſaid, theſe Preſents ſhall be abſolutely void; and that then and in ſuch Caſe he the ſaid *A.* his Heirs, Executors or Adminiſtrators, ſhall and will within ſix Months now next inſuing, well and truly repay, or cauſe to be repaid unto the ſaid *B.* his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of —— ſo by him now paid, as aforeſaid, together with legal Intereſt for the ſame, from thenceforth to be computed until Payment thereof.

When a Fine is to be levied, and the Vendor lives in the Country, this Agreement as to the Charges of the Ded. Poteſtatem, *may be inſerted after the Covenant to pay the Purchaſe Money.*

ALSO it is agreed by, *&c.* that if the ſaid *W. C.* does not travel in Perſon to *L.* or *W.* to levy and acknowledge ſuch Fine, for the ſure ſettling of the Premiſſes unto the ſaid *T. C.* then he the ſaid *W. C.* his Executors, *&c.* ſhall pay and allow unto the ſaid *T. C.* his Heirs or Aſſigns, at the Acknowledging of ſuch Fine, the Sum of —— for and towards his Charges in procuring a Writ of *Dedimus Poteſtatem*, to enable him the ſaid *W. C.* to acknowledge the ſaid Fine in the Country.

Of a Reverſion after a Leaſe for Years.

—— All that —— ſituate —— now in the Tenure or Occupation of *T. E.* (which he holdeth by Leaſe from the ſaid *W. C.* determinable at the Expiration of —— Years,) and the Reverſion and Reverſions, Remainder and Remainders of all and ſingular the ſaid Premiſſes, and every Part and Parcel thereof, and all the Rent or Rents, and other Profits whatſoever ariſing therefrom; and alſo all the Eſtate, Right, Title, Intereſt, Inheritance, Expectancy, Uſe, Property, Claim and Demand whatſoever of him the ſaid *W. C.* of, in or to the ſaid Premiſſes, and every or any Part thereof. —

Agreement for the Sale of a Freehold Eſtate, before mortgaged to the Purchaſer, and to a third Perſon; the Purchaſer's Mortgage to be deducted, the Mortgage to the third Perſon to be paid off, ſome Money to be paid to the Vendor, and a Rent-charge granted out of the Premiſſes for the Reſidue.

Articles, &c. Between A. A. of, *&c.* of the one Part, and *B. B.* of, *&c.* of the other Part, as follows:

Money due on a Mortgage to a third Perſon, and on a Mortgage to the Purchaſer.

Agreement for Sale, on Payment of a Sum of Money, and a Rent-charge for the Vendor's Life.

WHereas there is now due and owing from the ſaid *A. A.* to *C. C.* of, *&c.* on Mortgage and Security of the Manor, *&c.* herein after mentioned, or ſome Part thereof, the Sum of 3500 *l.* Principal Money, with an Arrear of Intereſt; and there is likewiſe due and owing from the ſaid *A. A.* to the ſaid *B. B.* on Security of the ſaid Manor and Premiſſes, or ſome Part thereof, by two ſeveral Mortgages thereon, the Sum of 4000 *l.* Principal Money, with an Arrear of Intereſt: And whereas the ſaid *A. A.* has agreed with the ſaid *B. B.* for the abſolute Sale and Conveyance of the ſaid Manor, *&c.* and all his the ſaid *A. A.*'s Eſtate, Equity of Redemption, Right, Title and Intereſt therein, unto him the ſaid *B. B.* and his Heirs; in Conſideration whereof the ſaid *B. B.* has agreed as well to pay to the ſaid *A. A.* in full for the abſolute Purchaſe of the ſaid Manor, *&c* ſo much Monies as together with the ſaid Principal Sums of, *&c.* and the Intereſt in Arrear for the ſame, will make up and amount to the full Sum of 9000 *l.* and alſo to pay unto the ſaid *A. A.* one Annuity or clear yearly Sum of 450 *l.* during his Life, payable, *&c.* free, *&c.* and likewiſe to acquit, releaſe and indemnify the ſaid *A. A.* his, *&c.* from the Payment of the ſaid ſeveral Sums of, *&c.* and Intereſt, which are to be deemed Part of the Purchaſe Money, and as ſuch to be paid off and releaſed reſpectively by the ſaid *B. B.* Now theſe Preſents witneſs; And firſt the ſaid *A. A.* in Purſuance of the ſaid recited Agreements on his Part to be performed, and in Conſideration of the Covenant and Agreement herein after contained on the Part of the ſaid *B. B.* doth hereby for himſelf, *&c.* covenant, *&c.* to and with the ſaid *B. B.* his, *&c.* that he the ſaid *A. A.* or his Heirs, ſhall and will on or before, *&c.* make out a good Title unto, and by ſuch good and ſufficient Conveyances and Aſſurances in the Law, with reaſonable Covenants, as he the ſaid *B. B.* his Heirs or Aſſigns, or his or their Counſel ſhall adviſe or approve of, effectually convey and aſſure, or cauſe, *&c.* unto, and to the Uſe of the ſaid *B. B.* his, *&c.* or to ſuch Perſon or

Covenant to make a good Title,

Perſons

Perſons, as he or they ſhall in that Behalf nominate and appoint, free, &c. (except only the Mortgages above mentioned,) all that, &c. **Alſo** the ſaid *B. B.* in Purſuance of the ſaid recited Agreement on his Part to be performed, and in Conſideration of the Covenant and Agreement therein before contained on the Part and Behalf of the ſaid *A. A.* doth hereby for himſelf, &c. covenant, &c. to and with the ſaid *A. A.* his, &c. that the ſaid *B. B.* his, &c. ſhall and will pay, or, &c. unto the ſaid *A. A.* his, &c. at the Time of making and executing ſuch Conveyances and Aſſurances, as aforeſaid, ſo much current Money of *G. B.* as together with the ſaid ſeveral Sums of, &c. and the Intereſt then due and in Arrear for the ſame, will make up and amount to the full Sum of 9000 *l.* and alſo ſhall and will pay off and diſcharge the ſaid Sum of 3500 *l.* and Intereſt to grow due for the ſame, unto the ſaid *C. C.* and indemnify him the ſaid *A. A.* therefrom, and ſhall alſo acquit and releaſe him from the Payment of the ſaid 4000 *l.* and Intereſt; and alſo ſhall and will well and truly pay, and to the good Liking of the ſaid *A. A.* or his Counſel, ſecure to be paid out of the ſaid Manor and Premiſſes, unto him the ſaid *A. A.* or his Aſſigns during his Life, one Annuity or yearly Rent-charge of 450 *l.* of, &c. free, &c. the ſame Annuity or yearly Rent-charge to be paid to him the ſaid *A. A.* by two equal half-yearly Payments in every Year; the firſt, &c. in caſe ſuch Conveyance and Aſſurance ſhall be made and perfected, as aforeſaid, at or before, &c. **Which** ſaid ſeveral Sums of Money, and Annuity or Rent-charge ſo to be paid and ſecured by the ſaid *B. B.* together with the ſaid Sum of 4000 *l.* and Intereſt, ſo due and owing to him in Security of the Premiſſes, and for which the ſaid *A. A.* is to be acquitted and releaſed, as aforeſaid, are hereby declared by the ſaid Parties to be in full, &c. for the abſolute Purchaſe of the ſaid Manor, &c. and of the Equity of Redemption thereof. *In Witneſs*, &c.

free, &c. except, &c.

Purchaſers covenant to pay the reſt of the Money,

and pay off the Mortgages to the third Perſon,

and acquit the Mortgage to himſelf, and pay the Rent-charge, in full for the Purchaſe.

Articles for Purchaſe of a Freehold Eſtate, with a Covenant for paying Part of the Purchaſe Money to the Seller, and Part to a Mortgagee, or that the Purchaſer may let the Mortgage remain, or indemnify the Seller.

Imprimis, The ſaid *R. C.* for and in Conſideration of the Sum of 1000 *l.* of, &c. to be paid by the ſaid *E. W.* in Manner as is herein after expreſſed, **Doth** for himſelf, &c. covenant, &c. to and with the ſaid *E. W.* his Heirs and Aſſigns by theſe Preſents, that he the ſaid *R. C.* his, &c. ſhall and will, on, &c. upon the Payment, and other Satisfaction to be given for the ſaid Sum of 1000 *l.* in the Covenant of the ſaid *E. W.* hereafter particularly contained, and at the reaſonable Requeſt, proper Coſts and Charges in the Law, of him the ſaid *E. W.* his Heirs or Aſſigns, well and ſufficiently, and by ſuch Conveyances and Aſſurances, as the ſaid *E. W.* his Heirs and Aſſigns, his or their Counſel ſhall adviſe and direct, convey, releaſe and aſſure unto the ſaid *E. W.* his Heirs and Aſſigns, all the Right, Title, Intereſt, Claim, Demand, Power and Equity, or Pretence of Equity of Redemption whatſoever of him the ſaid *R. C.* of, in, and to all that Meſſuage, &c. together with all Houſes, Edifices, &c. except, &c. which ſaid Premiſſes are ſituate in, &c. **To have and to hold** the ſaid ſeveral Meſſuages or Tenements and Parcel of Land, and other the Premiſſes aforeſaid, (except before excepted) unto the ſaid *E. W.* his Heirs and Aſſigns for ever, freed and diſcharged from all Taxes and Impoſitions due from the Date hereof, and freed from all Charges and Incumbrances; one Mortgage of the ——— Farm made by the ſaid *R. C.* to *G. H.* of ——— for the principal Sum of ——— excepted and foreprized. **Item**, The ſaid *E. W.* for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, promiſe, grant and agree, to and with the ſaid *R. C.* his Executors and Aſſigns, by theſe Preſents, that he the ſaid *E. W.* his, &c. or ſome or one of them, ſhall and will, upon the ſaid ——— Day of ——— next enſuing the Date hereof, upon the executing of ſuch Aſſurance and Conveyance, as aforeſaid, and in Conſideration thereof, well and truly pay, or cauſe to be paid, to the Satisfaction of him the ſaid *R. C.* the ſaid Sum of 1000 *l.* in Manner following; (that is to ſay) The Sum of 500 *l.* Part thereof to him the ſaid *R. C.* his Heirs, Executors or Adminiſtrators, and the like Sum of 500 *l.* Reſidue thereof, to him the ſaid *G. H.* in Diſcharge of the ſaid Mortgage, and of the Covenants of the ſaid *R. C.* therein contained; or in caſe the ſaid *E. W.* ſhall make Default in Payment of the ſaid Sum of 500 *l.* to the ſaid *G. H.* on the Day before mentioned, for Payment thereof, and be minded to continue the ſaid Mortgage, upon the ſaid Premiſſes; then he the ſaid *E. W.* his Heirs, Executors and Adminiſtrators, or ſome or one of them, ſhall and will from thenceforth, and at all Times then after, ſave harmleſs and keep indemnified him the ſaid *R. C.* his Heirs, Executors and Adminiſtrators, from all Payments, Covenants, Clauſes and Agreements, on the Part of him the ſaid *R. C.* his Heirs, Executors or Adminiſtrators, in the ſaid Mortgage mentioned to be by him or them done, paid and performed; he the ſaid *R. C.* paying all Intereſt due for the ſaid Principal Sum of 500 *l.* to the ſaid ——— Day of ——— next enſuing. **In Witneſs**, &c.

Covenant to convey, on Payment of Purchaſe Money, as hereafter mentioned.

The Purchaſer covenants, that upon executing the Conveyances, he will pay the Purchaſe Money, Part to the Seller, and Part in Diſcharge of a Mortgage.

Or in caſe the Purchaſer be minded to continue the Mortgage upon the Premiſſes, then he ſhall indemnify the Seller from the ſame.

Another for the Purchaſe of Freehold Lands by a Truſtee, wherein a Fine is covenanted to be levied, and further Aſſurances made; and that if the Ceſtui que Truſt *does not pay the Purchaſe Money, the Truſtees will.*

A. B. covenants with *C. D.* to make and convey an Eſtate in Fee, to *E. F.* or to the ſaid *C. D.* in Truſt for the ſaid *E. F.* And to levy a Fine, *&c.*

IMPRIMIS, The ſaid *A. B.* for and in Conſideration of, *&c.* to him in Hand paid, and of the further Sum of 100 *l.* herein after covenanted to be paid, doth, *&c.* covenant to and with the ſaid *C. D.* and his Heirs, that he the ſaid *A. B.* ſhall and will before the End of *Michaelmas* Term next enſuing, by good and ſufficient Conveyances in the Law, grant, convey and aſſure unto the ſaid *E. F.* and his Heirs in Fee-ſimple, or to the ſaid *C. D.* **In Truſt** for the ſaid *E. F.* and his Heirs for ever, all that Meſſuage, *&c.* and that free and clear of and from all Charges and Incumbrances whatſoever; and further that he the ſaid *A. B.* ſhall and will, on or before the End of *Michaelmas* Term aforeſaid, acknowledge or levy one or more Fine or Fines *ſur Conceſſit, Conuſans de droit come ceo*, &c. to the ſaid *E. F.* his Heirs and Aſſigns, or to the ſaid *C. D.* **In Truſt** for the ſaid *E. F.* and his Heirs, of all and ſingular the Premiſſes aforeſaid, at the proper Coſts and Charges in the Law of the ſaid *E. F.* and his Heirs, or of the ſaid *C. D.* and make, do, acknowledge, levy, ſuffer and execute, any further and other reaſonable Act or Acts, Thing or Things, for the better and more perfect Conveying and Aſſuring thereof, to the ſaid *E. F.* or to the ſaid *C. D.* as by his or their Counſel learning in the Law ſhall be reaſonably deviſed, adviſed or required; ſuch further Conveyance and Aſſurance, and all and every the Conveyances and Aſſurances to be made of the ſaid Premiſſes, to be at the proper Coſts and Charges of the ſaid *E. F.* and his Heirs, or of the ſaid *C. D.* and his Heirs: **And** the ſaid *C. D.* for himſelf, his Heirs, Executors and Adminiſtrators, in Conſideration of the Premiſſes aforeſaid, doth covenant, promiſe, grant and agree to and with the ſaid *A. B.* his Heirs, Executors and Adminiſtrators, that the ſaid *E. F.* and his Heirs, ſhall and will, immediately upon the Sealing, Making, Levying, Acknowledging and Executing ſuch Conveyance and Aſſurance of the Premiſſes herein before mentioned to be made to him or them as aforeſaid, pay or cauſe to be paid the full and juſt Sum of 100 *l.* herein mentioned to the ſaid *A. B.* his Heirs, Executors, Adminiſtrators or Aſſigns; or in caſe the ſaid *E. F.* and his Heirs ſhall make Default therein, or refuſe to pay the ſame; that then the ſaid *C. D.* and his Heirs, upon having ſuch Conveyance and Aſſurance to him and them made of the ſaid Premiſſes, ſhall and will pay or cauſe to be paid to the ſaid *A. B.* his Heirs, Executors or Adminiſtrators, the ſaid Sum of 100 *l.* And for the true Performance of all and ſingular the Articles and Agreements herein before ſpecified, the ſaid Parties do hereby bind themſelves, their Executors and Adminiſtrators, to each other, mutually and reciprocally, in the penal Sum of 200 *l.* **In Witneſs**, &c.

C. D. covenants, that on ſuch Conveyances made, *E. F.* ſhall pay the Purchaſe Money, or if he makes Default, he will pay the ſame himſelf.

Another, the Form different.

Articles of Agreement, *&c.* **Between** Sir *H. E.* of, *&c.* Bart. of one Part, and *J. B.* of, *&c.* Apothecary, of the other Part, in Manner as follows, *viz.*

Covenant to convey.

FIRST, the ſaid Sir *H. E.* in Conſideration of the Sum of 650 *l.* of, *&c.* herein after covenanted to be paid to him by the ſaid *J. B.* doth for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *J. B.* his Heirs and Aſſigns, by theſe Preſents, in Manner as follows, *viz.* That he the ſaid Sir *H. E.* or his Heirs, ſhall and will, on or before the ——— Day of ——— now next enſuing, make out a good and clear Title to, and alſo by Indentures of Leaſe and Releaſe, or other good and ſufficient Conveyances and Aſſurances in the Law, (be the ſame by Fine, Recovery or otherwiſe, to be by him duly executed, levied and ſuffered, and as by the Counſel learned in the Law of the ſaid *J. B.* his Heirs or Aſſigns, ſhall be reaſonably adviſed and required,) convey and aſſure unto, and to the Uſe of the ſaid *J. B.* his Heirs and Aſſigns, free from all Incumbrances whatſoever, the ſeveral Freehold Parts or Parcels of Arable Land, Meadow and Paſture Ground, called by the ſeveral Names, and containing the ſeveral Numbers of Acres, Rods and Perches, as are herein after particularly mentioned and expreſſed; *to wit*, *&c.* the ſame ſeveral Number of Acres, Rods and Perches reſpectively, more or leſs, together with, *&c.* all ſituate, *&c.* and as the ſame Premiſſes are or late were in the Tenure, *&c.* at and under the yearly Rent of, *&c.* **And** that the ſaid *J. B.* his Heirs and Aſſigns, ſhall be put into Poſſeſſion of all and ſingular the ſaid Premiſſes, on or before the, *&c.* next; **and alſo** that he and they ſhall be intitled to, and have and receive the Rents and Profits thereof from, *&c.* now laſt paſt; **In Conſideration** of which Conveyance and Aſſurance of the ſaid Premiſſes to be ſo made, done and executed

When the Purchaſer is to be put in Poſſeſſion, and from what Time to receive Rents.

executed by the ſaid Sir *H. E.* or his Heirs, to the ſaid *J. B.* his Heirs or Aſſigns in Manner as aforeſaid, he the ſaid *J. B.* for himſelf, his, *&c.* doth covenant, *&c.* to and with the ſaid Sir *H. E.* his, *&c.* by, *&c.* That he the ſaid *J. B.* his, *&c.* ſhall and will, on the executing ſuch Conveyance, *&c.* ſo to be made, *&c.* well and truly pay, *&c.* the ſaid Sum, *&c.* **Which** Sum is hereby agreed and declared by and between the Parties hereto ſhall be in full for the abſolute Purchaſe of the ſaid Premiſſes. **And laſtly,** it is hereby further mutually agreed by, *&c.* that the ſaid *J. B.* ſhall only be at the Charge of paying for Drawing and Engroſſing the Indentures of Leaſe and Releaſe, for conveying to him the ſaid Premiſſes; and that all atteſted Copies of Titles, Deeds and Covenants, to produce the ſame; and alſo a Fine and Recovery (in caſe the ſame ſhall be adviſed and thought neceſſary and proper to make ſuch Conveyance,) ſhall be at the Charge of, and paid for by the ſaid Sir *H. E.* **In Witneſs,** &c.

Covenant to pay the Purchaſe Money, which is in full

Charges of the Deeds, Copies, *&c.*

Agreement for the Sale of a Manor at —— Years Purchaſe, beſides the Timber Trees which are to be valued, and the Copyhold Fines payable by the Tenants on Death or Alienation, are likewiſe to be valued, and —— Years Purchaſe given for the ſame: The Purchaſor to enter and pay 5*l.* per Cent. *till Purchaſe Money paid, and Part thereof to be paid to a Mortgagee.*

Articles, &c. **Between** *A. B.* of, *&c.* and *C. D.* of, *&c.*

Whereas the ſaid *C. D.* has contracted and agreed with the ſaid *A. B.* for the abſolute Purchaſe of the Eſtate, Fee-ſimple and Inheritance of all that, *&c.* ſituate, *&c.* as the ſame, *&c.* is deſcribed and ſet forth in the Particular here under written, after the Rate of 23 Years Purchaſe for the neat Rent, after deducting Outgoings and Incumbrances; And over and above the ſaid 23 Years Purchaſe, it is agreed between the ſaid Parties, that the Timber (which is conſiderable) on the ſaid Eſtate and Premiſſes ſo contracted for, is to be valued and paid for by the ſaid *C. D.* his, *&c.* which Timber including the Bark, Lops, and Tops thereof, are to be valued by two indifferent Perſons, ſkilful in meaſuring and valuing Timber, one of which Perſons is to be named and choſen by the ſaid *A. B.* and the other, *&c.* by the ſaid *C. D.* and if they can't agree upon the Value, then ſuch Perſons ſo choſen ſhall chuſe a third Perſon as an Umpire, who is to end the Difference between the other two Perſons, which Umpire is to be a Perſon ſkilful in meaſuring and valuing Timber: **And whereas** there is now a Mortgage of about 2000 *l.* and Intereſt upon the ſaid Eſtate, and the Perſon in whom the Intereſt of ſuch Mortage is veſted, being deſirous to have the ſame paid in, the ſaid *C. D.* has agreed, as ſoon as a good and legal Aſſignment of the ſaid Mortgage is and ſhall be prepared, to advance unto the ſaid *A. B.* his, *&c.* the ſaid Sum of 2000 *l.* to enable the ſaid *A. B.* his, *&c.* to pay off ſuch Mortgage, which is at the ſame Time to be aſſigned and conveyed by the ſaid *A. B.* his, *&c.* and all other proper Perſons to the ſaid *C. D.* his, *&c.* or to ſuch Perſon or Perſons as he or they ſhall direct, at the Coſts of the ſaid *A. B.* but in ſuch Manner as the Counſel of the ſaid *C. D.* his, *&c.* ſhall approve, direct or adviſe: **Now theſe Preſents witneſs,** and the ſaid *A. B.* doth for himſelf, *&c.* covenant, *&c.* to and with the ſaid *C. D.* his, *&c.* by theſe Preſents, that he the ſaid *A. B.* his, *&c.* ſhall and will, in Conſideration of the ſaid *C. D.* his, *&c.* paying unto him the ſaid *A. B.* his, *&c.* ſo much Money as the ſame Manor, Eſtate and Timber, with the Bark, Lops and Tops thereof ſhall amount unto, according to the under-written Particular, the Manor, Eſtate and Land, at the Rate of 23 Years Purchaſe, and the Timber to be valued in Manner as aforeſaid, convey and aſſure the ſaid Manor and Eſtate (mentioned in the ſaid Particular,) and the Fee-ſimple and Inheritance thereof, within —— Months, *&c.* unto the ſaid *C. D.* his, *&c.* to the only Uſe and Behoof of the ſaid *C. D.* his Heirs and Aſſigns for ever, or to ſome other Perſon or Perſons, in Truſt for the ſaid *C. D.* his Heirs and Aſſigns, free, *&c.* except, *&c.* **And** the ſaid *C. D.* for himſelf, *&c.* doth covenant, *&c.* to and with the ſaid *A. B.* his, *&c.* by, *&c.* in Manner following; (that is to ſay) That he the ſaid *C. D.* his, *&c.* ſhall and will, upon having a good Title made to him, his, *&c.* or any other Perſon or Perſons in Truſt for him, his, *&c.* as aforeſaid, and at his and their Coſts and Charges in the Law, of the ſaid Manor, *&c.* free, *&c.* except, *&c.* pay and advance the ſaid Sum of 2000 *l.* of, *&c.* unto the ſaid *A. B.* his, *&c.* to enable him or them to pay off and diſcharge the ſaid Mortgage, which is at the ſame Time to be aſſigned, *&c.* (*ut ſupra*) to adviſe for ſecuring the ſame Sum of 2000 *l.* and on executing ſuch Conveyances of the ſaid Manor, *&c.* to, *&c.* by, *&c.* as aforeſaid, ſhall and will pay or cauſe, *&c.* unto the ſaid *A. B.* his, *&c.* ſo much good and lawful Money of *G. B.* as the ſaid Eſtate and Premiſſes after all Deductions, Out-goings and Incumbrances ſhall amount to, at the Rate of 23 Years Purchaſe; and alſo ſo much more good, *&c.* Money of, *&c.* as the Timber, Bark, Lops and Tops aforeſaid, on the ſaid Eſtate, being valued as before directed

Recital of Agreements for Purchaſe, at 23 Years Purchaſe, and the Timber to be ſeparately paid for as valued by Perſons to be choſen.

A Mortgage to be paid off and aſſigned to the Purchaſer.

Covenant on paying 23 Years Purchaſe, and for the Timber, to convey.

Covenant, on having a good Title made, to pay off the Mortgage, and the reſt of the Purchaſe Money for the Eſtate and Timber.

rected, ſhall amount to; the ſaid 2000 *l.* ſo to be advanced in Diſcharge of the ſaid Mortgage, being to be allowed as and accounted Part of ſuch Purchaſe Money. **Alſo** it is agreed by and between the ſaid Parties to theſe Preſents, that the ſaid Perſons ſo to be choſen to value the ſaid Timber, ſhall alſo in like Manner value all the Oak, Aſh, and Elm Trees under the Size of Timber, ſtanding and growing on the ſaid Premiſſes, if ſuch Trees or ſo many thereof, as are in the Judgment of ſuch Perſons uſually paid for in Purchaſes; and ſhall alſo in like Manner value the Growth of all the Woods and Underwoods belonging to the ſaid Premiſſes, according to the Cuſtom of that Country; but Regard is to be had in valuing the ſame, to leave ſo much Timber, Trees and Woods as are ſufficient to repair the Farm, and find the ſame with Firewood. And whatever Sum of Money the ſame Trees, Woods and Underwoods ſo to be valued ſhall amount to, that is to be added to, and to be Part of the Purchaſe Money hereby contracted for. **Alſo** it is agreed between, *&c.* that the Copyhold Fines due or belonging to the ſaid Manor upon a Death or Alienation, ſhall alſo be valued by two other Perſons, one to be choſen by the ſaid *A. B.* his, *&c.* and the other by the ſaid *C. D.* his, *&c.* who are to compute what the ſame are worth *communibus Annis*; and the ſaid *C. D.* ſhall pay after the Rate of 23 Years Purchaſe for what the ſame ſhall be computed, taken at the Medium of what the Fines have produced for the laſt 23 Years to be worth yearly, and whatever Sum or Sums of Money the ſame ſhall upon ſuch Computation amount to, ſuch Sum or Sums ſhall be added unto and be Part of the Purchaſe Money hereby contracted for. **And laſtly**, it is hereby agreed by, *&c.* and the true Intent, *&c.* are, that it ſhall and may be lawful for the ſaid *C. D.* his, *&c.* to enter upon the ſaid Manor and Premiſſes, at or upon, *&c.* and to have and receive the Rents and Profits of the Premiſſes from the ſaid, *&c.* for his own Uſe and Benefit, he the ſaid *C. D.* his, *&c.* in Lieu thereof allowing and paying unto the ſaid *A. B.* his, *&c.* 5 *l. per Cent. per Ann.* for the whole Purchaſe Money agreed to be given and contracted for, for the ſaid Eſtate, until any Part of the ſaid Purchaſe Money ſhall be paid to the ſaid *A. B.* or to his Heirs, or to any Perſon to his or their Uſe, then the Intereſt of ſo much of the ſaid Purchaſe Money ſo to be paid as aforeſaid, ſhall ceaſe, and the Intereſt, after the Rate aforeſaid, ſhall be paid and anſwered for the Remainder of ſuch Purchaſe Money only. **In Witneſs**, &c.

Agreement as to Trees under the Size of Timber;

And Under woods.

Copyhold Fines to be valued by two other Perſons, for which the Purchaſor is to pay 23 Years Purchaſe.

When the Purchaſor ſhall enter and receive the Profits, paying 5 *l. per Cent.* for the Purchaſe Money till it is paid.

The Particulars referred to in the above Articles of Agreement.

(*Here mention the Particulars.*)

Another Agreement for the Sale of a Freehold Eſtate at —— Years Purchaſe, the Purchaſer to retain Part of the Purchaſe Money to pay off Incumbrances, and to buy in a Reverſion of Part of the Premiſſes; if the Reverſion can't be got in, the Purchaſer may make void this Agreement, wherein are likewiſe Articles for the Valuation of the Timber, &c. which is to be paid for ſeparately.

Articles, &c. **Between** *A. B.* of, *&c.* of the one Part, and *C. D.* of, *&c.* of the other Part.

Imprimis, It is agreed, by and between the ſaid *A. B.* and the ſaid *C. D.* that the ſaid *A. B.* ſhall purchaſe of the ſaid *C. D.* and the ſaid *C. D.* ſhall ſell and convey to the ſaid *A. B.* all his Eſtate, Lands, Tenements and Hereditaments at, *&c.* and elſewhere, in the County of *E.* upon the Terms herein after mentioned. **Item**, That the ſaid *A. B.* ſhall pay to the ſaid *C. D.* for the Purchaſe of the ſaid Premiſſes, after the Rate of 23 Years Purchaſe for the whole Premiſſes, according to the preſent annual Rents, as the ſame are now let to the Tenants, and the like Rent of 23 Years Purchaſe for all the Coppice Ground belonging to the ſaid Premiſſes, not let to the Tenants, computing the annual Value of ſuch Coppice Ground after the Rate of 7 *s. per* Acre the Long Meaſure, by which Coppice Ground is uſually meaſured in that County. **Item**, The ſaid *A. B.* ſhall further pay to the ſaid *C. D.* for all the Timber growing on the whole Eſtate, as the ſame ſhall be valued by two indifferent Perſons, one to be choſen by the ſaid *A. B.* and the other by the ſaid *C. D.* in which Valuation of Timber, all Trees growing on the Premiſſes ſhall be accounted Timber which are of the Value of 1 *s.* or above that Value, to be eſtimated according to the uſual Manner and Cuſtom of valuing Timber, including as well the Timber Trees growing on the Foreſt, as on the other Parts of the Eſtate; And the ſaid *A. B.* ſhall alſo pay for the Underwood growing on the ſaid Foreſt Ground, according to the Valuation to be made thereof by two ſuch Perſons as aforeſaid; **Provided** it ſhall appear that the ſaid *C. D.* has a Right of felling ſuch Timber

Agreement for the Purchaſe and Sale, at —— Years Purchaſe.

How to be computed.

Timber to be valued.

What deemed Timber.

Underwood to be valued.

and cutting down ſuch Underwood on the Foreſt Ground at his Pleaſure. **Item**, That the ſaid *A. B.* ſhall take the ſaid Eſtate in the Condition it now is, without any Allowance or Deduction for the Repairs of the Premiſſes, or for the Sea Walls, or the Tenants Boots, or for the Life of the Widow *F.* in reſpect of the 100 *l. per Annum* payable to her. **Item**, That for and in Conſideration of the Premiſſes, and of the ſaid Purchaſe Money, the ſaid *C. D.* ſhall forthwith (or with all convenient Speed) convey, or procure to be conveyed to the ſaid *A. B.* and his Heirs, a good Eſtate in Fee-ſimple in all the Premiſſes, free from all Incumbrances, (except the ſaid Annuity of 100 *l.* payable to Mrs. *F.* for her Life) in which Conveyance are to be included not only the Farms, *&c.* in Leaſe to the Tenants, but alſo all the Foreſt Ground, *&c.* belonging to the ſaid *C. D.* And alſo, *&c.* And in general all the Eſtate, *&c.* which the ſaid *C. D.* hath in the ſaid Lands and Premiſſes, or any other Lands and Premiſſes in *E.* aforeſaid, and the ſaid *A. B.* ſhall be let into the Poſſeſſion of the Premiſſes. **Item**, That all the Incumbrances and Mortgages now on the Premiſſes, (except before excepted) ſhall be paid by the ſaid *A. B.* out of the ſaid Purchaſe Money to be paid for ſuch Part of the Lands and Premiſſes as are now let to the Tenants as aforeſaid) to ſuch of the Mortgagees as ſhall be willing to take in their Money; but as to ſuch of the Mortgagees as ſhall inſiſt on the uſual Notice, the ſaid *A. B.* ſhall retain in his Hands ſo much of the Purchaſe Money as is ſufficient to anſwer the Principal and Intereſt then due to ſuch Mortgagees. And the ſaid *A. B.* ſhall alſo be allowed to retain in his Hands as much of the ſaid Purchaſe Money, as ſhall be ſufficient for the buying in the Reverſion of Part of the Premiſſes herein after mentioned, and the Charges thereof, and for the obtaining and proſecuting any Decree or Act of Parliament for that Purpoſe. And the Reſidue of the ſaid Purchaſe Money (after deducting what is hereby agreed to be retained in his Hands as aforeſaid) ſhall be paid to the ſaid *C. D.* or his Aſſigns, for which the ſaid whole Premiſſes ſhall ſtand and remain as Security to the ſaid *A. B.* till the ſaid Reverſion ſhall be purchaſed as aforeſaid. **Item**, That as to ſuch Part of the ſaid Lands and Premiſſes as the ſaid *C. D.* is poſſeſſed of only for the Remainder of a Term of 500 Years, the ſaid *C. D.* ſhall be at the Charge of purchaſing in the Reverſion of the ſaid Premiſſes, and of any Decree or Act of Parliament to be obtained for that Purpoſe, ſo as that the Fee-ſimple and Inheritance thereof may be conveyed to the ſaid *A. B.* and his Heirs, for which a ſufficient Part of the ſaid Purchaſe Money ſhall be left in his Hands, as in the next preceding Article is provided. **Item**, That in caſe it ſhall be found that the ſaid Reverſion cannot be bought, or otherwiſe got in, and if the ſame ſhall not be actually conveyed to the ſaid *A. B.* on or before, *&c.* the ſaid *A. B.* ſhall be at Liberty to vacate the preſent Agreements for the Sale and Purchaſe of the ſaid Premiſſes, and ſhall be paid back what of the ſaid Purchaſe Money he ſhall have then paid, with Intereſt for the ſame, diſcounting thereout what he ſhall have then received by the Rents and Profits of the ſaid Premiſſes, to the ſaid *C. D.* or his Aſſigns, or as he ſhall appoint, free from all Incumbrances done by the ſaid *A. B.* But if the Reverſion of the ſaid Premiſſes ſhall be bought in, and conveyed to the ſaid *A. B.* the Surplus of the ſaid Sum of 500 *l.* (after deducting what ſhall have been paid for that Reverſion, and the Charges of getting in the ſame) ſhall be paid to the ſaid *C. D.* with Intereſt for the ſame from the Time when the ſaid *C. D.* ſhall have had Poſſeſſion of the Premiſſes. **Item**, That if at the Time of executing the ſaid Conveyance and letting the ſaid *A. B.* into the Poſſeſſion of the ſaid Premiſſes, three Months or upwards ſhall have then elapſed ſince the laſt Rent-Day, the ſaid *C. D.* ſhall have an Allowance in reſpect of the ſaid three Months ſo elapſed, and ſhall alſo have Liberty to receive any Rent which ſhall be in Arrear in the Tenants Hands at the ſaid then laſt Rent-Day. **Item**, That in regard it may be very difficult (if not impracticable) rightly to view and value the Timber growing on the ſaid Premiſſes, and to meaſure the Coppice Ground, during the Summer Seaſon, by Reaſon whereof the Purchaſe Money to be paid by the ſaid *A. B.* in reſpect of ſuch Timber and Coppice Ground cannot at preſent be reduced to a Certainty, it is agreed that the valuing the ſaid Timber and meaſuring the ſaid Coppice Ground, ſhall be deferred till the next Fall of the Leaf, and that in the mean Time the ſaid *A. B.* ſhall give to the ſaid *C. D.* or to ſome other Perſon whom he ſhall name, in Truſt for him, a Bond, in a ſufficient Penalty, conditioned to pay for the ſaid Timber and Coppice Ground, according to the Valuation and Rates aforeſaid, as ſoon as the ſame ſhall be valued and meaſured as aforeſaid. **In Witneſs**, &c.

Purchaſor to take the Eſtate as it is, without Allowance for Repairs, *&c.*

A good Eſtate in Fee Simple to be conveyed

The Purchaſor to retain ſo much of the Purchaſe Money as will pay off Mortgages.

Reverſion of Part of Premiſſes, and for obtaining a Decree or Act.

Reſidue of Purchaſe Money to be paid the Vendor.

Premiſſes ſtand charged till Reverſion purchaſed.

The Vendor to bear the Charges of buying in a Reverſion of Part of the Premiſſes.

If Reverſion can't be got in, the Purchaſor ſhall be at Liberty to vacate this Agreement, and be paid back his Money, diſcounting Rents *&c.* got in.

But if conveyed, Surplus of 500 *l.* to be paid to the Vendor.

Agreements as to Arrears of Rent, and Time elapſed between the Rent Day and Day of Poſſeſſion.

The Timber not to be valued till Winter, and the Purchaſor to give a Bond for the Money.

By a Widow and her Son and Heir, for the Sale of Freehold Lands, at ——— Years Purchaſe, and the Timber and Trees at a fixed Price.

Articles, &c. between *A. B.* of, *&c.* Widow and Relict of *B. B.* late of, *&c.* deceaſed, and *C. B.* of, *&c.* of the one Part, and *D. E.* of, *&c.* of the other Part, as follows:

FIRST, The ſaid *A. B.* and *C. D.* in Conſideration of, *&c.* (*as in the foregoing Covenants to convey*) All, *&c.* late the Eſtate of the ſaid *B. B.* in, *&c.* at the Rates and Prices herein after mentioned, that is to ſay, at the Rate and Price of 34 Years Purchaſe, for the even Pounds of the preſent annual Rents of the Premiſſes, and at the Rate and Price of 34 Years Purchaſe for the odd Shillings above even Pounds, and for the Ground and Soil of the Wood at *G.* containing about ——— Acres, at the Rate or Price of 35 Years Purchaſe, being valued at ——— *l. per Annum*, and for the Timber and Trees now growing or ſtanding upon the ſaid Wood-Ground, the Sum of 300 *l.* provided the ſame be ——— Acres; but if the ſame fall ſhort of that Meaſure, then a proportionable Abatement to be made out of the ſaid Sum of 300 *l.* (*Covenant for Payment of the Purchaſe-Money*, &c. *as before.*) And laſtly, it is agreed, That the ſaid *D. E.* ſhall enter upon the Premiſſes at, *&c.* next, and that in the mean Time no wilful Spoil or Waſte ſhall be made thereon. In Witneſs, &c.

Covenant by the Purchaſer to pay Part of the Purchaſe Money on executing the Purchaſe Deeds, and make a Mortgage to the Seller to ſecure the Payment of the Reſidue.

AND the ſaid *S. P.* for himſelf, his Heirs, Executors and Adminiſtrators, doth hereby covenant, promiſe, grant and agree to and with the ſaid *W. S.* his Heirs and Aſſigns, that upon making and executing ſuch Aſſurance and Conveyance of the ſaid Premiſſes as aforeſaid, he the ſaid *S. P.* his Heirs and Aſſigns, ſhall and will pay or cauſe to be paid unto the ſaid *W. S.* his Heirs, Executors or Aſſigns, the Sum of 1000 *l.* Part of the ſaid Purchaſe Money, and ſhall at the ſame Time make, ſeal and execute back to the ſaid *W. S.* his Executors or Aſſigns, or to ſuch Perſon as he ſhall appoint, a Mortgage or Security of all the ſaid intended to be conveyed Premiſſes, for the Term of 1000 Years, or ſome long Term of Years, for ſecuring the Payment to him of 300 *l.* other Part of the ſaid Purchaſe Money, on the ——— Day of ——— next coming after the Date hereof; and for the Payment of 2000 *l.* Reſidue of the ſaid Purchaſe Money to him the ſaid *W. S.* his Executors or Aſſigns, at the End of ——— Years, to begin and be accounted from the ſaid ——— Day of ——— next, being the Time agreed on for the executing of the ſaid Conveyances, with Intereſt from the ſaid Day during the ſaid Term of ——— Years, to the Time of Payment of the ſaid principal Sum, after the Rate of ——— *per Cent. per Annum*, freed of all Taxes, Payments and Impoſitions whatſoever, to be paid Half-yearly; the firſt Payment to be made on the ——— Day of ——— then and now firſt coming. Item, It is agreed that the ſaid *S. P.* his Heirs and Aſſigns ſhall enter on the ſaid Premiſſes from the Time above mentioned for executing the ſaid Conveyances, and be intitled to the Rents and Profits thereof from the ——— Day of this Inſtant ——— And alſo it is mutually agreed by and between the ſaid Parties, that the Contract or Agreement ſome Time ſince entered into and made by and between the ſaid *W. S. S. P.* and *H. B.* of *G.* Gent. for Leaſes of the ſaid Premiſſes and Coal Mines, ſhall be vacated and void to all Intents and Purpoſes: And the ſaid *W. S.* and *S. P.* for themſelves, their Heirs, Executors and Adminiſtrators, do hereby mutually bind and oblige him and themſelves to each other, in the Penal Sum of 6800 *l.* for the full and due Obſervance and Performance of theſe preſent Articles, and every Clauſe and Agreement herein contained. In Witneſs, &c.

When the Purchaſor ſhall enter.

Future Agreements to make Leaſes void.

Penalty.

Agreement

Agreement to convey Freehold Lands to a Perſon for whom they were purchaſed, by an Agent, on paying him the Money advanced and Expences.

Articles of Agreement, &c. this * —— *&c.* **Between** the Reverend *E. A.* of, *&c.* Clerk, of the one Part, and *E. P.* of, *&c.* Widow, of the other Part.

* To be dated before the executing Conveyance to Mrs. *P.*

Whereas the ſaid *E. P.* having her Money depoſited in the Court of Chancery, he the ſaid *E. A.* (at the ſpecial Inſtance and Requeſt of the ſaid *E. P.* which ſhe hereby acknowledges) *Did* on or about the —— Day of, *&c.* in his own Name, and with his own proper Money (being the Sum of 1826 *l.* 5 *s.*) purchaſe unto and to the Uſe of himſelf, his Heirs and Aſſigns, of and from *J. A.* Gent. (ſince deceaſed) and others, **All** that Meſſuage, *&c.* of, *&c.* **Subject nevertheleſs** to the Payment of an Annuity or yearly Sum of 40 *l.* to, *&c.* for the Purpoſe and in ſuch Manner as in the Conveyance of the ſaid Premiſſes is mentioned: **And whereas**, previous to ſuch Purchaſe, it was mutually agreed between the ſaid *E. A.* and *E. P.* to the Effect as follows, (*viz.*) That he the ſaid *E. A.* would at any Time, on Payment to him of the ſaid 1826 *l.* 5 *s.* convey unto and to the Uſe of the ſaid *E. P.* and her Heirs, the ſaid Farm and Premiſſes; and that he the ſaid *E. A.* until ſuch his Conveyance to her thereof made, ſhould receive the Rents and Profits of the Premiſſes, and that then he ſhould be accountable for and pay the ſame (Taxes and Repairs thereof deducted) unto the ſaid *E. P.* and the ſaid *E. P.* on executing ſuch Conveyance to her of the ſaid Premiſſes, agreed to pay or cauſe to be paid to the ſaid *E. A.* the Sum of 1826 *l.* 5 *s.* together with Intereſt for the ſame, at the Rate of 5 *l. per Cent. per Annum*, from the —— and to the, *&c.* together with all ſuch Money to be by him the ſaid *E. A.* paid, expended or diſburſed for Charges at Law and in Chancery, and alſo for all Fines, Conveyances and Aſſurances, Journeys or otherwiſe touching his Purchaſe, of and for reconveying of the ſaid Premiſſes to her the ſaid *E. P.* and that in ſuch Manner as in her Covenant herein after contained for that Purpoſe is mentioned: **Now theſe Preſents witneſs**, that in Purſuance and Performance of the before mentioned Agreement, he the ſaid *E. A.* for himſelf, his Heirs, Executors and Adminiſtrators, for the Conſideration after mentioned, doth hereby covenant to and with the ſaid *E. P.* her Heirs, Executors and Aſſigns, in Manner as follows, (*viz.*) That he the ſaid *E. A.* and his Heirs (on Payment to him or them of the ſaid Sum of 1826 *l.* 5 *s.* together with ſuch Intereſt for the ſame, at the Rate of —— during the Time aforeſaid) ſhall and will at the Requeſt and Charge of the ſaid *E. P.* duly execute and deliver unto, and to the Uſe of her the ſaid *E. P.* her Heirs and Aſſigns, a good and ſufficient Conveyance of the ſaid Farm and Premiſſes ſo by him purchaſed as aforeſaid, and that in ſuch Manner as by her and their Counſel ſhall be reaſonably adviſed or required; and alſo that he the ſaid *E. A.* his Heirs, Executors or Aſſigns, ſhall within three Months now next enſuing account with the ſaid *E. P.* for all the clear Rents, Iſſues and Profits to be by him received out of the ſaid Farm and Premiſſes, from the Time of ſuch his Purchaſe thereof, until the Date of theſe Preſents; and ſhall then pay to her the ſaid *E. P.* her Heirs, Executors or Aſſigns, all the clear Surplus of ſuch Rents and Profits as ſhall then remain in his Hands, (Taxes and Repairs to be thereout deducted as aforeſaid:) **And** ſhe the ſaid *E. P.* (in Purſuance and Performance of her Part of the before mentioned Agreement) doth for herſelf, her Heirs, Executors and Aſſigns, covenant to and with the ſaid *E. A.* his Heirs, Executors and Aſſigns, in Manner as follows, (*viz.*) That the ſaid Sum of 1826 *l.* 5 *s.* together with Intereſt for the ſame, after the Rate of 5 *l. per Cent. per Annum*, from, *&c.* until —— *&c.* ſhall within three Months now next enſuing be well and truly paid to the ſaid *E. A.* his Executors or Aſſigns, out of the ſaid Court of Chancery, or by her the ſaid *E. P.* or her Aſſigns; and alſo that ſhe the ſaid *E. P.* her Executors or Adminiſtrators, ſhall within three Months now next enſuing well and truly pay or cauſe to be paid unto the ſaid *E. A.* his Executors, Adminiſtrators or Aſſigns, all and every ſuch Sum and Sums of Money, as he the ſaid *E. A.* hath actually paid to Counſel and Attornies, for Fees, Fines, Deeds and otherwiſe, in relation to his Purchaſe of the ſaid Farm and Premiſſes; and alſo all Monies by him expended and paid in the Court of Chancery, or to any Maſter, Counſellor or Solicitor, there or otherwiſe touching his conveying of the ſame Premiſſes to her the ſaid *E. P.* and likewiſe all other Monies by him paid and expended in Journies to *London* or elſewhere or otherwiſe, as well on account of his Purchaſe of the ſaid Premiſſes, as alſo on account of his Reconveying the ſame to the ſaid *E. P.* and for true Performance, *&c.* (*Penalty*) **In Witneſs**, &c.

E. P.'s Money being depoſited in Chancery, *E. A.* in his own Name and with his own Money made a Purchaſe of Lands; Subject, *&c.* Which previouſly was agreed on paying the Purchaſe Money, *&c.* to be conveyed to ſaid *E. P.* *&c.*

E. A.'s Covenant to execute ſuch Conveyances, and to account for Rents, *&c.*

E. P.'s Covenant that ſaid Monies ſhall be paid to *E. A.* out of Chancery, or by her, and ſhall pay Charges of that Purchaſe.

Agreement for the Sale of a Moiety of Freehold Lands by Huſband and Wife and her Son by her former Huſband, and Agreements as to Deductions out of Purchaſe Money.

Articles, &c. **Between** *A. B.* of, *&c.* and *B.* his Wife, late Wife of *C. D.* late of, *&c.* deceaſed, and *D. D.* eldeſt Son and Heir of the ſaid *C. D.* by the ſaid *B.* of the one Part, and *E. F.* of, *&c.* of the other Part.

Covenant to convey a Moiety of the Premiſſes.

FIRST of all, the ſaid *A. B.* for himſelf and the ſaid *B.* his Wife, his and her Heirs, *&c.* and the ſaid *D. D.* for himſelf, *&c.* do hereby covenant, *&c.* to and with the ſaid *E. F.* his, *&c.* that in Conſideration, *&c.* in Hand, *&c.* at, *&c.* the Receipt, *&c.* and in Conſideration of the Covenants and Agreements herein after contained, on the Part and Behalf of the ſaid *E. F.* his, *&c.* they the ſaid *A. B.* and *B.* his Wife, and *D. D.* and the Heirs of the ſaid *D. D.* ſhall, *&c.* before, *&c.* by ſuch good and ſufficient Conveyances and Aſſurances in the Law, with reaſonable Covenants for the ſame, by Fine, Recovery or otherwiſe, as the ſaid *E. F.* his, *&c.* or his or their Counſel, *&c.* convey and aſſure, or cauſe, *&c.* unto, *&c.* free, *&c.* except as herein after is mentioned, one full Moiety, *&c.* which in and by, *&c.* were granted, *&c.* unto and to the Uſe of the ſaid *C. D.* and *A. B.* and the Heirs and Aſſigns of the ſaid *C.* in Truſt as to the Eſtate of the ſaid *A. B.* for the ſame *C.* and his Heirs, with their and every of their Appurtenances; **Alſo** the ſaid *E. F.* in Conſideration of the Premiſſes, does, *&c.* (*Covenant to pay* (*on making Conveyance*) *to* A. B. *and* B. *his Wife, and* D. D. 3500 *l. as and in full for the Purchaſe, after the Deductions hereafter mentioned:*) **Alſo** it is hereby further agreed between, *&c.* that one Moiety, *&c.* of the Principal Sum of 2100 *l.* ſecured on the ſaid Manor and Premiſſes by Mortgage made thereof, ſhall upon the making ſuch Conveyances and Aſſurances as aforeſaid, and Payment of the ſaid Purchaſe Money, be deducted and allowed out of the ſame Purchaſe Money, and that all Intereſt due and to grow due for the ſaid whole 2100 *l.* till the Time of executing the ſaid Conveyances, ſhall be paid and cleared by the ſaid *A. B.* and *D. D.* or one of them, their, *&c.* and that the ſaid *E. F.* and his Heirs, ſhall enter upon the ſaid Moiety, and receive the Rents and Profits thereof for his and their proper Uſe, from, *&c.* laſt paſt. **And laſtly**, That the Charges of the Fine and Recovery to be levied and ſuffered of the ſaid Moiety and Premiſſes, in order to make out a good Title and Conveyance as aforeſaid, ſhall be paid and borne by the ſaid *A. B.* and *B.* his Wife, and *D. D.* **In Witneſs**, &c.

To pay Purchaſe Money.

Deduction of Mortgage Money.

When Purchaſer to enter.

Charges.

Agreement by a Huſband for himſelf and his Wife to ſell her Freehold Eſtates when ſhe is 25 Years old (*at which Age ſhe is intitled in Poſſeſſion*) *at ſuch Rates as they ſhall be appraiſed at.*

Articles, &c. **Between** *J. T.* of, *&c.* Eſq; of the one Part, and *J. J.* of, *&c.* Eſq; of the other Part.

Covenant that a Husband and others intereſted ſhall convey the Wife's Eſtate within four Months after his Wife ſhall be of the Age of 25.

IMPRIMIS, The ſaid *J. T.* for and in Conſideration of the Sum of, *&c.* of, *&c.* to him in Hand, *&c.* by the ſaid *J. J.* at, *&c.* (in Part of the Purchaſe Money herein after covenanted and agreed to be paid by him the ſaid *J. J.*) the Receipt, *&c.* **Doth** for himſelf, his, *&c.* covenant, *&c.* to and with the ſaid *J. J.* his, *&c.* by theſe Preſents, That he the ſaid *J. T.* and all other Perſons intereſted in the Manors, Lands and Hereditaments herein after mentioned, ſhall for the Conſideration herein after mentioned within four Kalendar Months next after *D.* the Wife of the ſaid *J. T.* ſhall have attained the Age of 25 Years or ſooner, upon the Requeſt of the ſaid *J. J.* his Heirs or Aſſigns, at the Coſts and Charges of the ſaid *J. J.* his Heirs or Aſſigns, well and ſufficiently convey and aſſure **All** thoſe the Manors, *&c.* (which were the Freehold and Inheritance of Sir *T. D.* late of, *&c.* Knt. deceaſed) to which the ſaid *D. T.* Niece of the ſaid Sir *T. D.* and Wife of the ſaid *J. T.* now is or ſhall be intitled to the Poſſeſſion of when ſhe ſhall have attained the ſaid Age of 25 Years, by virtue of the laſt Will and Teſtament of the ſaid Sir *T. D.* her late deceaſed Uncle (or otherwiſe) unto or to the Uſe of the ſaid *J. J.* his Heirs and Aſſigns for ever, or to ſuch other Perſon or Perſons, and to and to the Uſe of his or their Heirs, as the ſaid *J. J.* or his Heirs, ſhall direct and appoint, and that by ſuch Ways, *&c.* wherein ſhall be contained ſuch reaſonable Covenants and Agreements as are uſual in ſuch Caſes; **And** the ſaid *J. J.* for himſelf, *&c.* doth hereby covenant, *&c.* to and with the ſaid *J. T.* his, *&c.* that if the ſaid *J. T.* and *D.* his Wife, and all other Perſons intereſted and neceſſary to join, ſhall within the ſaid four Kalendar Months next after

Covenant to pay Purchaſe Money if the Husband and

ter the ſaid *D.* ſhall have attained the ſaid Age of 25 Years, or ſooner if requeſted, well and ſufficiently convey and aſſure the ſaid Manors and Premiſſes as herein before is expreſſed, that then he the ſaid *J. J.* his Heirs, *&c.* ſhall at the ſame Time on the executing of ſuch Conveyances and Aſſurances as aforeſaid, well and truly pay, or cauſe to be paid unto the ſaid *J. T.* his *&c.* after the ſeveral Rates and Prices following, for the abſolute Purchaſe of the ſaid Manors, Hereditaments and Premiſſes, (that is to ſay) for the Purchaſe of the ſaid Capital Meſſuage or Manſion-houſe called *S. H.* and the, *&c.* the Sum of 2500 *l.* of, *&c.* and for the Purchaſe of, *&c.* as the ſame ſhall be appraiſed and valued by two indifferent Perſons, the one to be nominated by the ſaid *J. J.* his Heirs or Aſſigns, and the other to be nominated by the ſaid *J. T.* his Executors or Adminiſtrators; and for the Purchaſe of ſuch and ſo much and ſuch Part or Parts of the ſaid Manors, Hereditaments and Premiſſes as now are fairly and *bona fide* let out to Tenants after the Rate of 25 Years Purchaſe of like Money, according to the Rents for which the ſame now are fairly and *bona fide* let to Tenants; and for the Purchaſe of ſo much and ſuch Part or Parts of the ſaid Manors and Premiſſes as are now in Hand, and not let to any Tenant after the Rate of 25 Years Purchaſe of like Money, according as the yearly Value thereof ſhall be aſcertained by two Perſons, to be nominated as aforeſaid; and for the Purchaſe of all the Wood Grounds and Coppice Woods, and the Soil thereof, and of all the Timber Trees within, or upon or belonging to the ſaid Manors or Premiſſes, ſuch Sum of like Money as the ſame ſhall be valued and appraiſed to be worth by the two Perſons to be nominated as aforeſaid. **And** it is hereby further concluded, agreed and declared by and between the ſaid Parties to theſe Preſents, That in caſe ſuch two Perſons ſo to be nominated as aforeſaid ſhall not agree and determine the ſeveral Valuations intended to be made as aforeſaid; that then ſuch Valuations ſhall be made and determined by an indifferent Perſon, to be choſen and named Umpire by ſuch two Perſons to be nominated as aforeſaid. **In Witneſs**, &c.

Wife ſhall join in the Conveyance within four Months after ſhe is 25 Years of Age.

After ſuch particular Rates as the Eſtates ſhall be valued at.

If Appraiſers don't agree, an Umpire to be choſen.

Agreement to ſell a Moiety of Freehold Lands (decreed to be ſold) by the Father for the Daughter when ſhe comes of Age; in the Interim the intended Purchaſer to pay Rent.

THIS Indenture made, *&c.* **Between** *J. C.* of, *&c.* Eſq; of the one Part, and *T. S.* of, *&c.* Bricklayer, and *T. T.* of, *&c.* Carpenter, of the other Part: **Whereas** by a Decree made in the High Court of Chancery on or about the 2d Day of *December*, *&c.* in a Cauſe then depending, wherein the ſaid *J. C.* and *R.* his Wife (ſince deceaſed) Daughter and Heir at Law of *D. D.* Gent. then deceaſed, were Plaintiffs, and *T. L.* and *N. C.* Gent. (Executors of the ſaid *D. D.*) were Defendants, (therein reciting *inter alia*) that by a former Decretal Order dated the 2d of *June*, *&c.* made in the ſaid Cauſe, it was ordered and decreed, that the Teſtator *D. D.*'s Real Eſtate of 7 *l.* 18 *s. per Ann.* (being a Moiety of a Freehold Eſtate in, *&c.* held in common with one Mr. *C.*) ſhould be ſettled on the ſaid *J. C.* for his Life without Impeachment of Waſte, with Remainder to Truſtees to preſerve the contingent Remainders therein after limited, with Remainder to the ſaid *R.* for her Life; Remainder to Truſtees for a Term of 500 Years for raiſing younger Childrens Portions in caſe of Iſſue Male, in ſuch Manner as therein mentioned, with Remainder to the firſt and other Sons of the ſaid *J. C.* by the ſaid *R.* his Wife in Tail Male, with Remainder to the Daughters of the ſaid *J. C.* by the ſaid *R.* his Wife, to take as Tenants in Common and not as Jointenants, with Remainder to the ſaid *J. C.* his Heirs and Aſſigns for ever; and that the ſaid Real Eſtate could not be then ſettled according to the ſaid Decretal Order, the ſaid Plaintiff *R.* (the Teſtator's only Daughter and Heir at Law) being then under Age, and that the ſame had not been ſettled ſince ſhe came of Age; and that the Building Leaſe whereon the ſaid Ground Rent reſerved was expired; and that the ſaid Mr. *C.* was willing to join with the Plaintiffs in granting a new Leaſe or Sale of the ſaid Premiſſes, it was by the ſaid Decree of the 2*d* of *December*, *&c.* (amongſt other Things) by Conſent ordered, that the ſaid Plaintiffs ſhould be at Liberty to ſell and diſpoſe of their Intereſt in the ſaid Ground Rent and Houſes, and that the Money ariſing by Sale, which ſhould belong to the Plaintiffs, ſhould be laid out in a Purchaſe, and ſettled to the ſame Uſes as the Eſtate was directed to be ſettled by the ſaid firſt Decree; as by the ſaid in Part recited Decree, Relation, *&c.* **And whereas** ſoon after making the laſt recited Decree, and before any Sale was made of the ſaid Real Eſtate in, *&c.* the ſaid *R.* the Wife of the ſaid *J. C.* departed this Life, leaving Iſſue by the ſaid *J. C.* only one Daughter, namely *E.* now an Infant of the Age of 12 Years or thereabouts, to whom the ſaid Moiety of the ſaid Premiſſes, by virtue of the Settlement directed to be made by the firſt herein before mentioned Decree, will after the Death of —— deſcend: **And whereas** by a certain Memorandum or Agreement bearing Date the 15th Day of *November*, *&c.* between *H. C.* Eſq; as well on the Behalf of himſelf as of the ſaid *J. C.* of the one Part, and the ſaid *T. S.* and *T. T.* of the other Part, the ſaid *L C.* (in

Parties.

Recitals of Decrees in Chancery for Sale of the Eſtate.

Death of *J. C.*'s Wife *E* only Daughter.

An Agreement for Sale to *T. S.* and *T. T.*

(in Consideration of the Sum of 400 *l.* paid or secured to be paid to him and the said *J. C.* on or before the 24th Day of *June*, *&c.*) **Did** agree to assign over and make a good Conveyance and Title in Law unto the said *T. S.* and *T. T.* their Heirs and Assigns for ever, **of all** those Houses, *&c.* **And** the said *T. S.* and *T. T.* **Did** thereby covenant with the said *H. C.* and *J. C.* their Heirs and Assigns, that they the said *T. S.* and *T. T.* should on or before *Lady-day* or *Midsummer* then next at their Charge erect and build four Dwelling-Houses of Brick and Timber Work on the same Ground in, *&c.* aforesaid, whereon the said Houses before mentioned stood; **And** that the said *T. S.* and *T. T.* their Executors, Administrators and Assigns, should pay unto the said *H. C.* and *J. C.* their Heirs and Assigns, the yearly Rent of 25 *l.* by quarterly Payments to commence at *Christmas* then next. **And whereas** the said *T. S.* and *T. T.* in Pursuance of the said Agreement, have at their Charge erected and built four new Brick Houses on the said Ground as aforesaid, but have not paid the said 400 *l.* Purchase Money according to their said Agreement: **And whereas** the said —— Daughter of the said *J. C.* now an Infant, after her Father's Death, when she attains to her Age of 21 Years, will be intitled to the said Moiety of the said Ground and Premisses; and he the said *J. C.* not being capable of making a good and sufficient Title to and convey the said *H.*'s Moiety of the said Ground and Premisses unto them the said *T. S.* and *T. T.* according to the Agreement for that Purpose; and they the said *T. S.* and *T. T.* not having paid their said 400 *l.* Consideration Purchase Money as aforesaid, and not being at present able to raise and pay the same according to their said Agreement; for which Reasons, and in Regard thereof, **This Indenture witnesseth**, and it is hereby mutually and reciprocally agreed and declared by and between all and every the Parties hereunto, and the true Intent and Meaning of them and of these Presents is, That the said recited Memorandum or Agreement so made as aforesaid, so far as the same relates to the said *J. C.*'s Estate and Interest in the said Moiety of the said Piece of Ground therein mentioned, and which is repugnant to and inconsistent with the Agreement herein after made between the said *J. C.* and the said *T. T.* shall from henceforth be absolutely void and of no Effect to all Intents and Purposes whatsoever; any Thing to the contrary thereof notwithstanding. **And whereas** the said *T. T.* hath contracted and agreed with the said *J. C.* for the absolute Purchase of the said Moiety of the said Piece of Ground and Premisses herein after mentioned, and of the Fee-simple and Inheritance thereof, at and for the Sum of —— **Which** Sum is hereby mutually agreed between them the said *J. C.* and *T. T.* shall be paid at such Time, and with and under such Covenants and Agreements touching his the said *T. T.*'s Enjoyment of the said Premisses until the Purchase Monies paid, or the Payment of the yearly Sum of —— in Lieu thereof, unto the said *J. C.* until a proper Conveyance be made of the said Premisses unto the said *T. T.* in such Manner, and subject nevertheless to such Distress, as herein after mentioned and expressed touching and concerning the same, in case of Non-payment thereof: **Now this Indenture further witnesseth**, That in Pursuance and in Part of Performance of the said last recited Agreement, and in Consideration of the said Sum of —— Purchase Monies, to be paid by the said *T. T.* at such Time and in Manner as is herein after by the said *T. T.* agreed and covenanted for that Purpose, he the said *J. C.* as well for and on the Behalf of himself, as also for and on the Behalf of the said *E. C.* his Daughter, and for the several and respective Heirs, Executors and Administrators, doth grant, remise and agree, to and with the said *T. T.* his, *&c.* in Manner as follows, (that is to say) That they the said *J. C.* and *E.* his Daughter, or one of them, their or one of their Heirs, shall and will on or before the —— Day of —— (at which Time she the said *E. C.* if living, will have attained her Age of 21 Years) make out as well a good and clear Title to the said Moiety of the said Ground and Premisses herein after mentioned, as also by Indenture of Lease and Release, or other good and sufficient Conveyances and Assurances in the Law, (be the same by Fine or Recovery, or otherwise) to be by them the said *J. C.* and *E.* his Daughter, or their respective Heirs, some or one of them, duly executed, levied and suffered, and as by the Counsel learned in the Law of him the said *T. T.* his Heirs or Assigns, shall in that Behalf be reasonably advised or required, absolutely convey and assure unto and to the Use of the said *T. T.* his Heirs and Assigns for ever, freed and absolutely discharged of and from all and all Manner of Charges and Incumbrances whatsoever, **All** that, *&c.* and also one Moiety or half Part of the yearly Ground Rent of —— now reserved and payable for the said Premisses; and also all the Estate and Estates, Right, Title, Interest, Possession, Property, Claim and Demand whatsoever of them the said *J. C.* and *E.* his Daughter, or of either of them, of, in and to the said Premisses, so agreed to be purchased as aforesaid. **And further also**, That it shall and may be lawful to and for the said *T. T.* his Heirs and Assigns, at all Times from henceforth for ever hereafter, peaceably and quietly to have, hold, *&c.* the said Moiety of the said Piece of Ground and Premisses so intended to be conveyed as aforesaid, and to receive and take the said Moiety of the Rent, Issues and Profits thereof, to and for his and their own Use and Benefit, without any Let, *&c.* of, from or by the said *J. C.* and *E.* his Daughter, or either of them, their or either of their Heirs or Assigns, or of or by any other, *&c.* **Subject nevertheless**

who were to build Houses.

Agreement that the recited Agreement shall be void so far as inconsistent with the Agreement hereafter mentioned.

Recital of *T. T.*'s Agreement with *J. C.* for Purchase.

How Purchase Money is to be paid.

T. T. covenants for himself and Daughter that when she is of Age they will convey.

Peaceable Enjoyment.

Subject to the Purchaſe Money, and Diſtreſs till Purchaſe Money paid.

Covenant to pay Purchaſe Money, and in the interim to pay Rent.

Clauſe of Diſtreſs.

Agreement, the Attorney's Charges as to the Chancery Proceedings and Conveyances to be paid equally between the Parties.

Penalty.

verthelefs to the Payment of the ſaid Sum of —— Purchaſe Monies for the ſaid Premiſſes to them the ſaid *J. C.* and *E.* his Daughter, or one of them, in Manner as aforeſaid; and alſo ſubject to ſuch Diſtreſs as herein after is mentioned in caſe of Non-payment of the ſaid yearly Sum of —— ſo to be paid by the ſaid *T. T.* his Heirs or Aſſigns, until the ſaid —— Purchaſe Monies ſhall be ſo paid as aforeſaid. **And this Indenture further witneſſeth**, that in further Purſuance and full Performance of the ſaid recited Agreement, and in Conſideration of ſuch quiet Enjoyment of the ſaid Moiety of the ſaid Piece of Ground and Premiſſes, and of ſuch Conveyance and Aſſurance ſo to be made thereof to the ſaid *T. T.* and his Heirs by them the ſaid *J. C.* and *E.* his Daughter, or one of them, their or one of their Heirs, in Manner aforeſaid; **He** the ſaid *T. T.* for himſelf, his Heirs, Executors and Adminiſtrators, doth hereby covenant, promiſe, grant and agree to and with each of them the ſaid *J. C.* and *E.* his Daughter, their and each of their Heirs and Aſſigns, in Manner as follows, *viz.* That he the ſaid *T. T.* his Heirs, Executors, Adminiſtrators or Aſſigns, (on the executing, perfecting and compleating of ſuch Conveyance and Aſſurance of the ſaid Moiety of the ſaid Piece of Ground, Rent and Premiſſes ſo to be made to him the ſaid *T. T.* and his Heirs in Manner as aforeſaid) ſhall and will well and truly pay, or cauſe to be paid unto the ſaid *J. C.* and *E.* his Daughter, or one of them, their or one of their Heirs or Aſſigns, the ſaid Sum of —— of, *&c.* which Sum when paid is hereby agreed by all the Parties hereto ſhall be in full for the abſolute Purchaſe of the ſaid Moiety of the ſaid Ground, Rent and Premiſſes: **And alſo** that he the ſaid *T. T.* his Heirs, Executors, Adminiſtrators or Aſſigns, ſhall and will (in the mean Time and until ſuch Time only as the ſaid Conveyance ſo made and executed to him or them of the ſaid Premiſſes ſo agreed to be by him purchaſed as aforeſaid) well and truly pay, or cauſe to be paid to the ſaid *J. C.* and his Heirs or Aſſigns, the yearly Rent or Sums of —— of, *&c.* on the four Quarter Days following, (to wit) on, *&c.* by equal Proportions, or within —— Days next after every of the ſaid Quarter Days; the firſt of which quarterly Payments to be begun and be made on, *&c.* next or within —— Days then next following; **And** in caſe it ſhall happen that the ſaid yearly Sum, or any Part thereof, ſhall at any Time during the Time aforeſaid be behind or unpaid by the Space of —— Days next after any of the ſaid Quarter Days whereon the ſame ought to be paid as aforeſaid (being lawfully demanded), that then it ſhall and may be lawful to and for the ſaid *J. C.* his Heirs or Aſſigns, to enter upon the ſaid Premiſſes ſo agreed to be conveyed as aforeſaid, and to diſtrain for the ſame, and the Diſtreſs and Diſtreſſes then and there found to carry away, detain and keep, or otherwiſe diſpoſe thereof as the Law in ſuch Caſes directs, until the ſaid yearly Sum of —— and all Arrears thereof, and all Coſts and Charges touching the ſame, ſhall be fully ſatisfied and paid: **And it is hereby mutually agreed** between the ſaid *J. C.* and *T. T.* for themſelves and their reſpective Heirs, that as well the Sum of —— now due to Mr. *A.* an Attorney at Law for Fees and Expences of proſecuting the above Proceedings in Chancery, as alſo the Charge of this preſent Conveyance, and of all the ſubſequent Deeds, Conveyances and Aſſurances to be made touching the Conveying of the ſaid Premiſſes unto the ſaid *T. T.* as aforeſaid, ſhall be equally born and paid by them the ſaid *J. C.* and *T. T.* and their reſpective Heirs and Aſſigns, Share and Share alike: **And** the ſaid *J. C.* for himſelf, his Heirs, Executors and Adminiſtrators, doth by theſe Preſents bind himſelf, his Heirs, Executors and Adminiſtrators, unto the ſaid *T. T.* his Heirs, Executors and Adminiſtrators, in the penal Sum of —— of lawful Money, for the true and juſt Performance of the Covenants and Agreements in theſe Preſents contained, and which on the Part and Behalf of the ſaid *J. C.* his Heirs, Executors and Adminiſtrators, are to be paid, kept, done and performed; **And** he the ſaid *T. T.* for himſelf, his Heirs, *&c.* (*The like to Mr.* C.) **In Witneſs**, &c.

Agreement that Part of Purchaſe Money for the Moiety of Freehold Lands remaining in the Purchaſer's Hands until the Owner of the other Moiety ſhall be of Age or die, is to diſcharge the Mortgage Money; the Reſidue to Vendor of the firſt Moiety, which is to ſtand as Security for the Money retained, and an Agreement by the ſaid Vendor and the Guardians of the Infant to procure him to convey his Moiety when of Age, and an Agreement as to the Cuſtody, and producing the Title Deeds.

Recitals.

THIS Indenture, &c. **Between** *E. F.* of, *&c.* of the one Part, and *A. B.* of, *&c.* and *B.* his Wife, (late *B. D.* the Widow and Relict of *C. D. &c.* deceaſed) and *D. D.* eldeſt Son and Heir of the ſaid *C. D.* by the ſaid *B.* of the other Part. **Whereas**, &c. (*Recital of Mortgage in Fee from ſaid* C. D. *and* A. B. *his Truſtee, to* F. G. *and ſaid* E. F. *redeemable on Payment of* 1350 l. *and Intereſt; and that at the Time of the Mortgage the Premiſſes were charged with* 3000 l. *under the Will of a former Owner, ſubject to a Term of* 500 *Years for raiſing the ſame;* C. D. *by his Will directed the* 3000 l. *and* 1350 l. *and Intereſt, to be paid by*

his Executors out of his Perſonal Eſtate, and deviſed one Third of the Lands to his Wife, now Wife of ſaid A. B. *for Life, and ſubject thereto, to his two Sons by Moieties in Tail, with croſs Remainders in Fee, and appointed Executors and died, the Executors paid Part of the Money charged by the former Owner, and the* Ceſtuy que Truſt *of the Mortgage in Fee advanced the reſt, and took an Aſſignment of the Term to his Truſtees. The Aſſignment. The Executors of the Mortgagor paid a further Sum to the Mortgagee,* 2100 l. *now due to ſaid* F. G. *on his Securities; ſaid* D. D. *(the Mortgagor's Son) of Age,* A. B. *and* B. *his Wife (his Mother and her Huſband) have ſuffered a Recovery, and declared the Uſe by Bargain and Sale inrolled.* E. F. *contracted for the Purchaſe of the ſaid Moiety for* 3000 l. *and* A. B. *and* B. *his Wife, and* D. D. *by Leaſe and Releaſe (in Conſideration of* 1950 l. *in Part of ſaid* 3000 l. *paid by ſaid* E. F. *to ſaid* D. D. A. B. *and* B. *his Wife, and of* 1050 l. *Reſidue of ſaid* 3000 l. *to be paid by ſaid* E. F. *to ſaid* F. G. *in Diſcharge of a Moiety of the ſaid Debt of* 2100 l.) *conveyed by the Direction of the ſaid* E. F. *one Moiety of the Premiſſes to* Y. Z. *in Truſt for ſaid* E. F. *ſubject to ſaid* 1050 l. *to be paid by the ſaid* E. F. *out of the ſaid* 3000 l. *Purchaſe Money to the ſaid* F. G. N. D. *Tenant in Tail of the other Moiety, is a Minor, whereby the* 2100 l. *due to ſaid* F. G. *on Mortgage of the whole Premiſſes, cannot be effectually apportioned; wherefore it was agreed that the ſaid* E. F. *ſhould only pay down* 1350 l. *in Part of ſaid* 3000 l. *Purchaſe Money, and retain in his Hands* 1650 l. *the Reſidue thereof, ſaid* 1350 l. *paid, and ſaid* 1650 l. *remaining behind in the Hands of* E. F. *in which* 1650 l. *are included the ſaid* 1050 l. *to be paid by the ſaid* E. F. *to ſaid* F. G. *in Diſcharge of a Moiety of his Debt of* 2100 l. **Now this Indenture witneſſeth,** and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, and the ſaid *D. D.* and *A. B.* and *B.* his Wife, do hereby declare, conſent and agree, that the ſaid Sum of 1650 *l.* (Reſidue of the ſaid 3000 *l.* Purchaſe Money) ſo remaining in the Hands of the ſaid *E. F.* as aforeſaid, is ſo to remain in the Hands of him, his Heirs, *&c.* at ſuch Intereſt for the ſame in the mean Time, as is herein after mentioned, until the ſaid *N. D.* ſhall attain his Age of 21 Years, or die without Iſſue, which ſhall firſt happen, and then and thereupon the ſaid Sum of 1650 *l.* is to be paid and applied by the ſaid *E. F.* his, *&c.* in Manner following; that is to ſay, ſo much and ſuch Part thereof as ſhall be ſufficient and neceſſary, abſolutely to free and diſcharge the ſaid Moiety, Hereditaments and Premiſſes, purchaſed by the ſaid *E. F.* as aforeſaid, of and from the ſaid Debt or Sum of 2100 *l.* due and owing to the ſaid *F. G.* as aforeſaid, and every Part thereof, and all Intereſt then due for the ſame, is to be and ſhall be paid unto him the ſaid *F. G.* his, *&c.* and all the then Reſidue thereof, over and above what ſhall be ſo paid to the ſaid *F. G.* his, *&c.* as aforeſaid, is to be and ſhall be paid unto him the ſaid *D. D.* his, *&c.* **And** the ſaid *E. F.* doth hereby for himſelf, his, *&c.* covenant, *&c.* to and with the ſaid *D. D.* his Heirs, *&c.* in Manner following; that is to ſay, That he the ſaid *E. F.* his Heirs, *&c.* ſhall and will well and truly pay or cauſe to be paid the ſaid Sum of 1650 *l.* ſo remaining in his Hands as aforeſaid, and every Part thereof, unto ſuch Perſon or Perſons, and for ſuch Purpoſes, and at ſuch Time or Times, and in ſuch Proportions and Manner as are herein before in that Behalf mentioned and agreed upon; **And further,** that in the mean Time and until the ſaid Sum of 1650 *l.* ſhall be paid, applied and diſpoſed of as aforeſaid, he the ſaid *E. F.* his, *&c.* ſhall and will pay, or cauſe, *&c.* ſuch Intereſt for the ſaid Sum of 1650 *l.* to ſuch Perſons, and in ſuch Manner and Proportions as are herein after mentioned; that is to ſay, Unto the ſaid *F. G.* his, *&c.* Intereſt for the Sum of 1050 *l.* Part of the ſaid Sum of 1650 *l.* at the Rate of 4 *l.* 10 *s. per Cent. per Ann.* and the ſaid *D. D.* his, *&c.* Intereſt for the Sum of 600 *l.* (Reſidue of the ſaid Sum of 1650 *l.*) at the Rate of 4 *l. per Cent. per Ann.* ſuch Intereſt to commence and be accounted from the Day of the Date hereof, and to be paid and payable by equal Half-yearly Payments, on the, *&c.* in every Year, (and ſo in Proportion, and after the reſpective Rates aforeſaid, for any ſhorter or leſſer Time than a Year) free of all Taxes and Deductions whatſoever, Parliamentary or otherwiſe: **And** for the better and more effectually ſecuring the Payment of the ſaid Sum of 1650 *l.* together with ſuch Intereſt for the ſame as aforeſaid, to ſuch Perſons, and at ſuch Time or Times, and in ſuch Proportions and Manner as herein before in that Behalf is mentioned and agreed upon, he the ſaid *E. F.* doth hereby for himſelf, *&c.* covenant, *&c.* to and with the ſaid *D. D.* his, *&c.* that the ſaid Moiety, Hereditaments and Premiſſes ſo purchaſed by him the ſaid *E. F.* as aforeſaid, ſhall be a Security for, and ſhall ſtand and be ſubject to and charged and chargeable with the Payment of the ſaid Sum of 1650 *l.* and ſuch Intereſt for the ſame as aforeſaid; and he the ſaid *E. F.* doth hereby charge and ſubject the ſame Moiety and Premiſſes with and to the Payment of the ſaid 1650 *l.* and ſuch Intereſt for the ſame accordingly: **And** the ſaid *A. B.* doth hereby for himſelf and the ſaid *B.* his Wife, his and her Heirs, *&c.* covenant, *&c.* with the ſaid *E. F.* and *D. D.* and each of them, their and each of their Heirs, *&c.* that they the ſaid *A. B.* and *B.* his Wife, and the Guardians for the Time being of the ſaid *N. D.* or ſome of them, ſhall and will from Time to Time during the Life of her the ſaid *B.* and until the ſaid *N. D.* ſhall attain his Age of 21 Years, or die without Iſſue, pay or cauſe to be paid unto the ſaid *F. G.* his,

Agreement of the Vendors as to the Purchaſe Money remaining unpaid.

Part to diſcharge the Mortgage;

the Reſidue to *D. D.*

Purchaſor covenants to pay the ſame accordingly, and Intereſt in the mean Time.

Covenant that the purchaſed Moiety ſhall ſtand as Security for the Money retained and Intereſt.

The Husband covenants for himſelf and Wife to *E. F.* and *D. D.* to pay the Intereſt for half of the Money due.

his, &c. Intereſt for one Moiety of the ſaid Debt or Sum of 2100 *l.* ſo due and owing to him as aforeſaid, as and when the ſame ſhall become due and payable, and thereof and therefrom ſhall and will ſave, defend, keep harmleſs and indemnified them the ſaid *E. F.* and *D. D.* and each of them, their and each of their Heirs, &c. and the ſaid Moiety and Premiſſes ſo purchaſed by the ſaid *E. F.* and the ſaid Sum of 2000 *l.* ſo remaining in his Hands as aforeſaid, and every Part thereof. **And whereas** by Reaſon of the Infancy of the ſaid *N. D.* his ſaid Moiety or Half-part of the ſaid Manor, &c. cannot at preſent be ſold, or be by him legally and effectually conveyed; yet nevertheleſs upon a Contract of the ſaid *E. F.* for the Purchaſe of the other Moiety of the ſame Premiſſes, they the ſaid *A. B.* and *B.* his Wife, and *D. D.* did agree with the ſaid *E. F.* that his the ſaid *N. D.*'s Moiety ſhould, for the Conſiderations herein after mentioned, be ſold and conveyed and aſſured unto him the ſaid *E. F.* in Manner herein after expreſſed, or at leaſt that they the ſaid *A. B.* and *B.* his Wife, and *D. D.* would uſe their utmoſt Endeavours to procure the ſame Moiety to be ſold, conveyed and aſſured: **Now** therefore in Purſuance of the ſaid laſt mentioned Agreement, and in Conſideration of the Covenant and Agreement on the Part of the ſaid *E. F.* next herein after contained, they the ſaid *A. B.* and *B.* his Wife, and *D. D.* do hereby for themſelves, &c. covenant, &c. to and with the ſaid *E. F.* his Heirs and Aſſigns, that they the ſaid *A. B.* and *B.* his Wife and *D. D.* or the Survivors or Survivor of them, ſhall and will within the Space of ſix Kalendar Months after the ſaid *N. D.* ſhall attain his Age of 21 Years, or die without Iſſue, which ſhall firſt happen, or ſooner (in caſe the ſame can be legally done) cauſe and procure, or do his, her or their utmoſt Endeavours to procure the ſaid *N. D.* or his Heirs, by good and ſufficient Conveyances and Aſſurances in the Law to grant, convey and aſſure, or to join with ſuch of them the ſaid *A. B.* and *B.* his Wife, and *D. D.* as ſhall be then living, (and be neceſſary Parties to ſuch Conveyances) in granting, &c. the ſaid Moiety or Half-part of him the ſaid *N. D.* of and in the ſaid Manor, &c. and all his, her and their ſeveral and reſpective Eſtates and Intereſts therein, unto and to the Uſe of him the ſaid *E. F.* his Heirs and Aſſigns, or as he or they ſhall direct and appoint, free from all Intails and Incumbrances, and with uſual and reaſonable Covenants, in ſuch Manner as by the ſaid *E. F.* his, &c. or his or their Counſel, &c. ſhall be reaſonably adviſed, &c. in which Conveyances and Aſſurances they the ſaid *A. B.* and *B.* his Wife, and *D. D.* or ſuch of them as ſhall be then living, and ſhall be thereunto required, ſhall and will freely and voluntarily join with the ſaid *N. D.* or his Heirs. **And in Conſideration** of the Covenant and Agreement laſt herein before contained, the ſaid *E. F.* doth hereby for himſelf, &c. covenant, &c. to and with the ſaid *A. B.* and *B.* his Wife, and *D. D.* their Executors, &c. that he the ſaid *E. F.* his Heirs, &c. ſhall and will, upon the ſealing, executing and perfecting of ſuch Conveyances and Aſſurances as aforeſaid, of the ſaid laſt mentioned Moiety of the ſaid Manor, &c. pay or, &c. for and as in full for the Conſideration Money for the Purchaſe of the ſame Moiety, the full Sum of 3300 *l.* of, &c. in the Proportions and Manner following; that is to ſay, the Sum of 150 *l.* (Part thereof) unto the ſaid *D. D.* his Executors, &c. and the Sum of 3150 *l.* (Reſidue thereof) unto the ſaid *N. D.* and *A. B.* and *B.* his Wife, or ſome or one of them, in ſuch Proportions as they ſhall in that Behalf agree upon, or unto ſuch other Perſon or Perſons as for the Time being ſhall be legally intitled to receive the ſame. **And it is hereby agreed** by all the ſaid Parties hereto, that the Charges and Expences of ſuch Conveyances as are laſt herein before mentioned (ſave only of any Fine or Recovery which may be neceſſary to be levied or ſuffered thereupon, or in Order thereto) ſhall be paid and born by the ſaid *E. F.* his Heirs, &c. but the Charges and Expences of any ſuch Fine or Recovery as is laſt mentioned (in caſe any ſuch ſhall be neceſſary) ſhall be paid and born by the Perſon or Perſons levying or ſuffering the ſame. **Provided always nevertheleſs**, and it is hereby agreed and declared by and between all the ſaid Parties to theſe Preſents, that in caſe the ſaid laſt mentioned Moiety of the ſaid Manor, &c. ſhall not in Purſuance of the ſaid Agreements herein before in that Behalf contained, be conveyed and aſſured unto, &c. within, &c. (*ut ſupra*) then and in ſuch Caſe, and at all Times from thenceforth, the ſaid Covenant and Agreement herein before contained on the Part of the ſaid *E. F.* for Payment of the ſaid Sum of 3300 *l.* and all other the Agreements herein before contained for the Purchaſe and Conveyance of the ſame Moiety in Manner aforeſaid, ſhall ceaſe, determine and be utterly null and void to all Intents and Purpoſes; any Thing, &c. **And whereas** it has been agreed by and between all the ſaid Parties to theſe Preſents, That all and every the Deeds, Evidences and Writings in the Schedule here under mentioned, which concern and relate to the Title of the ſaid Manor, &c. ſhould be delivered to the ſaid *E. F.* and remain in the ſaid Hands and Cuſtody of him and his Heirs and Aſſigns, but to be by him and them produced in Manner herein after mentioned: **Now** in Purſuance of the ſaid laſt mentioned Agreement, the ſaid *E. F.* doth hereby for himſelf, his Heirs, &c. covenant, &c. to and with the ſaid *A. B.* and *B.* his Wife, and *D. D.* that he the ſaid *E. F.* his, &c. ſhall and will at any Time or Times after he ſhall receive the ſame from the ſaid *F. G.* upon the reaſonable Requeſt

Recital that the Minor's Moiety cannot now be ſold, tho' the Husband and Wife and *D. D.* agree that it ſhould, or at leaſt they would endeavour to procure the ſame to be ſold to ſaid *E. F.*

Covenant to endeavour to procure ſuch Sale when the Minor comes of Age or dies.

The Purchaſor covenants that on Sale of the other Moiety he will pay 3300 *l.* in ſeveral Proportions;

and the Charges, except a Fine or Recovery.

Proviſo, that if the laſt Moiety ſhall not be conveyed, the Agreement to be void.

Recital of Agreement as to the Cuſtody and producing the Title Deeds.

Covenant as to the ſame.

queſt of the ſaid *A. B.* and *B.* his Wife, *D. D.* and *N. D.* or any of them, or of ſuch other Perſon or Perſons who for the Time being ſhall be Owner or Owners of or legally intitled to the ſaid laſt mentioned Moiety and Premiſſes, (but at the Coſts and Charges of the Perſon or Perſons who ſhall make ſuch Requeſt) produce and ſhew forth, or cauſe or procure to be produced or ſhewn forth, unto them the ſaid Parties laſt mentioned, or any of them, or ſuch Owner or Owners as aforeſaid, or to his or their Counſel or Counſels, or at any Trial or Hearing in any Court of Law or Equity, or otherwiſe, as Occaſion ſhall be or require, all and every or any of the ſaid Deeds, Evidences and Writings, (unleſs hindered or prevented by Fire, or other inevitable Accident) for the evidencing, maintaining and defending the Titles of the ſaid Parties laſt named, or of ſuch Owner or Owners, in and to the ſaid laſt mentioned Moiety and Premiſſes ſo as he the ſaid *E. F.* his, *&c.* be not compelled or compellable for the doing thereof to go or travel further than the Cities of *London* and *Weſtminſter*, or one of them. **In Witneſs**, &c.

Between ſeveral Perſons to purchaſe Eſtates, each to pay his proportionable Part of the Purchaſe Money and Charges, &c.

Whereas it has been propoſed that we *H. W. J. S.* and *J. T.* or ſome or one of us, ſhall purchaſe the Eſtate of *T. J. T.* Eſq; in *B. H.* and *O.* in *G.* And alſo all an Eſtate of the ſaid Mr. *T.* which he holds for two Lives at *K.* in *S.* And alſo an Eſtate of the ſaid Mr. *T.* at *L.* in *W.* And alſo an Eſtate of the ſaid Mr. *T.* in the City of *B.* which he holds by one or more Leaſe or Leaſes. And alſo the preſent and reverſionary Intereſt of Mrs. *W.* in the aforeſaid Eſtate at *K.* **Now** we do ſeverally promiſe and agree with one another, That if any one or more of us ſhall purchaſe the ſaid Eſtates, or any of them, either in our own, or any other Name or Names, that the others or other of us will pay our Proportions of ſuch Purchaſe Money; *And* that ſuch Purchaſe or Purchaſes ſhall be for the joint Benefit of us all; And that all Coſts, Charges, Damages and Expences relating thereto, ſhall be born by us in equal Proportions. **Provided**, That the Purchaſe Money for the ſaid Eſtates at *B. H.* and *O.* do not exceed 10,200 *l.* and the Purchaſe Money for the ſaid other Eſtates of the ſaid *T. J. T.* 800 *l.* and the Purchaſe Money for the ſaid Eſtate or Intereſt of the ſaid Mrs. *W.* 350 *l.* **Witneſs** our Hands the —— Day of, *&c.*

Articles as to the purchaſing of the Equity of Redemption of the Eſtate in G. &c. *purſuant to the laſt Agreement.*

Articles of **Agreement** had, *&c.* at *D.* in *French Flanders*, this —— Day of —— (according to the Stile uſed in *Great Britain*) in the Year of our Lord ——, between *T. J. T.* Eſq; late of *H.* in the County of *G.* in the Kingdom of *Great Britain*, but now reſiding in *D.* aforeſaid, and *M.* his Wife, of the one Part, and *J. T.* of, *&c.* Gent. and *R. W.* of, *&c.* in the County of *M.* in *Great Britain* aforeſaid, Gent. of the other Part, as follows:

Recitals. As to *T. J. T.*'s being ſeiſed of the Equity thereof.

Whereas the ſaid *T. J. T.* is ſeiſed of or intitled to the Equity of Redemption in Fee-ſimple of the Manor of *O.* and of divers Meſſuages, Lands, Tenements and Hereditaments in *B. H.* and *O.* in the ſaid County of *G.* (all which ſaid Manor, Meſſuages, Mills, Lands, Tenements and Hereditaments, with their and every of their Appurtenances, by virtue of ſome Deeds, Mortgages or Securities entered into and executed by the ſaid *T. J. T.* ſtand charged with and ſubject to the Payment of the principal Sum of 7300 *l.* to *R. N.* Eſq; and *R. S.* or one of them, with Intereſt for the ſame from the 9th Day of *March* (according to the Stile uſed in *Great Britain*) in the Year of our Lord —— And the ſaid *R. N.* and *R. S.* have filed their Bill in the High Court of Chancery in *Great Britain* aforeſaid, praying (amongſt other Things) the Repayment of the ſaid principal Sum, with the Intereſt due for the ſame, or that in Default thereof he the ſaid *T. J. T.* might be abſolutely foreclоſed of his Equity of Redemption of and in the ſaid Manor and Premiſſes, with the Appurtenances, or to ſome ſuch Purpoſe or Effect, and ſeveral further Proceedings have been had thereon.——So that it is now computed, that the ſaid principal Money, and the Intereſt thereof to *Midſummer* laſt, with the Coſts of Suit which have been and will be occaſioned thereby, (after a Deduction of 625 *l.* or thereabouts, which hath been received by the ſaid Mortgagees, or one of them, out of the Rents and Profits of the ſaid mortgaged Premiſſes) will amount to upwards of 8000 *l.*

As to Suit in Court touching foreclоſing him, *&c.*

And what now due to Mortgagees from him.

And whereas the ſaid *T. J. T.* now is and ſtands indebted to the ſeveral Perſons in the Sche-

As to his being indebted

dule here under named in the ſeveral Sums of Money in the ſame Schedule mentioned to be due to them reſpectively; which he is deſirous ſhould be paid accordingly: **And whereas** the ſaid *T. J. T.* hath this Day agreed to grant, ſell and aſſign his Equity of Redemption, and all his Right, Title and Intereſt of and in all his ſaid Manor, Meſſuages, Mills, Lands, Tenements and Hereditaments before mentioned, and all other his Eſtate, Lands, Tenements and Hereditaments in the ſaid County of *G.* with their and every of the Rights, Members and Appurtenances, unto the ſaid *J. T.* and *K. W.* their Heirs, Executors and Adminiſtrators (ſubject to the aforeſaid Incumbrances) for the Conſiderations herein after mentioned: **Now theſe Preſents witneſs**, *That* for and in Conſideration of the Sum of 65 *l.* of, *&c.* to be paid to the ſaid *T. J. T.* as herein after mentioned, and of the Annuities or yearly Payments herein after alſo mentioned to be paid by the ſaid *J. T.* and *K. W.* and to be ſecured in ſuch Manner as herein after is mentioned; and alſo in Conſideration that the ſaid *J. T.* and *K. W.* have agreed to pay the ſaid Principal, Intereſt and Coſts to the ſaid *R. N.* and *R. S.* and alſo to pay the ſaid ſeveral Debts in the ſaid Schedule hereunder written mentioned, and to indemnify him the ſaid *T. J. T.* from the ſame; **The** ſaid *T. J. T.* **Doth** by theſe Preſents covenant, promiſe, grant and agree to and with the ſaid *J. T.* and *K. W.* their Heirs, Executors and Adminiſtrators, that he the ſaid *T. J. T.* and the ſaid *M.* his Wife, ſhall and will within two Months from the Day of the Date hereof, at the Requeſt of the ſaid *J. T.* and *K. W.* their Heirs or Aſſigns, and at their Coſts and Charges, by Fine, and ſuch other good and ſufficient Conveyance and Aſſurance in the Law, as Counſel learned in the Law ſhall adviſe, convey and aſſure unto the ſaid *J. T.* and *K. W.* and their Heirs for ever, or unto ſuch other Perſon or Perſons, and his, her or their Heirs for ever, as the ſaid *J. T.* and *K. W.* ſhall direct and appoint, the Equity and Right of Redemption of the ſaid *T. J. T.* and all his and the ſaid *M.*'s Right, Title and Intereſt of and in the ſaid Manor, Meſſuages, Mills, Lands, Tenements and Hereditaments, and all other the Manors, Meſſuages, Mills, Lands, Tenements and Hereditaments of him the ſaid *T. J. T.* in the ſaid County of *G.* freed and diſcharged of and from all Manner of Incumbrances whatſoever, (**Other than and except** the Incumbrances herein before and in the Schedule hereunder written mentioned); **And** that the ſaid *J. T.* and *K. W.* or ſuch other Perſon or Perſons as they ſhall direct, ſhall and may receive and take all the Rents, Iſſues and Profits of the ſaid Manor, Meſſuages, Mills, Lands, Tenements and Hereditaments from *Midſummer* laſt for their own Uſe. **And** the ſaid *J. T.* and *K. W.* for themſelves, their Heirs, Executors and Adminiſtrators, do hereby covenant, promiſe, grant and agree to and with the ſaid *T. J. T.* his Heirs, Executors and Adminiſtrators, that on his the ſaid *T. J. T.* and *M.* his Wife, their acknowledging ſuch Fine, and making and executing ſuch other Conveyances and Aſſurances as aforeſaid, they the ſaid *J. T.* and *K. W.* their Heirs, Executors and Adminiſtrators, ſhall and will well and truly pay or cauſe to be paid to the ſaid *T. J. T.* his Heirs or Aſſigns, the ſaid Sum of 65 *l.* and alſo ſhall and will give, ſeal, execute and deliver to the ſaid *T. J. T.* one Bond or Obligation in the Penalty of 3000 *l.* of lawful Money of *Great Britain*, with Condition to be there under-written, for making void the ſame, if they the ſaid *J. T.* and *K. W.* or either of them, their or either of their Heirs, Executors or Adminiſtrators, do and ſhall well and truly pay or cauſe to be paid unto the ſaid *T. J. T.* or his Aſſigns upon Requeſt, one Annuity or yearly Sum of 70 *l.* of like lawful Money, during the Life of the ſaid *T. J. T.* by equal Half-yearly Payments; the firſt Payment thereof to begin and be made on *Chriſtmas* Day next; and alſo if the ſaid *J. T.* and *K. W.* or either of them, their or either of their Heirs, Executors or Adminiſtrators, do and ſhall well and truly pay or cauſe to be paid unto the ſaid *M.* the Wife of the ſaid *T. J. T.* or to ſuch Perſon or Perſons as ſhe ſhall direct or appoint, on like Requeſt, for her ſole and ſeparate Uſe, (notwithſtanding her Coverture) one Annuity or yearly Sum of 30 *l.* of like lawful Money during her Life, by the like equal Half-yearly Payments; the firſt Payment thereof alſo to begin and be made on *Chriſtmas* Day next; and in caſe of the Death of the ſaid *M.* in the Life-time of the ſaid *T. J. T.* then if the ſaid *J. T.* and *K. W.* or either of them, their or either of their Heirs, Executors or Adminiſtrators, do and ſhall well and truly pay or cauſe to be paid the ſaid Annuity or yearly Sum of 30 *l.* to the ſaid *T. J. T.* or his Aſſigns, on like Requeſt, from the Death of the ſaid *M.* during his Life, by the like Half-yearly Payments as aforeſaid, in ſuch Manner as the ſaid Annuity of 70 *l.* is before mentioned to be paid to him: **And** the ſaid *J. T.* and *K. W.* do alſo for themſelves, their Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *T. J. T.* his Heirs, Executors and Adminiſtrators, that on the acknowledging ſuch Fine and executing ſuch other Conveyances and Aſſurances as aforeſaid, they the ſaid *J. T.* and *K. W.* ſhall and will well and truly pay or cauſe to be paid unto the ſaid *R. N.* and *R. S.* all ſuch Principal, Intereſt and Coſts as are now due to them or either of them on their ſaid Securities, and to the ſaid ſeveral Perſons in the ſaid Schedule here under-written mentioned, the ſeveral Sums therein mentioned to be to them reſpectively due and owing, and thereof and therefrom well and ſufficiently ſave harmleſs and keep indemnified him the ſaid *T. J. T.* his Heirs, Executors and Adminiſtrators,

to ſeveral Perſons in a Schedule, *&c.* As to this Agreement for Sale of Premiſſes, *&c.* The ſeveral Conſiderations to be paid and done by the Grantees.

Grantor covenants that he *& Ux.* will convey his Right and Equity, *&c.*

The Premiſſes free from Incumbrances, except, *&c.* Grantees to have Rent from *Midſummer* laſt.

Grantees covenant to pay and do the ſeveral Conſiderations, *viz.*

Monies.

Two Annuities,

one to the Grantor,

the other to his Wife for her ſole Uſe.

Mortgagees, *&c.* to be paid.

and his and their Lands, Tenements, Goods and Chattels; and if the ſaid Debts or any of them ſhall appear to be leſs than they are now computed at, or if any Sum of Money ſhall be ſaved out of the ſaid Debts by way of compounding the ſame or otherwiſe, that then they the ſaid *J. T.* and *K. W.* will pay the Money ſo ſaved to the ſaid *T. J. T.* his Executors or Adminiſtrators. **In Witneſs whereof** the ſaid *T. J. T. J. T.* and *K. W.* have hereunto ſet their Hands and Seals the Day and Year firſt above written. Executed by all the Parties. The Schedule to which the above written Articles refer. Due to Mrs. *T.* by Judgment 150*l.* Due to Mr. *J. J.* by Judgment 200*l.* Due to Mr. *W. W.* by Judgment 50*l.* Due to Mr. *H. P.* 75*l.*

Sealed, *&c.*

The like as to the other Eſtates, &c.

Articles, &c. (*The ſame as in the foregoing Articles.*

Seiſed of Freehold Lands in *L.* poſſeſſed of a Leaſehold Meſſuage in *Briſtol*, ſubject to a Mortgage; alſo poſſeſſed of Lands in *H.* for Lives.

Whereas the ſaid *T. J. T.* is ſeiſed of or intitled to the Equity of Redemption in Feeſimple, of and in divers Meſſuages, Barns, Lands, Tenements and Hereditaments in the Pariſh of *L.* in the County of *W.* in *Great Britain* aforeſaid, of the clear yearly Value of 28*l.* 11*s.* or thereabouts; and is poſſeſſed of one Meſſuage *cum pertinentiis*, ſituate on the *W.* in the Pariſh of *T.* in the City of *Briſtol* in *Great Britain* aforeſaid, by virtue of a Leaſe from the Dean and Chapter of *Briſtol* aforeſaid, for the Remainder of a Term of 40 Years, and of one other Meſſuage and Ground *cum pertinentiis* in the Pariſh of St. *J.*'s within the ſame City, ſituate behind the ſaid laſt mentioned Meſſuage, for the Remainder of a Term of 1000 Years or ſome other long Term, both which ſaid laſt mentioned Meſſuages are now or late were in Poſſeſſion of one *J. G.* as Tenant to the ſaid *T. J. T.* and are of the clear yearly Value of 33*l.* or thereabouts, which ſaid Premiſſes at *K.* and *B.* are now in Mortgage to one Mr. *D. W.* for 500*l.* on which Mortgage is due for Intereſt 25*l.* **And whereas alſo** the ſaid *T. J. T.* is poſſeſſed of other Lands, Tenements and Hereditaments at *K.* in the County of *S.* in *G. B.* and late in the Poſſeſſion of *F. G.* and now of *Q. R.* Tenants to the ſaid *T. J. T.* and which he held for the Life or Lives of one or more Perſon or Perſons: **And whereas** the ſaid *T. J. T.* is now juſtly indebted to the ſaid *K. W.* in the Sum of 120*l.* of lawful, *&c.*

Indebted to *H. W. &c.*

Conſiderations.

Now theſe Preſents witneſs, That for and in Conſideration of the ſaid Sum of 170*l.* now due as aforeſaid to the ſaid *K. W.* and alſo in Conſideration of the Sum of 105*l.* of, *&c.* to be paid to the ſaid *T. J. T.* as herein after is mentioned; and in Conſideration that the ſaid *J. T.* and *K. W.* have agreed to pay the ſaid 525*l.* ſo due as aforeſaid, to the ſaid *D. W.* the ſaid *T. J. T.* doth hereby covenant, promiſe, grant and agree, to and with the ſaid *J. T.* and *K. W.* their Heirs, Executors and Adminiſtrators, that he the ſaid *T. J. T.* his Heirs, *&c.* ſhall and will within two Months from the Date hereof, at the Requeſt, Coſts and Charges of the ſaid *J. T.* and *K. W.* their, *&c.* by ſuch good and ſufficient Conveyances, *&c.* in the Law as, *&c.* convey, aſſign and aſſure unto the ſaid *J. T.* and *K. W.* their Heirs, Executors and Adminiſtrators, or to ſuch other Perſon or Perſons, his, her or their Heirs, Executors and Adminiſtrators, as the ſaid *K. W.* and *J. T.* ſhall direct or appoint; the Equity and Right of Redemption of the ſaid *T. J. T.* and all his Eſtate, Right, Title and Intereſt of, in, and to all the aforeſaid Meſſuages, Lands, Tenements and Hereditaments, and all other the Meſſuages, Lands, Tenements and Hereditaments whatſoever of him the ſaid *T. J. T.* in the ſaid Counties of *W.* and *S.* and in the ſaid City of *B.* or any of them, freed and diſcharged of and from all Manner of Incumbrances (except as aforeſaid), and that the ſaid *J. T.* and *K. W.* or ſuch other Perſon or Perſons as they ſhall direct, ſhall and may receive and take the Rents, Iſſues and Profits of all the ſaid Premiſſes from *Midſummer* laſt, for their own Uſe: **And** the ſaid *J. T.* and *K. W.* for themſelves, their Heirs, Executors and Adminiſtrators, do hereby covenant, promiſe, grant and agree, to and with the ſaid *T. J. T.* his Heirs, Executors and Adminiſtrators, that on his the ſaid *T. J. T.*'s making and executing ſuch Conveyances, Aſſignments and Aſſurances, as aforeſaid, they the ſaid *J. T.* and *K. W.* their Heirs, Executors or Adminiſtrators, ſhall and will well and truly pay or cauſe to be paid to the ſaid *T. J. T.* his Heirs, Executors or Adminiſtrators, the ſaid Sum of 105*l.* and ſhall and will alſo pay or cauſe to be paid unto the ſaid *D. W.* his Executors or Adminiſtrators, the ſaid Principal and Intereſt Money ſo due to him as aforeſaid, and thereof and therefrom indemnify the ſaid *T. J. T.* his Heirs, Executors and Adminiſtrators, and his and their Lands, Tenements, Goods and Chattels. **In Witneſs** whereof the ſaid *T. J. T. J. T.* and *K. W.* have, *&c.* (*ut ſupra.*)

Covenant to pay Purchaſe Money, *&c.*

Part

Part of an Agreement for the Purchaſe of a Houſe, with a Covenant that the Vendor will pay all ſuch Money as the Purchaſor ſhall expend in recovering Poſſeſſion.

—— **All** that Meſſuage, *&c.* **With** Covenants and Warranty in ſuch Conveyance and Aſſurance to be comprized, that the ſaid *T. A.* his Heirs and Aſſigns ſhall hold and enjoy for ever the ſaid Meſſuage, *&c.* againſt the ſaid *A. P.* and her Heirs, and without any Let, *&c.* of or by the ſaid *A. P.* or *T. G.* or *G. G.* the Son of *J. G.* Father of the ſaid *A. P.* their Heirs or Aſſigns, or any of them, or any other Perſon or Perſons claiming, *&c.* **And** for making any further lawful and reaſonable Aſſurance in the Law, at the Coſt, *&c.* as, *&c.* during the Space of, *&c.* next enſuing the Date of ſuch Conveyance ſo to be made, **With** all other fit and reaſonable Covenants to be comprized in ſuch Conveyance and Aſſurance. **Item**, The ſaid *A. P.* doth further covenant, *&c.* that ſhe the ſaid *A. P.* her Heirs, *&c.* ſhall and will within 40 Days next after Notice and Requeſt made, well, *&c.* pay or, *&c.* unto the ſaid *T. A.* his, *&c.* all ſuch Sum or Sums of Money, as he or they ſhall at any Time hereafter neceſſarily expend, lay out or diſburſe in ejecting or putting out the ſaid *R. P.* out of Poſſeſſion of the ſaid Meſſuage, *&c.* and recovering the Poſſeſſion thereof unto the ſaid *T. A.* his, *&c.* by due Courſe of Law. [*Covenant to pay Purchaſe Money, ut ſupra*, &c.]

Peaceable Injoyment.

Further Aſſurance, *&c.*

Vendor covenants to pay ſuch Money as the Purchaſor ſhall expend in recovering Poſſeſſion.

Agreement for the Sale of a Manor mortgaged to two Perſons for as much as it is worth, whereby in Conſideration of other Lands conveyed, one Mirtgagee agrees to part with his Right to the other.

Articles, &c. Tripartite, *&c.* **Between** *J. S.* of, *&c.* and *A. S.* of, *&c.* of the firſt Part, *J. W. ſen.* of, *&c.* and *J. W. jun.* of, *&c.* of the ſecond Part, and *A. A.* of, *&c.* of the third Part, **Witneſs**, That it is covenanted, concluded and agreed upon by and between the ſaid Paaties to theſe Preſents, in Manner and Form following, to wit.

Whereas for ſome Years laſt paſt there hath been and now is due and owing unto *T. M.* of, *&c.* the Sum of 1300 *l.* Principal Money, by Mortgage on the Manor of *B.* and, *&c.* ſituate, *&c.* late the Eſtate of Sir *S. B.* of, *&c.* **And whereas** the ſaid *J. W.* the elder, having for it conveyed and aſſured all that Capital Meſſuage and Farm called *B.* Farm, now, *&c.* and all, *&c.* Part of the ſaid Manor and Premiſſes in *B.* purchaſed of the ſaid Sir *S. B.* as aforeſaid, unto the ſaid *J. S.* and *A. S.* and their Heirs, In Truſt for and to the Uſe and Benefit of the ſaid *J. W.* the elder, and *J.* his Wife, Siſter of the ſaid *J. S.* and *A. S.* and the Iſſue of their two Bodies; he the ſaid *J. W.* the elder, by, *&c.* did grant, *&c.* unto the ſaid *J. S.* and *A. S.* and their Heirs, the Water-Mill, Lands, *&c.* herein after particularly named, other Part of the ſaid Premiſſes ſo purchaſed of the ſaid Sir *S. B.* as aforeſaid, *upon Truſt* that they the ſaid *J. S.* and *A. S.* and their Heirs, ſhould and might out of the Rents, *&c.* of the ſaid herein after mentioned Premiſſes, in the firſt Place pay and ſatisfy themſelves the Sum of 50 *l.* then lent to the ſaid *J. W.* the elder, and then pay or cauſe, *&c.* unto the ſaid *T. M.* or his Aſſigns, by half yearly Payments, the Intereſt of the ſaid 1300 *l.* and when and ſo often as the Wood-Lands, Parcel of the ſaid herein after mentioned Premiſſes ſhould be fellable, ſhould by the Felling and Sale thereof, and the Timber thereon, levy and raiſe as much Money as they could, for and towards the Payment of ſaid Principal Sum of 1300 *l.* and alſo upon Truſt, *&c.* **And whereas** the ſaid *J. W.* the elder, by, *&c.* reciting as aforeſaid, and that the ſaid *J. W.* the younger, at the Inſtance and Requeſt of his ſaid Father, had agreed as well to join with him in the Mortgage of the ſaid Manor of *B.* and the other Premiſſes aforeſaid unto the ſaid *A. A.* for the Security of 400 *l.* and Intereſt at 5 *l. per Cent. per Ann.* and to become jointly and ſeverally bound with the ſaid *J. W.* the elder, unto the ſaid *A. A.* in the Sum of 800 *l.* conditioned to perform the Covenants of the ſaid intended Mortgage, and for the better Security of the Repayment of the ſaid 400 *l.* and Intereſt, and to confeſs two Judgments on the ſaid Bond of 800 *l.* he the ſaid *J. W.* the elder, in Conſideration thereof, and of the Love, *&c.* to the ſaid *S. W.* did give and grant unto the ſaid *S. W.* all and every the Surplus Money ariſing by the Rents and Profits or Sale of the ſaid herein after mentioned Premiſſes, as alſo all and every the ſaid herein after mentioned Premiſſes as ſhall not be ſold, and did give and appoint unto him the ſaid *S. W.* his, *&c.* the full and whole Benefit of the Truſt aforeſaid; and in order thereunto, did therein and thereby direct, limit and appoint the ſaid *J. S.* and *A. S.* to pay the ſaid Surplus Money, and to convey and aſſure ſuch of the ſaid

Money due to *T. M.* on Mortgage of a Manor, for which *J. W. ſen.* conveyed Part of ſaid Manor to Truſtees, to pay the Intereſt of ſaid Mortgage,

and by felling, *&c.* Woods to pay the Principal.

Another Mortgage to *A. A.*

ſaid herein after mentioned Premiſſes as ſhould be unſold, or all of them, ſubject to the Charges before mentioned, unto the ſaid *S. W.* and his Heirs: **And whereas** the ſaid *J. W.* the elder, in and by his laſt recited Indenture, for the Conſiderations aforeſaid, having covenanted to ſtand ſeiſed of the ſaid Manor of *B.* with its Rights, *&c.* to the Uſe of the ſaid *J. W.* the younger, and his Heirs, he the ſaid *J. W.* the elder, together with the ſaid *S. W.* in Purſuance of the ſaid recited Agreements, by, *&c.* in Conſideration of 300 *l.* paid to the ſaid *J. W.* the elder, and of the Sum of 100 *l.* paid to the ſaid *S. W.* did convey, *&c.* the ſaid Manor, *&c.* unto the ſaid *A. A.* and his Heirs, by way of Mortgage, and under Condition to be void on Payment of the ſaid Sum of 400 *l.* and Intereſt at the Rate aforeſaid, unto the ſaid *A. A.* his, *&c.* at the Time in the laſt recited Indenture appointed for the Payment thereof, and now long ſince paſt, as by, *&c.* **And whereas** the ſaid *S. W.* ſoon after the Execution of the ſaid laſt mentioned Indenture went beyond the Seas, and not having been heard of ſince, is ſuppoſed to be dead, and his Truſt and Intereſt in the ſaid herein after mentioned Premiſſes, being veſted in the ſaid *J. W.* the elder, as Adminiſtrator of the ſaid *S. W.* and in the ſaid *J. W.* the younger, as Brother and Heir to the ſaid *S. W.* **And whereas**, by reaſon of all other Neceſſaries out-going, the Rents and Profits of the ſaid herein after mentioned Premiſſes, have not been ſufficient to pay all the Intereſt due on the ſaid *T. M.*'s Mortgage, much leſs the Intereſt due on the ſaid *A. A.*'s Mortgage, ſo that at the Sealing and Delivery of theſe Preſents, there is due and owing on the ſaid ſeveral Mortgages the Sum of 1900 *l.* and upwards, being the utmoſt that the Inheritance and abſolute Purchaſe of the ſaid herein after mentioned Premiſſes are worth: **And whereas** the ſaid *A. A.* hath contracted and agreed with the ſaid *J. W.* the elder, and the ſaid *J. W.* the younger, for the Purchaſe of the ſaid hereafter mentioned Premiſſes, at the Rate and Price aforeſaid, of which ſaid Sum of 1900 *l.* the Sum of, *&c.* is to be paid by the ſaid *A. A.* unto the ſoid *T. M.* in Diſcharge of his Mortgage as aforeſaid: **Now theſe Preſents witneſs**, That it is covenanted, concluded and agreed on, by and between the ſaid Parties to theſe Preſents, in Manner and Form following, *viz.* **Imprimis**, The ſaid *J. S.* and *A. S. J. W.* the elder, and *J. W.* the younger, for and in Conſideration of the Premiſſes aforeſaid, and of the Sum of, *&c.* to be paid by the ſaid *A. A.* unto the ſaid *T. M.* as is hereafter mentioned, ſhall and will on this Side, or before, *&c.* in ſuch Manner, *&c.* and at the proper Coſt, *&c.* of the ſaid *A. A.* his, *&c.* grant, *&c.* unto the ſaid *A. A.* his, *&c.* to the Uſe of him, his Heirs and Aſſigns, all that, *&c.* (*the other Lands granted as a Security. Uſual Covenants.*) **In Witneſs**, &c.

The Son and Heir of the Mortgagor ſuppoſed to be dead.

Premiſſes not ſufficient to pay.

Agreement for Purchaſe, Part of the Money to be paid in Diſcharge of *T. M.*'s Mortgage.

A ſpecial Agreement in Articles of Purchaſe of a Manor, &c. *as to the Time of the Purchaſor's being let into Poſſeſſion, and that the Vendor ſhall hold the next Court, and receive the Rents, Fines*, &c. *to a Day to come.*

ITEM, It is agreed by and between the ſaid Parties to theſe Preſents, that the ſaid *B. B.* ſhall be let into Poſſeſſion of the Premiſſes at *Michaelmas* next, but that all Arrears of Rent, Fines, Caſualties and other Profits ariſing from the ſaid Eſtate and Premiſſes, or any Part thereof, which now are, or on or before *Michaelmas* next ſhall be due or payable, together with the Fines, Perquiſites and Profits which are or ſhall incur or become due, at or before the next Court to be held for the ſaid Manor, (and which it is agreed ſhall be held by and in the Name of the ſaid *A. A.* or his Heirs, on or before the —— Day of, *&c.*) ſhall belong to and be received by the ſaid *A. A.* his Heirs, Executors or Adminiſtrators, and that he and they ſhall have full and free Liberty to receive and get in the ſame accordingly.

Another, where the Purchaſor is to receive the Rents, Fines, &c. *due from a Day paſt.*

AT the End of the Vendor's Covenant to convey. **And alſo** that he the ſaid (*Purchaſor*) ſhall and may forthwith enter into and upon the ſaid Premiſſes, and receive, take and injoy to his own Uſe, all the Rents, Iſſues and Profits thereof, which from *Lady-day* now laſt paſt are grown due or ſhall drow due or payable; and alſo all Fines for Renewals of Leaſes of the Premiſſes, and for Admittances to Copyhold Eſtates holden of the ſaid Manor, which ſince *Lady-Day* now laſt paſt have dropt or fallen in, or become due or payable, or which ſhall drop or fall in, or become due or payable by the Death of any Perſon or Perſons, for whoſe Life or Lives ſuch Leaſes or Copyhold Eſtates are or were holden, or otherwiſe in reſpect of the Premiſſes or any Part thereof.

A Proviſion in Articles of Purchaſe, in caſe of Delay or Default of either Party.

ITEM, That if by Reaſon of any Delay, Neglect or Default, by or on the Part of the ſaid (*the Purchaſor*) or his Heirs, or his or their Counſel or Agents, the ſaid Conveyances of the ſaid Eſtate and Premiſſes, ſhall not be ready and tendred to the ſaid (*Vendor*) or his Heirs) to be executed on or before the ſaid —— Day of, &c. and the ſaid —— *l.* Purchaſe-Money be not then accordingly paid, then and in ſuch Caſe the ſaid (*Purchaſor*) his, &c. ſhall and will pay and allow to the ſaid (*Vendor*) his, &c. Intereſt for the ſaid —— *l.* at the Rate of, &c. to be computed from the ſaid —— Day of, &c. until the ſaid —— *l.* ſhall be paid as aforeſaid; but if by Reaſon of any Delay, Neglect or Default, by or on the Part of the ſaid (*Vendor*) or any claiming under him, ſuch Conveyances as aforeſaid ſhall not be executed on or before the ſaid —— Day of, &c. then and in ſuch Caſe, no ſuch Intereſt as aforeſaid ſhall be paid or allowed during the Time of ſuch Delay of the ſaid (*Vendor.*)

An Agreement in Purchaſe Articles, that the Vendor ſhall have Room and Liberty for Threſhing, &c. *his Corn,* &c. *and Room for Servants, Horſes,* &c. *till his Stock can be conveniently carried away.*

—— ITEM, The ſaid (*Purchaſor*) doth hereby covenant and agree, that until the ſaid (*Vendor,*) his, &c. can conveniently threſh out, ſell, carry away, or otherwiſe diſpoſe of his Corn, Grain, Hay, Hops, and other Stock now being upon the Premiſſes, or any Part thereof, he and they ſhall have and enjoy ſuitable Barn Room and other Conveniences upon the Premiſſes wherein to lodge, lay up and beſtow ſuch Corn, Grain and Hay as aforeſaid, and likewiſe ſuitable Houſe-room for his and their Servants, Agents and Horſes to be employed for the Purpoſes aforeſaid, together with free Liberty of Ingreſs, Egreſs, Regreſs, Way and Paſſage to go, come, threſh out, fetch and carry away the ſame Corn, Grain, Hay, Hops and other Stock, and every or any Part thereof, in or over any neceſſary Part of the ſaid purchaſed Premiſſes, doing no wilful Damage to the ſame.

Agreement in Articles of Purchaſe as to the Profits of Wood, and Exception to be made of Contracts for Wood.

AND whereas it cannot at preſent be aſcertained what the true clear yearly Value of *O.* Woods may be beyond the Woodkeeper's Salary, and other Charges, it being doubted they will not amount to above 50 *l. per Ann.* though the ſame are eſtimated in the Particular delivered in, at 100 *l. per Ann.* It is therefore mutually agreed between the ſaid Parties, that the ſaid (*Purchaſor*) ſhall have and receive the Profit of the Bark of all the Trees upon the Premiſſes, ſold to Mr. *J.* which are yet unfelled, or elſe ſhall defaulk and detain the Sum of 200 *l.* out of the laſt Payment of the ſaid —— *l.* in lieu of the ſaid Bark, at the Election of the ſaid (*Vendor*), ſuch Election to be made in Writing under the Hand of the ſaid (*Vendor*) before, &c. And, &c. that the Contracts for Woods with *L.* and *J.* ſhall be expreſly excepted in the Covenant againſt Incumbrances in the Conveyance to be made of the Premiſſes to the ſaid (*Purchaſor*) and his Heirs.

Agreement for the Sale of a Copyhold Eſtate, the Conſideration Money paid down.

Articles, &c. Between *A. B.* of, &c. and *C. D.* of, &c. of the other Part.

WHereas the ſaid *C. D.* has on the Day of the Date hereof contracted and agreed with the ſaid *A. B.* for the Purchaſe of the Copyhold Meſſuages, Lands, Tenements and Hereditaments herein after mentioned for the Sum of —— to be paid by the ſaid *C. D.* to the ſaid *A. B.* at and upon the ſurrendering of the ſaid Copyhold Meſſuages, &c. to the Uſe of him, his Heirs and Aſſigns for ever, according to the Cuſtom of the Manor whereof the ſame Premiſſes are held: Now theſe Preſents witneſs, That for and in Conſideration of the Sum of —— of, &c. to the ſaid *A. B.* in Hand, &c. at, &c. the Receipt, &c. he the ſaid *A. B.* doth hereby for himſelf, &c. covenant, &c. to and with the ſaid *C. D.* his, &c. in Manner following, that is to ſay, That he the ſaid *A. B.* ſhall and will on or before, &c. ſurrender into the Hands of the Lord of the Manor of *L.* in the County of *S.* by the Rod, by the Hands of the Steward of the ſaid Manor, or by the Hands of two or more cuſtomary Te-

Agreement for the Purchaſe.

Covenant to ſurrender the Premiſſes.

Other Covenants.

nants of the ſaid Manor, or otherwiſe, according to the Cuſtom thereof, **All** that, &c. **To the only Uſe** and Behoof of the ſaid *C. D.* his Heirs and Aſſigns for ever: **And**, &c. (*Covenants lawfully ſeiſed; Power to ſurrender; Quiet Enjoyment, free from Incumbrances, except Quit-Rent payable to the Lord of the Manor; further Aſſurance.* See Tit. **Covenants**.) **In Witneſs**, &c.

Another Part of the Conſideration paid down, the Reſt to be paid on Surrender, &c. *and an Agreement as to moveable Goods on the Premiſſes*, &c.

Articles, &c. **Between** *P. C.* of, &c. of the one Part, and *H. H.* of, &c. of the other Part, as follows:

Seiſed.

Imprimis, Whereas the above named *P. C.* now ſtandeth lawfully ſeiſed in his Demeſne as of Fee, according to the Cuſtom of the Manor of *B.* aforeſaid, after the Deceaſe of *T. C.* Widow, of and in one Copyhold or Cuſtomary Meſſuage, together with, &c. ſituate,

By Demiſe.

&c. and Parcel of the aforeſaid Manor: **And whereas** the ſaid *P. C.* is now poſſeſſed of the aforeſaid Meſſuage and Premiſſes, with the Appurtenances, by Demiſe from the ſaid *T. C.* for a certain Term ending at the Feaſt of St. *Michael* the Archangel next enſuing the Date

Covenant to aſſign,

above written, the ſaid *P. C.* doth for himſelf, his, &c. covenant, &c. to and with the ſaid *H. H.* his, &c. by theſe Preſents, that he the ſaid *P. C.* on this Side and before the firſt Day of *Eaſter* Term next enſuing, ſhall at the Coſts and Charges of the ſaid *H. H.* convey, aſſign and ſet over unto the ſaid *H. H.* and his Aſſigns, all the preſent Eſtate, Title and Intereſt of the ſaid *P.* of, in and to the ſaid Meſſuage and Premiſſes, and every Part and Parcel thereof

and put Purchaſor in Poſſeſſion,

with the Appurtenances, and ſhall and will put the ſaid *H. H.* or his Aſſigns in peaceable Poſſeſſion thereof, and that the ſame ſhall be then in as good Plight and Repair as now they be. **Item**, The ſaid *P. C.* for and in Conſideration of, &c. in Hand, &c. by the ſaid *H. H.* &c. the Receipt, &c. and alſo in Conſideration of, &c. to be paid by the ſaid *H. H.* to the ſaid *P.* as hereafter in theſe Preſents is limited, doth for himſelf, his, &c. covenant, &c. to and with

and to ſurrender.

the ſaid *H. H.* his, &c. by, &c. that he the ſaid *P. C.* and *S.* his Wife, ſhall and will before and on this Side the ſaid firſt Day of *Eaſter* Term next enſuing, by uſual Names ſurrender, according to the Cuſtom of the ſaid Manor, into the Hands of the Lord of the ſaid Manor, the aforeſaid Meſſuage and Premiſſes with the Appurtenances, and all their Eſtate, Poſſeſſion, Reverſion, Remainder, Right, Title and Intereſt therein, to the Uſe and Behoof of the ſaid

Good Right.

H. H. his Heirs and Aſſigns for ever; and that he the ſaid *P.* hath now good Right and Title to the ſaid Meſſuage and Premiſſes with the Appurtenances, and a good Eſtate therein in Feeſimple, according to the Cuſtom of the ſaid Manor after the Deceaſe of the ſaid *T. C.* and ſhall

Peaceable Enjoyment, and ſhall aſſign.

make and give unto the ſaid *H. H.* ſuch Aſſurance and Security for the quiet Enjoying of the Premiſſes as the ſaid *P.* hath had, made or given unto him, of *W. W.* of whom the ſaid *P.* lately purchaſed the ſame, and ſhall and will aſſign over to the ſaid *H.* by ſuch Ways or Means, as by him or his Counſel learned in the Law ſhall be reaſonably deviſed, adviſed and required,

Collateral Securities.

all Bonds and other collateral Securities which the ſaid *P.* now hath for the ſafe and free Enjoying of the Premiſſes, or any Part thereof. **Item**, the ſaid *H. H.* doth for himſelf, his,

Covenant to pay.

&c. covenant, promiſe and grant to and with the ſaid *P. C.* his, &c. and every of them by theſe Preſents, that he the ſaid *H. H.* or his Aſſigns, ſhall and will, upon the aforeſaid Surrender made by the ſaid *P.* and *S.* his Wife, and the peaceable Poſſeſſion delivered of the Premiſſes in ſuch good Plight and Repair as they now be, according to the true Intent and Meaning of theſe Preſents, pay, content and ſatisfy unto the ſaid *P. C.* or his Aſſigns, the whole and juſt

Agreement for Goods on the Premiſſes.

Sum of 100 *l.* of, &c. **Item**, It is agreed between the ſaid Parties to theſe Preſents, that the ſaid *H. H.* ſhall buy of the ſaid *P. C.* ſuch Moveables as now be in the ſaid Meſſuages and Premiſſes, or that he ſhall be pleaſed to leave them at ſuch Rates, as two Men, to be by the ſaid *P.* and *H.* indifferently choſen, ſhall appraiſe the ſame; and that the ſaid *H. H.* ſhall pay unto the ſaid *T. C.* all Rents that ſhall grow due unto her for the Premiſſes from the Day of the Date of theſe Preſents. **In Witneſs**, &c.

An Agreement for the Purchaſe of a Freehold and Copyhold Eſtate to be conveyed by a Man, his Wife and her Truſtees.

Agreements.

Memorandum, That in Conſideration of five Guineas in Gold unto *R. S.* of, &c. and *E.* his Wife, and to *E. F.* Eſq; and *T. K.* Gent. (their Truſtees) ſome or one of them, in Hand paid by *C. B.* of *L.* Merchant, the Receipt, &c. and of the Sum of 2800 *l.* more of, &c. to be paid to the ſaid *E. F.* and *T. K.* by the ſaid *C. B.* (upon the Truſts mentioned in a certain

certain Indenture *Quadripartite*, dated the firſt Day of *February* laſt) at the Time of executing and perfecting the Surrender and Conveyances of the Eſtate herein after mentioned, as herein after is mentioned, the ſaid *R. S.* and *E.* his Wife, and by their Direction the ſaid *E. F.* and *T. K.* **Have** ſold unto the ſaid *C. B.* and his Heirs, **All** that, *&c.* and all Houſes, *&c.* to the ſaid Meſſuages, *&c.* every or any of them belonging or in any wiſe appertaining; and all other the Lands, *&c.* whatſoever of them the ſaid *R. S.* and *E.* his Wife, or either of them, or of the ſaid *E. F.* and *T. K.* or either of them, in Truſt for the ſaid *R. S.* or *E.* his Wife, or of any other Perſon or Perſons whatſoever in Truſt or for the Uſe of them the ſaid *R. S.* and *E.* his Wife, or either of them, or whereof or wherein they the ſaid *R. S.* and *E.* his Wife, *E. F.* and *T. K.* every or any of them, have or hath any Eſtate, Right, Title, Intereſt, Poſſeſſion, Truſt, Claim or Demand which late was or were the Eſtate of *B. D.* deceaſed, in or near *S.* aforeſaid, or elſewhere in the Pariſh of *W.* in the ſaid County of *E.* **And** the ſaid *R. S.* for himſelf and the ſaid *E.* his Wife, and his, her and their Heirs, doth hereby covenant and promiſe to and with the ſaid *C. B.* his Heirs and Aſſigns, that they the ſaid *R. S.* and *E.* his Wife, and the ſaid *E. F.* and *T. K.* and all and every other Perſon or Perſons whatſoever having, *&c.* of, in or to the Premiſſes, every or any Part thereof, either in Law or Equity, ſhall and will on this Side and before the —— Day of —— next, duly ſurrender to or to the Uſe of the ſaid *C. B.* and his Heirs, or to ſuch Perſon or Perſons as he or they ſhall nominate and appoint, to the Uſe of the ſaid *C. B.* his Heirs or Aſſigns, or of ſuch Perſon or Perſons as he or they ſhall nominate and appoint, **All** ſuch Part and ſo much of the ſaid Premiſſes as is Copyhold; **And** ſhall and will by ſuch Conveyance and Conveyances, as the Counſel of the ſaid *C. B.* his Heirs or Aſſigns, ſhall adviſe (and with uſual and reaſonable Covenants to be therein contained) convey a good, perfect and indefeaſible Eſtate of Inheritance in Fee-ſimple, of, in and to **All** ſuch Part and ſo much of the ſaid Premiſſes as are Freehold, with the Appurtenances, unto the ſaid *C. B.* his Heirs and Aſſigns, or to ſuch Perſon or Perſons as he or they ſhall in that Behalf nominate and appoint, to the Uſe of the ſaid *C. B.* his Heirs and Aſſigns, or to the Uſe of ſuch Perſon or Perſons as the ſaid *C. B.* his Heirs or Aſſigns, ſhall in that Behalf nominate and appoint, free of all Incumbrances whatſoever, (Quit-Rents from henceforth to grow due only excepted:) **And** the ſaid *E. F.* and *T. K.* for themſelves ſeverally, and not jointly, or the one for the other of them, or for the Act or Default of the other of them, do covenant and agree with the ſaid *C. B.* to join in making a Surrender and Conveyance of all and every the Premiſſes aforeſaid, with the Appurtenances, unto the ſaid *C. B.* and his Heirs, or to ſuch Perſon or Perſons as he or they ſhall in that Behalf nominate and appoint) to the Uſe of the ſaid *C. B.* and his Heirs, or of ſuch Perſon or Perſons as the ſaid *C. B.* or his Heirs ſhall in that Behalf nominate and appoint, as his or their Counſel ſhall adviſe, free of all Incumbrances done or to be done by them, or either of them: **And** the ſaid *C. B.* for himſelf, his Heirs, *&c.* doth hereby covenant and agree to and with the ſaid *E. F.* and *T. K.* their Heirs and Aſſigns, that upon executing and perfecting ſuch Surrender, or Surrenders and Conveyances as aforeſaid, he the ſaid *C. B.* his Heirs, *&c.* ſhall and will pay, or cauſe to be paid unto the ſaid *E. F.* and *T. K.* or one of them, their or one of their Executors or Adminiſtators, upon the Truſts aforeſaid, the Sum of 2800 *l.* of *&c.* **And it is mutually agreed** by and between all the ſaid Parties to theſe Preſents, that the Charge of the Surrender of the Copyhold Part of the Premiſſes, and the Fine and the Charge of the Admittance on the ſame, and all other Charges relating thereunto, ſhall be paid and deducted out of the ſaid Purchaſe Money, and the Conveyance of the Freehold Part of the Premiſſes ſhall be at the Charge of the ſaid *C. B.* his Heirs or Aſſigns. **In Witneſs**, &c.

The Husband covenants for himſelf and Wife to convey.

Copyhold and Freehold Premiſſes.

Truſtees covenant to join.

Covenant to pay the Purchaſe Money.

Charge as to the Copyhold Lands, to be deducted out of Purchaſe Money.

The Purchaſor to bear the Expences as to the Freehold Lands.

Another, of a fifth Part of Freehold and Copyhold Lands, ſubject to an Eſtate for Life, and after ſuch Eſtate to make further Conveyance of ſuch further Right as ſhall in the Interim have deſcended to him.

—— That he the ſaid *W. B.* and his Heirs ſhall and will within —— Months next enſuing the Day of the Date hereof, convey, ſurrender and aſſure unto and to the Uſe of the ſaid *J. S.* and his Heirs, a good and indefeaſible Eſtate of Inheritance of, in and **All** his one undivided fifth Part (the whole into five equal Parts to be divided) of **All** that Meſſuage or Tenement, Farm and Lands, (being Part Freehold and Part Copyhold of Inheritance) ſituate, *&c.* and now in the Tenure, *&c.* by Fine and ſuch Conveyances and Surrender in the Law as ſhall be requiſite; (**Subject nevertheleſs** to the Eſtate for the Life of *J. B.* of and in the Premiſſes:) **And it is alſo agreed**, that the ſaid *W. B.* and his Heirs ſhall within ten Days next after the Deceaſe of the ſaid *J. B.* convey, aſſure and ſurrender unto and to the Uſe of the ſaid *J. S.* and his Heirs, all ſuch further Right, Title and Intereſt in and to the ſaid Farm as ſhall during the Life-time of the ſaid *J. B.* deſcend or come to him by the Death or Deaths of his Brother *J. B.* or of his Couſin *F. P. T. P.* and *E. P.* every or any of them: **In Conſideration**

tion whereof the ſaid *J. S.* doth hereby agree to pay to the ſaid *W. B.* for the Purchaſe of his ſaid undivided fifth Part of the ſaid Farm and Premiſſes, the Sum of 100 *l.* of, *&c. viz.* three Guineas, Part thereof in Hand paid as aforeſaid, and 96 *l.* 17 *s.* other Part thereof, at the executing of the Conveyances and making the Surrender ſo to be made as aforeſaid, and 5 *l.* Reſidue thereof, within ten Days next after the Deceaſe of the ſaid *J. B.* In Witneſs, &c.

Articles concerning the procuring a Grant of and conveying Lands reverted to the Crown.

Articles, &c. Between the moſt Honourable *A. B. &c.* of the one Part, and *C. D.* of the other Part, in Manner and Form following, that is to ſay,

Manors belonging to the Crown.

Whereas his late Majeſty King *Charles* the Firſt, of bleſſed Memory, being in Right of his Crown of *E.* and Duchy of *C.* or ſome or one of them, Owner of the ſeveral Manors, Lordſhips or reputed Lordſhips of *H. cum membris*, *W. S. C. C. M. R. E. cum membris*, *G. ſuper montem cum membris*, and the Iſle of *A.* lying contiguouſly in the ſeveral Counties of *Y. L.* and *N.* ſome or one of them, whereunto above 40000 Acres of Moor, fenny, boggy, drowned or ſurrounded Grounds, Waſte or Commons did belong, whereon his Majeſty had a Chaſe of red Deer, and was known by the Name of *H.* Chaſe or Level, his Majeſty, for the Good of his Kingdom in general, and the Eaſe of his Subjects of thoſe Counties in particular from the ſaid Deer, which the Commoners and Inhabitants were much annoyed with, and for the Advancement of his Revenue, with Advice of the Lords and others of his Majeſty's moſt Honourable Privy Council, by Article under the Great Seal of *E.* bearing Date the 24th Day of *May* in the ſecond Year of his Reign, with *C. V.* Eſq; for draining the ſame, and thereby allowed him one Part in three of the Waſte, Moors, Commons, boggy, fenny and ſurrounded Grounds, for his Pains and Charges in draining thereof: And whereas upon another Contract under the Great Seal of *E.* made by and with the Advice of the Lords and others of his Majeſty's moſt Honourable Privy Council, dated the 27th Day of *October* in the 4th Year of his Reign, his ſaid Majeſty, for the Conſideration of 16800 *l.* Fine, and a Fee-Farm Rent agreed to be reſerved, did contract and agree with the ſaid *C. V.* that he the ſaid *C. V.* together with the ſaid third Part, which by the firſt Contract he was to have for his Charges of draining, ſhould have well and ſufficiently conveyed and aſſured to him and his Heirs for ever, the ſaid Manors of *H. cum membris W.* as alſo ſo much of the Waſte and Common belonging to all the ſeveral Manors herein before mentioned and ſpecified, which were to be or ſhould be allotted to his ſaid late Majeſty for his Share and Proportion therein, freed and diſcharged from all Title and Intereſt of Common, and other Claims whatſoever: And whereas the ſaid *C. V.* by the Aſſiſtance of his Participant *J. V.* and at the ſaid *J. V.*'s proper Expence of above 150000 *l.* did drain all the ſaid Waſte and ſurrounded Ground, purſuant to the ſaid *C. V.*'s firſt Contract: And whereas his ſaid late Majeſty in Part of Performance of his ſaid Agreement, did by the Requeſt of the ſaid *J. V.* by his Letters Patent under the Great Seal of *E.* dated the 5th Day of *February* in the 4th Year of his late Majeſty's Reign, give and grant unto the ſaid *C. V.* and his Heirs for ever, the aforeſaid Manor of *H. cum membris W.* and the ſeveral Proportions ſet out and allotted to the King and Drainer, for their Shares of the Waſte belonging to the ſame Manors, under ſeveral new increaſed yearly Fee-Farm Rents thereby reſerved, amounting to 485 *l. per Ann.* And whereas his ſaid late Majeſty, in farther Performance of his ſaid Contract, did by other Letters Patent under the Great Seal of *E.* dated the 24th Day of *March* in the 11th Year of his Reign, at the Nomination and humble Suit of the ſaid *C. V.* and *J. V.* in Truſt for them, give and grant to Sir *W. C.* Knt. *R. C.* Alderman of *L.* Sir *C. H.* Knt. *T. B.* Eſq; *J. L.* Merchant, and *T. V.* and their Heirs, ſeveral Lands and Hereditaments in the ſaid laſt recited Letters Patent expreſſed, being the ſeveral Proportions ſet out for his ſaid late Majeſty, and the ſaid Drainer's Shares in the ſurrounded Grounds and Waſte, belonging to the ſaid Manor of *S. C. R. C. M. G. cum membris*, *E. cum membris*, and the Iſle of *A.* under ſeveral new reſerved yearly Fee-Farm Rents, amounting to 775 *l.* 17 *s.* *per Ann.* And whereas by the ſaid recited Contracts, as in the ſaid ſeveral above mentioned Letters Patent, his ſaid Majeſty hath covenanted and granted to and with the ſaid Patentees, that he, his Heirs and Succeſſors would give his and their free and royal Aſſent to a Bill or Act of Parliament, for the better Aſſurance of the ſaid Lands and Hereditaments, by the ſaid ſeveral Letters Patent granted or mentioned to be granted, and in Performance thereof, it was Enacted after the Reſtoration by his late Majeſty King *Charles* the Second, and by and with the Conſent of the Lords Spiritual and Temporal, and Commons in Parliament then aſſembled, and by Authority of the ſame, that the ſaid two ſeveral before recited Letters Patent, the one dated the 5th of *February* in the 4th Year of his late Majeſty King *Charles* the Firſt's Reign,

Acres 40000.

By the firſt Article 24th Day of *May*, 2 *Car.* 1. *C. V.* was to have one Part in three.

By the ſecond Article dated the 27th of *October*, the 4th Year of *Car.* 1. *C. V.* for 16800 *l.* was to have his third Part, and alſo the King's Part conveyed to him and his Heirs for ever, under a reſerved Rent of 485 *l.*

The Conſideration paid by *J. V. Imprimis* 150000.

The firſt Letters Patent to *C. V.* dated the 5th of *February*, 4 *Car.* 1. to hold for ever the Manor of *H. W.* the Fee-Farm Rents 485 *l.*

The ſecond Letters Patent to Sir *W. C. R. C.* Sir *C. H. T. B. J. L. T. V.* in Truſt for *C. V.* and *J. V.* dated the 24th of

and the other dated the 24th of *March* in the 11th Year of his said Reign, and all the Title, Estates and Interest thereby made, created, passed or granted, or mentioned or intended to be granted, as were heretofore Waste, Moors, Fishings, Commons or surrounded Grounds, lying within or belonging to the several Manors or reputed Manors therein mentioned, except the Lands within the Manors of *M.* being Parcel of the Possession of the Duchess of *C.* should be to, *&c.* and to hold them for ever: **And whereas** the said *C. V. W. C. R. C.* Sir *C. H. T. B. J. L.* and *T. V.* did in and by their Deed of Feoffment dated, *&c.* for the Consideration of the Sum of 13000 *l.* before mentioned to be disbursed by the said *J. V.* in draining the aforesaid Premisses, and also for the Consideration of the further Sum of 10000 *l.* disbursed for the said *C. V.* and the other Patentees in Payment for the said Letters Patent and Money paid to the said *C. V.* and also for the farther Sum of 20000 *l.* to the said *C. V. &c.* in Hand paid, at or before the executing the said Indenture, and for other Considerations therein comprised, the said *C. V. &c.* did grant, bargain, sell, infeoff and confirm unto the said *J. V.* the aforesaid Premisses to hold to the said *J. V.* for ever: **And whereas** the said *J. V.* was a Foreigner and was never naturalized at the Time of his Death, by Reason whereof the Premisses that he was intitled unto, is become vested in the Crown of *G. B.* by virtue of its Prerogative Royal, the Duchy of *C.* or the Laws of this Kingdom tending thereto: **And whereas** the Deed and other Proofs are now in the Hands, Custody or Power of the said *C. D.* and thereby the Premisses are now under Concealment, insomuch that the Crown is not apprised thereof, neither is the Crown or Prerogative able to assert and prove their Title or the Forfeiture thereof, without the producing the aforesaid Deed, whereby the same Premisses became vested in the said *J. V.* for that the said *C. D.* hath of his own Accord applied to, and made Discovery of the aforesaid Premisses to the said *A. B.* whereby he is enabled by such Proofs to vest the Title thereof in the Crown, and by his Interest may obtain Letters Patent thereof; **Now** for the Considerations aforesaid, and for the Consideration that the said *C. D.* shall at all Time and Times hereafter, upon reasonable Notice to him given under the Hand of the said *A. B.* attend and produce the aforesaid and other Proofs which he hath in his Hands, Custody or Power relating to the aforesaid Premisses, it is agreed on, concluded and covenanted to, by and between the Parties to these Presents in Manner following; **Imprimis** he the said *C. D.* doth hereby covenant, promise and oblige himself, *&c.* that he the said *C. D.* shall and will, as often as required by the said *A. B.* attend at any Time and Place, and there produce before the said *A. B.* or any other Person, the above mentioned Deed of Feoffment, and all other Proofs that are in his Hands, Custody or Power, or which shall or may come into his Hands, Custody or Power, touching or relating to the afore-mentioned and herein comprised Premisses, which the said *J. V.* was intitled unto at the Time of his Death. **Provided always** that the said *C. D.* shall have 24 Hours Notice thereof, for every 40 Miles that the said *C. D.* is to go, ride or otherwise be conveyed in Relation thereto, and his reasonable travelling Charges paid down according to his Ability: **Item,** in Consideration whereof, and for the Consideration before mentioned, the said *A. B.* doth hereby for himself, *&c.* covenant, grant and agree, to and with the said *C. D. &c.* that at and before the executing of these Presents, there shall be paid to the said *C. D.* by the said *A. B.* or his Order, the Sum of ——— and that the third Part of the Premisses herein before mentioned to be granted by the Crown to the said *A. B.* or to any other Person or Persons for him or them, or to any other Patentee or Patentees whatsoever, shall be by him the said *A. B. &c.* his or their Order, Direction or Procurement, conveyed to the said *C. D.* by him or them, within one Month after such Patent obtained, to hold to the said *C. D. &c.* for and during the Time to be limited, expressed, inserted, mentioned or comprised in the said Letters Patent, and to be conveyed to the said *C. D. &c.* at the proper Costs and Charges of the said *A. B. &c.* and freed from and of all Incumbrances whatsoever; **And** for such Grants from the Crown and Conveyance from the said *A. B. &c.* the said *A. B.* doth for himself, *&c.* farther covenant, grant, promise and oblige himself, and agree to and with the said *C. D. &c.* that he the said *A. B. &c.* shall and will pay or cause to be paid unto the said *C. D. &c.* the Sum or Annuity of 100 *l. per Ann.* to be paid quarterly on the Days of Payment used for that Purpose, (*viz.*) the Annuity, *&c.* the first Payment to commence from, *&c.* and to be paid on, *&c.* and so on successively until such Conveyance of the Premisses before mentioned is made and executed by, *&c.* to the said *C. D.* **Item,** The said *A. B.* for the Consideration before expressed doth covenant and agree to and with the said *C. D. &c.* that he the said *C. D.* shall be employed in and have the whole Management of the suing or otherwise prosecuting of the said pretended Owners of the Premisses before mentioned, for obtaining Possession of the several Premisses, *&c.* and for the Default of conveying the said third Part according to the Tenor of these Presents to the said *C. D. &c.* that then it shall and may be lawful, by virtue hereof and of the Contents herein comprised, for the said *C. D. &c.* to enter into and upon any Part of the Premisses herein before mentioned, in the Name of the whole, and so it to retain without being accountable for the same, till the said *A. B. &c.* or any other Patentee or Patentees shall make and execute such Devise or Devises, Conveyance or

March, 11 *Car.* 1. *S. C. R. C. M. G. E.* and the Isle of *A.* the Fee-Farm 775 *l.* 17 *s. per Ann.* The King covenanted to give his Royal Assent to an Act for Confirmation; accordingly Enacted. Feoffment to *J. V.* who was a Foreigner, and never naturalized, whereby Premisses became vested in the Crown, but concealed therefrom. Discovery by *C. D.* who may obtain Letters Patent. Consideration of producing Proofs. *C. D.* covenants to produce the same. Notice of Attendance therewith. *A. B.* to pay *C. D.* on executing these Presents. *C. D.* to have said third Part of Premisses granted, conveyed to him at Costs of *A. B.* *A. B.* to pay *C. D.* 100 *l. per Ann.* until a Conveyance of the third Part be executed. *C. D.* to have the whole Management of the suing for the Owner of the Premisses. *C. D.* to enter into the whole in Default of Conveyance of a third.

Conveyances, Aſſurance or Aſſurances of the ſaid third Part of the Premiſſes, as is before expreſſed unto the ſaid *C. D.* &c. any Thing herein contained or in the Laws to the contrary hereof in any wiſe notwithſtanding. **In Witneſs**, &c.

Agreement for paſſing a Particular, rated in Fee-ſimple, under the Great Seal, to two Patentees, and from them to the Purchaſor.

Whereas the ſaid *R. H.* hath already delivered unto the ſaid *R. T.* a Particular in Parchment already rated by the Commiſſioners, of the Manor of *R.* with the Appurtenances in the County of *Y. per Ann.* 10 *l.* to be paſſed from the King's Majeſty by Letters Patent under the Great Seal of *England*, amongſt other Things in Fee-ſimple, to ſuch Perſon or Perſons, Patentee or Patentees in Truſt, their Heirs and Aſſigns for ever, as the ſaid *R. T.* ſhall think fit, and from the ſaid Patentee or Patentees to *F. B.* of, &c. his, &c. for ever: **And whereas** for the doing and finiſhing thereof the ſaid *F. B.* by the Hands of the ſaid *R. H.* hath, at the Enſealing and Delivery of theſe Preſents, paid and delivered unto the ſaid *R. T.* the Sum of, &c. in full Satisfaction of and for the clear and abſolute Purchaſe of the ſaid Manor, and of and for all Charges for the ſame to be anſwered or paid in any wiſe, either to his Majeſty or any other for the Purchaſe of the ſame Manor, other than for the inrolling of the Conveyance or Aſſurance to be made by the ſaid Patentee or Patentees to the ſaid *F. B.* his, &c. and other than for the Charges of the procuring of the Survey of the Woods growing upon the Premiſſes, both which are to be done at the Coſts and Charges of the ſaid *F.* his, &c. **In Conſideration** whereof the ſaid *R. T.* doth covenant and grant for him, his, &c. by theſe Preſents, to and with the ſaid *R. H.* his, &c. and every of them in Manner and Form following, that is to ſay, That he the ſaid *R. T.* his, &c. ſhall and will at his and their own proper Coſts and Charges, do his and their beſt Endeavours to procure the ſame Manor of *R.* with the Appurtenances to be paſſed and granted from his Majeſty, his Heirs and Succeſſors, amongſt other Things in Fee-ſimple, by Letters Patent under the Great Seal of *England* to the ſaid Patentee or Patentees, their, &c. for ever, before the 25th Day of ——— next enſuing the Date hereof, and the ſame Premiſſes ſo paſſed and granted as aforeſaid, ſhall and will cauſe and procure the ſaid Patentee or Patentees to convey and aſſure the ſaid Manor of *R.* with the Appurtenances by Deed acknowledged to be inrolled under the ſaid *F. B.* his, &c. for ever, in ſuch Manner and Form, and with and under ſuch Covenant and Warranties as in like Caſes is uſed and accuſtomed; and it is fully agreed by and between the ſaid Parties, that if in caſe the ſaid *R. T.* his, &c. cannot before the ſaid 25th Day of ——— next coming, procure the ſaid Manor with the Appurtenances to be paſſed and granted by Letters Patent from his Majeſty, as aforeſaid, that then he the ſaid *R. T.* his, &c. ſhall and will within ten Days next after the ſaid 25th Day of —— well and truly content and repay or cauſe to be repaid unto the ſaid *F. B.* his, &c. the ſaid Sum of 120 *l.* at or in, &c. the ſaid *R. T.* his, &c. then defaulking out of the ſaid Sum ſo to be repaid the Sum of 6 *l.* of, &c. for ſuch Charges as the ſaid *R. T.* his, &c. ſhall diſburſe or lay out, of, for or about the ſaid Manor.

An Agreement in Articles of Purchaſe, that if a good Title and perfect Conveyance cannot be made on or before a certain Day, the Premiſſes ſhall ſtand as a Security for the Money paid down and Intereſt, which the Vendors covenant to pay; the Profits received by the Purchaſor to go in Part of Payment.

Item, It is hereby further agreed and declared by and between all the ſaid Parties to theſe Preſents, and particularly the ſaid (*Vendors*) do hereby agree and declare, that in caſe they cannot make out a good Title to, and execute and perfect ſuch Conveyances and Aſſurances of the Premiſſes as aforeſaid, on or before the —— Day of, &c. now next enſuing, then the ſaid Manor, &c. and every Part thereof ſhall remain and be a Security to the ſaid (*Purchaſor*) for ſecuring to him, his, &c. the Repayment of the ſaid Sum of —— *l.* now by him paid as aforeſaid, at or upon the ſaid —— Day of, &c. now next enſuing, together with Intereſt for the ſame, after the Rate of, &c. from henceforth, in the mean Time and until Payment thereof, which in ſuch caſe they the ſaid *Purchaſors* do hereby for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective Heirs, &c. promiſe and agree to pay accordingly; and then alſo in ſuch caſe all ſuch Rents, &c. as he the ſaid *Purchaſor* ſhall have received by or out of the Premiſſes as aforeſaid, ſhall be deemed and allowed by him in Part of Payment of the ſame —— *l.* and Intereſt.

An Agreement in Purſuance of an Agreement on the Purchaſe of a Manor, Rectory, &c. that Part of the Purchaſe Money being paid down, and a Mortgage made to the Vendor for ſecuring the Reſidue, (the Title to the Rectory being doubtful) that Part of the Sum ſo ſecured ſhould be retained in the Hands of the Purchaſor to indemnify him till the ſaid Title can be made effectual by Act of Parliament, &c. the Rectory to be valued by Arbitrators; and in caſe of Eviction or Compoſition or any Claim, what the Purchaſor may retain.

THIS Indenture made, *&c.* Between *A. A.* of, *&c.* Nephew and Heir of *B. A.* late of, *&c.* of the one Part, and *C. C.* of, *&c.* of the other Part: Whereas, &c. (*Recital of a Purchaſe by Leaſe, Releaſe and Bargain and Sale of Manors, Rectory,* &c. And whereas, upon executing the ſaid Deeds of Purchaſe only 5000 *l.* Part of the ſaid Sum of 15000 *l.* Purchaſe Money were actually paid to the ſaid *A. A.* by the ſaid *C. C.* and 10000 *l.* Reſidue thereof, together with Intereſt for the ſame, at the Rate of 5 *l. per Cent. per Ann.* were agreed to be ſecured to the ſaid *A. A.* by Mortgage of the Premiſſes, ſubject nevertheleſs to ſuch Deductions as are herein after mentioned; for which Purpoſe the ſaid *C. C.* and *D. C.* have by Indentures bearing even Date, *&c.* demiſed and mortgaged the Premiſſes to the ſaid *A. A.* his, *&c.* for, *&c.* as by, *&c.* And whereas by Reaſon of the laſt Will and Teſtament of the ſaid *B. A.* or otherwiſe, it may be very doubtful whether the ſaid *A. A.* could legally and effectually ſell and convey the ſaid Rectory, *&c.* to the ſaid *C. C.* and *D. C.* and the Heirs and Aſſigns of the ſaid *C. C.* in Manner aforeſaid; and therefore it was agreed by and between the ſaid *A. A.* and *C. C.* at the Time of the ſaid Purchaſe and Mortgage, that the Sum of 2000 *l.* Part of the ſaid Sum of 10000 *l.* ſecured to the ſaid *A. A.* by and upon the ſaid recited Demiſe and Mortgage as aforeſaid, ſhould notwithſtanding ſuch Mortgage remain and continue in the Hands of the ſaid *C. C.* his, *&c.* as a Security to indemnify him and them againſt all Loſs, *&c.* by Reaſon of any Eviction, *&c.* from or by any Perſon claiming, *&c.* by or under the ſaid *A. A.* or the ſaid *B. A.* or any of his Anceſtors, or for or by Reaſon of any Annuity, *&c.* (Except, *&c.* (*two Annuities*) chargeable upon the ſaid purchaſed Premiſſes, or ſome Part thereof, to or for the Poor of, *&c.* for ever.) Now this Indenture witneſſeth, and it is hereby agreed and declared by and between the ſaid Parties to theſe Preſents, and the ſaid *A. A.* doth hereby covenant and agree to and with the ſaid *C. C.* his, *&c.* that the ſaid Sum of 2000 *l.* Part of the aforeſaid Sum of 10000 *l.* ſhall remain and continue in his and their Hands for the Purpoſe aforeſaid, until either a good and effectual Title to the ſaid Rectory, *&c.* ſhall be by the ſaid *A. A.* his, *&c.* and at his and their own Charge, procured and obtained by Act of Parliament, or otherwiſe, to the Satisfaction of the ſaid *C. C.* his, *&c.* or his or their Counſel, *&c.* or in caſe the ſame cannot within the Space of one Year next enſuing the Date hereof be procured or obtained, then until the ſaid *C. C.* his, *&c.* ſhall be thereout fully ſatisfied and paid all ſuch Loſs, *&c.* as he or they ſhall be put unto or ſuſtain for the Reaſons or Cauſes aforeſaid. And therefore it is hereby further agreed and declared by, *&c.* That for adjuſting the true and real Value of the ſaid Rectory, *&c.* two indifferent Perſons ſhall be forthwith choſen, the one to be nominated by the ſaid *A. A.* and the other by the ſaid *C. C.* who ſhall by all due and proper Ways and Means endeavour to inform themſelves of the Value thereof, and what they ſhall agree to be the Value thereof, ſhall be binding and concluſive to the Parties hereunto, ſo as ſuch Valuation be made and declared under their Hands and Seals within the Space of ſix Kalendar Months next after the Date hereof; and in caſe they cannot within that Time agree upon the Valuation thereof, then at the End of the ſaid ſix Months they ſhall nominate and appoint an indifferent Perſon to be by them choſen and appointed under their Hands, who ſhall finally end and determine the ſame within the Space of three Kalendar Months next after he ſhall be ſo elected and choſen, and whatſoever Value the ſaid Parties or Party ſo to be nominated or appointed reſpectively as aforeſaid, ſhall put upon the ſame Premiſſes, or any Part thereof, the ſaid Parties to theſe Preſents, and their reſpective Heirs and Aſſigns, ſhall ſubmit to and abide by. And it is hereby further agreed, That in caſe all or any Part of the ſaid Rectory, *&c.* ſhall be recovered or evicted from the ſaid *C. C.* his, *&c.* or any claiming, *&c.* then and in ſuch caſe, he or they ſhall or may deduct and retain by and out of the ſaid 2000 *l.* ſo much Money as the ſame ſhall amount unto upon ſuch Valuation as aforeſaid, at the Rate of 24 Years; but in caſe upon procuring and obtaining ſuch good and effectual Title to the laſt mentioned Premiſſes by the ſaid *A. A.* his, *&c.* any Annuity or Annuities, Rent or Rents, ſhall be directed or agreed to be taken in Lieu and Satisfaction of the ſame, or any Part thereof, then and in ſuch caſe the ſaid *C. C.* his, *&c.* ſhall and may deduct and retain by and out of the ſaid 2000 *l.* ſuch Sum and Sums of Money as

Recitals.
1. Of Purchaſe Deeds.
2. That Purchaſor had paid Part of the Money, and ſecured the reſt by Mortgage to the Vendor.
3. A Doubt as to the Vendor's Title to the Rectory, *&c.*

Agreement that Part of the Purchaſe Money ſhall remain in the Hands of the Purchaſor till an effectual Title can be procured by Act of Parliament, *&c.*

In caſe of Eviction, the Purchaſor may retain at the Rate of 24 Years Purchaſe.

The like, in caſe of Compoſition for ſuch Claim.

as ſuch Annuity, &c. ſhall amount unto, after the Rate of 24 Years Purchaſe, and the Reſidue and Overplus of the ſaid 2000 *l.* after ſuch Deductions in either of the ſaid Caſes as aforeſaid, if any ſuch there be, ſhall be paid unto the ſaid *A. A.* his, &c. **And** the ſaid *A. A.* doth hereby for himſelf, &c. covenant, &c. to and with the ſaid *C. C.* his, &c. that he the ſaid *A. A.* his, &c. ſhall and will uſe his and their utmoſt Endeavours at the Charges and Expences of the ſaid *A. A.* his, &c. by Act of Parliament or otherwiſe, forthwith or ſo ſoon as conveniently may be, to cauſe and procure ſuch good and effectual Title to be made of the ſaid Rectory, &c. unto the ſaid *C. C.* his, &c. as he or they or his or their Counſel ſhall approve of, and that in caſe he cannot, within the Space of one Year next enſuing the Date hereof, procure ſuch good and effectual Title to be made as aforeſaid, then it ſhall and may be lawful to and for the ſaid *C. C.* his, &c. to make ſuch Deductions, as the Caſe ſhall happen, by and out of the ſaid Sum of 2000 *l.* after the Rate aforeſaid, according to the Loſs or Damage he or they ſhall ſuſtain or be put unto by Reaſon of any ſuch Eviction, Diſturbance or Interruption as aforeſaid. **And laſtly,** the ſaid *C. C.* doth hereby covenant and agree with the ſaid *A. A.* his &c. that during ſuch Time as the ſaid 2000 *l.* or any Part thereof ſhall remain and continue in the Hands of the ſaid *C. C.* his, &c. ſubject to ſuch Deductions as aforeſaid, and until the ſame ſhall be actually applied for the Purpoſes aforeſaid, he and they will pay and allow Intereſt for the ſame unto the ſaid *A. A.* his, &c. after the Rate of 5 *l. per Cent. per Annum.* **In Witneſs,** &c.

A good Title to be procured by the Vendor.

The Purchaſor to pay Intereſt for the Depoſit.

An Agreement that a Purchaſor of Lands and of an Advowſon (the Title for the Advowſon being doubtful) ſhall retain Part of the Purchaſe Money for his Security in caſe of Eviction; but in caſe of peaceable Enjoyment ſix Months after the Induction of an Incumbent after the next Avoidance, the Purchaſor to pay Intereſt, and in caſe of quiet Enjoyment ſeven Years after that, to pay the Principal Money retained and Intereſt.

Articles, &c. **Between** *A. B.* of, &c. of the one Part, and *B. C.* of, &c. *C. D.* of, &c. *D. E.* of, &c. *E. F.* of, &c. and *F. G.* of, &c. of the other Part, as follows:

Whereas the ſaid *C. D.* being ſeiſed in Fee of two ſixth Parts of, &c. in, &c. and the ſaid *B. C.* and *E. F.* being each of them ſeiſed in Fee of one other ſixth Part thereof, and the ſaid *D. E.* and *J.* his Wife, in Right of the ſaid *J.* being alſo ſeiſed in Fee of one other ſixth Part thereof, and the ſaid *F. G.* and *L.* his Wife, in Right of the ſaid *L.* being alſo ſeiſed in Fee of the other remaining ſixth Part thereof, and all of them being or pretending to be ſeiſed in Fee in the Shares and Proportions aforeſaid, of and in the Advowſon of the Church of *G.* aforeſaid, have by Indenture bearing Date the Day before the Day of the Date of theſe Preſents, and by other Conveyances and Aſſurances in Conſideration of, &c. in the ſame Indenture mentioned to be paid or ſecured to them reſpectively by the above named *A. B.* in Proportion to their reſpective Eſtates and Intereſts of and in the Premiſſes, granted and conveyed, or are therein mentioned to have been granted, &c. unto and to the Uſe of the ſaid *A. B.* his Heirs and Aſſigns, the ſaid Meſſuages, &c. **And whereas** the Title of the ſaid *C. D. B. C. E. F. D. E.* and *J.* his Wife, and *F. G.* and *L.* his Wife, in and to the ſaid Advowſon, being at the Time of ſuch Grant and Conveyance ſomewhat doubtful and uncertain, they the ſaid *C. D. B. C. E. F. D. E.* and *F. G.* have agreed to leave, and have accordingly left in the Hands of the ſaid *A. B.* the Sum of 1000 *l.* Part of the aforeſaid Sum of 6000 *l.* as a Security for the quiet Enjoyment of the ſaid Advowſon by the ſaid *A. B.* his Heirs and Aſſigns, and ſubject to the Terms, Conditions and Agreements herein after mentioned concerning the ſaid 1000 *l.* **Now therefore theſe Preſents witneſs,** That it is hereby declared and agreed by and between all the ſaid Parties hereunto in Manner following; that is to ſay, **Imprimis,** The ſaid *A. B.* doth hereby for himſelf, his Heirs, &c. covenant, &c. to and with the ſaid *C. D. B. C. E. F. D. E.* and *F. G.* their Executors, &c. that in caſe the ſaid *A. B.* his, &c. ſhall and do hold and enjoy the ſaid Advowſon of, &c. during the Life of *J. T.* the preſent Incumbent of the ſaid Church, or for ſuch Time as he ſhall continue Incumbent there, and from and after the firſt Avoidance of the ſaid Church by the Death or Reſignation of the preſent Incumbent or otherwiſe, if he the ſaid *A. B.* his Heirs or Aſſigns ſhall and may peaceably and quietly preſent another fit Perſon as Incumbent to the ſaid Church, who ſhall thereupon be admitted, inſtituted and inducted, and continue in the Poſſeſſion of the Rectory or Parſonage of the ſame Church by the Space of Half a Year after ſuch Induction, then and in ſuch Caſe, and not otherwiſe, he the ſaid *A. B.* his Heirs, &c. ſhall and will anſwer, allow and pay unto the ſaid *C. D. B. C. E. F.*

Several Perſons ſeiſed of Lands and an Advowſon.

Conveyance thereof.

Doubtful Title to the Advowſon.

Agreement that the Purchaſor ſhall retain Part of the Purchaſe Money as Security.

The Purchaſor covenants that in caſe he peaceably holds the ſaid Advowſon during the Life of the preſent Incumbent, &c. then he will pay to the Vendors Intereſt for the Money retained.

E. F. D. E. and *F. G.* reſpectively, or their reſpective Executors, *&c.* according to their ſeveral and reſpective Shares and Proportions of and in the ſaid Advowſon at the Time of the making the ſaid recited Conveyance, Intereſt for the ſaid Sum of 1000*l.* after the Rate of 4*l.* *per Cent. per Ann.* to be computed from the Day of the Date of theſe Preſents, until the End of ſuch Half-year after ſuch Induction as aforeſaid, firſt deducting thereout all Coſts and Charges which he the ſaid *A. B.* his Heirs or Aſſigns, ſhall be at in maintaining or defending the Title of the ſaid Advowſon (if any ſuch ſhall be;) And in caſe the ſaid *A. B.* his, *&c.* ſhall during the Space of ſeven Years, to be accounted from the ſaid Half-year after ſuch Induction as aforeſaid, peaceably and quietly hold, poſſeſs and enjoy the ſaid Advowſon of, *&c.* without any Let, Suit, Trouble, Eviction or Interruption of or by any Perſon or Perſons whatſoever lawfully claiming or to claim the ſaid Advowſon; then and in ſuch Caſe, and not otherwiſe, he the ſaid *A. B.* his Heirs, *&c.* ſhall and will at the End of the ſaid ſeven Years pay or cauſe to be paid unto the ſaid *C. D. B. C. E. F. D. E.* and *F. G.* reſpectively, or their reſpective Executors, *&c.* the ſaid Sum of 1000*l.* in the Proportions following; that is to ſay, Two ſixth Parts thereof to the ſaid *C. D.* his Executors, *&c.* and a ſeveral ſixth Part thereof to each of them the ſaid *B. C. E. F. D. E:* and *F. G.* reſpectively, or their reſpective Executors, *&c.* together alſo with the Intereſt for the ſame after the Rate of 5*l.* *per Cent. per Ann.* to be paid by equal Half-yearly Payments during ſuch Enjoyment, to be computed from the End of the ſaid Half-year after ſuch Induction as aforeſaid; thereout firſt deducting all Charges and Expences which the ſaid *A. B.* his, *&c.* ſhall be at in maintaining or defending the Title of the ſaid Advowſon, if any ſuch there be. **Item,** The ſaid *C. D. B. C. E. F. D. E.* and *F. G.* do hereby for themſeves ſeverally and reſpectively, and for their ſeveral and reſpective Heirs, *&c.* covenant, *&c.* to and with the ſaid *A. B.* his Heirs, *&c.* that in caſe the ſaid Advowſon ſhall at any Time hereafter before the End of the aforeſaid ſeven Years be evicted and recovered from the ſaid *A. B.* his, *&c.* by any Perſon or Perſons whomſoever, then and in ſuch caſe he the ſaid *A. B.* his, *&c.* ſhall and may have, retain and keep the ſaid Sum of 1000*l.* to and for his and their own Uſe and Bene fit, as his and their own proper Goods and Chattels, diſcharged of the aforeſaid Covenant and Agreement for the Payment of the ſame; and in caſe the ſaid *A. B.* his, *&c.* ſhall be lawfully hindered or obſtructed from preſenting a fit Perſon as an Incumbent to the ſaid Church of *G.* at the firſt and next Avoidance thereof, or if ſuch Perſon ſo preſented ſhall at any Time within Half a Year after his Induction be lawfully removed or ejected by *Quare Impedit*, or other Action, to be brought againſt him by any Perſon or Perſons whomſoever, then and in either of the ſaid Caſes the ſaid *A. B.* his Heirs, *&c.* ſhall be wholly diſcharged of and from Payment of any Intereſt for the ſaid Sum of 1000*l.* and of and from his and their Covenant and Agreement for Payment of the ſame. **In Witneſs,** &c.

Deducting Coſts in defending the Title.

And in Caſe he peaceably enjoys it for a certain Term after, that he ſhall pay the Principal and Intereſt.

The Vendor covenant, that if the Purchaſor be evicted he ſhall have the Money retained.

And in Caſe of being diſturbed he ſhall not pay Intereſt.

An Agreement to indemnify Purchaſers of two Houſes to a certain Day, from an Annuity formerly charged on them and other Houſes, but now uncertain whether the Premiſſes be freed therefrom or not; and if after recovered, the ſame to be apportioned.

THIS Indenture made, *&c.* **Between** *A. B.* of, *&c.* and *B. B.* of, *&c.* two of the Sons of *C. B.* of, *&c.* of the one Part, and *D. E.* of, *&c.* of the other Part: **Whereas,** *&c.* (*Recital of a Conveyance in Fee of a Houſe by the ſaid* A. B. *to* D. E. *and of another of another Houſe by the ſaid* B. B. *and his Truſtee to the ſaid* D. E. *and of an antient Deed, whereby many Houſes were charged with a perpetual Annuity of* 15l. per Ann. *which Houſes ſo charged were conveyed to* Q. B. *deceaſed, Grandfather of the ſaid* A. B. *and* B. B. *after whoſe Deceaſe his Truſtees ſold all the ſaid Houſes except five, and which were then the Jointure of* Q. B.*'s Widow, to* W. X. *who covenanted to pay the whole Annuity during her Life, and to indemnify the Houſes unſold therefrom; and that after her Death only his Proportion,* viz. 10l. *and the Houſes not then ſold, the Reſidue,* viz. 5l.) **And whereas** the ſaid two Meſſuages, or Tenements and Premiſſes to ſold and conveyed unto and to the Uſe of the ſaid *D. E.* his Heirs and Aſſigns as aforeſaid, are two of the ſaid five Meſſuages formerly in Jointure to the ſaid *V. B.* and which from and after her Deceaſe were agreed to be charged with the ſaid 5*l.* as aforeſaid. **And whereas** the ſoid *V. B.* departed this Life about, *&c.* but no Part of the ſaid 5*l.* has been paid, or demanded to be paid out of the ſaid five Meſſuages agreed to be charged therewith as aforeſaid, or any of them, ſince the Deceaſe of her the ſaid *V.* nor hath any Part of the ſaid Annuity of 15*l.* been paid, or demanded to be paid, out of the ſame five Meſſuages, or any of them, ſince the ſaid Year——, and it is uncertain whether the ſaid five Meſſuages, or any of them, be now ſubject to or chargeable with the ſaid yearly Sum of 5*l.* or any Part thereof, or whether the ſame Meſſuages have not been freed from the ſaid yearly Sum by ſome ſubſequent Agree-

Recitals.

Houſes in Jointure to a Widow, and a Rent charge thereon.

The Houſes now ſold, Part of thoſe charged.

The Widow dead.

No Annuity has been for a long Time demanded.

Uncertain whether the

Premiſſes have not been freed therefrom.

ment; and therefore it was agreed by and between the ſaid *A. B. B. B.* and *D. E.* upon his Contract for the Purchaſe of the ſaid two Meſſuages, or, *&c.* ſo conveyed unto and to the Uſe and Behoof of him the ſaid *D. E.* his Heirs and Aſſigns as aforeſaid, that they the ſaid *A. B.* and *B. B.* ſhould indemnify and ſave harmleſs him the ſaid *D. E.* his Heirs and Aſſigns, and the ſaid two Meſſuages or, *&c.* ſo conveyed to him and them as aforeſaid, of, from and againſt all Arrears of the ſaid yearly Sum of 5 *l.* for and until the Feaſt-Day of, *&c.* next enſuing; and that in Caſe the ſaid yearly Sum of 5 *l.* or any Part of the ſaid Annuity of 15 *l.* ſhould at any Time hereafter be recovered out of and charged upon the ſaid five Meſſuages by the ſaid Indenture of, *&c.* agreed to be charged with the ſaid 5 *l.* from and after the Deceaſe of the ſaid *V. B.* as aforeſaid, then the ſaid *D. E.* his Heirs and Aſſigns, ſhould only bear and pay the yearly Sum of 2 *l.* for and in Reſpect of the ſaid two Meſſuages and Premiſſes ſo conveyed to him and them as aforeſaid, to commence and be computed from the ſaid Feaſt-Day of, *&c.* now next enſuing, and the Reſidue and Overplus of all ſuch Sums of Money as ſhould be ſo recovered or charged as aforeſaid, ſhould be wholly born and paid by the Owners and Proprietors of the three other of the ſaid five Meſſuages charged with the ſaid 3 *l.* as aforeſaid, which are not purchaſed by or conveyed to the ſaid *D. E.* **Now this Indenture Witneſſeth,** and in Conſideration of the Premiſſes, and in Purſuance of the ſaid recited Agreements, the ſaid *A. B.* and *B. B.* **Do** for themſelves and each of them, their and each of their Heirs, *&c.* covenant, *&c.* to and with the ſaid *D. E.* his Heirs and Aſſigns, in Manner following, That is to ſay, That they the ſaid *A. B.* and *B. B.* or one of them, their or one of their Heirs, *&c.* ſhall and will from Time, *&c.* ſave, defend, keep harmleſs and indemnified the ſaid *D. E.* his Heirs, *&c.* and the ſaid two Meſſuages, *&c.* ſo conveyed unto and to the Uſe of him the ſaid *D. E.* his Heirs and Aſſigns as aforeſaid, of, from and againſt all Arrears of the ſaid yearly Sum of 5 *l.* incurred or grown due, or which ſhall be due or recovered for and until the ſaid Feaſt-Day of, *&c.* now next enſuing, and of, from and againſt all Actions, Suits, Loſſes, Coſts, Charges and Expences to be occaſioned or ſuſtained for or on Account of ſuch Arrears. **And further,** That in Caſe at any Time hereafter the ſaid yearly Sum of 5 *l.* or any Part of the ſaid Annuity of 15 *l.* ſhall be recovered out of and charged upon the aforeſaid five Meſſuages agreed to be charged with the ſaid 5 *l.* as aforeſaid, then the Owners and Proprietors of the ſaid three other Meſſuages not purchaſed by or conveyed to the ſaid *D. E.* as aforeſaid, ſhall and will from Time, *&c.* bear and pay all ſuch Sum and Sums of Money as ſhall be ſo recovered and charged as aforeſaid over and above and other than and except the yearly Sum of 2 *l.* which in that Caſe is to be born and paid by the ſaid *D. E.* his Heirs and Aſſigns, to commence and be computed from the ſaid Feaſt-Day of, *&c.* now next enſuing: **And in Conſideration of the Premiſſes,** and in Purſuance of the ſaid recited Agreements, he the ſaid *D. E.* doth hereby for himſelf, his Heirs, *&c.* covenant, *&c.* to and with the ſaid *A. B.* and *B. B.* and each of them, their and each of their Heirs and Aſſigns, that in Caſe at any Time hereafter the ſaid yearly Sum of 5 *l.* or any Part of the ſaid Annuity of 15 *l.* ſhall be recovered out of and charged upon the aforeſaid five Meſſuages, agreed to be charged with the ſaid 5 *l.* as aforeſaid, then he the ſaid *D. E.* his Heirs and Aſſigns, ſhall and will bear and pay the ſaid yearly Sum of 2 *l.* Part of the Monies to be ſo recovered or charged by and out of the Rents and Profits of the ſaid two Meſſuages and Premiſſes ſo conveyed to him and them as aforeſaid; the ſaid yearly Sum or Payment of 2 *l.* to commence and be only computed from the ſaid Feaſt-Day of, *&c.* now next enſuing. **In Witneſs,** &c.

Agreements to indemnify the now Purchaſors to a Day certain, and to apportion it (if recovered) for the future.

Covenant to the ſame Purpoſes.

Purchaſer covenants to pay his Proportion as agreed on.

An Agreement that Part of the Purchaſe Money (agreed on the Purchaſe) to be inveſted, and which is ſince inveſted in South-Sea *Annuities, and transferred to Truſtees, as a Security againſt a Portion and Annuities of a Feme Covert who had married a Minor, and could not then releaſe,* &c. *are ſo inveſted in Truſt to pay the ſame, that the Purchaſors in the mean Time ſhall be indemnified; and that when the Premiſſes are diſcharged from the* South-Sea *Annuities, they are to be transferred to the Purchaſors, and as to the Choice,* &c. *of new Truſtees on the Death of the former,* &c.

THIS Indenture Quadripartite made, *&c.* **Between** *A. B.* of, *&c.* Widow, and *B. C.* of, *&c.* Widow, (Siſters and ſurviving Deviſees and Executrixes in Truſt named in the laſt Will and Teſtament of *C. D.* late of, *&c.* Eſq; deceaſed) of the firſt Part, *D. E.* of, *&c.* and *E. E.* his Wife, *F. G.* of, *&c.* Widow, and *G. H.* of, *&c.* and *H. H.* his Wife, (which *E. E. F. G.* and *H. H.* are Nieces of the ſaid *C. D.* and Deviſees and Reſiduary Legatees in his ſaid Will named, as to all the *Reſiduum* of both his Real and Perſonal Eſtate) of the ſecond Part, * *L. M.* of, *&c.* Widow, *M. N.* of, *&c. N. O.* of, *&c.* and *O. P.* of, *&c.* (the four

* Purchaſors.

four acting Executors of *P. M.* late of, *&c.* deceaſed) of the third Part, and † *N. Q.* of, *&c.* *O. R.* of, *&c.* *P. H.* of, *&c.* and *R. S.* of, *&c.* of the fourth Part: **Whereas**, &c. (*Recital of a Leaſe and Releaſe by the Deviſor and his Father, whereby a Term was created to raiſe Portions for his ſaid Siſters, and to pay them Annuities in the mean Time; of the Deviſor's Will, whereby he deviſes his Lands to Truſtees, to be ſold to pay Debts and Legacies, ſubject to the Siſters Annuities, and deviſed additional Annuities to them, and the Reſidue of his Real and Perſonal Eſtate to his ſaid Nieces, and made his Siſters Executrixes, and that* B. D. *one of the Deviſor's Siſters, is dead unmarried:*) **And whereas** the ſaid *A. D.* (*one of the Siſters*) is lately married, or pretends to be married unto *G. H.* the Younger, (an Infant of the Age of 14 Years or thereabouts) and by Virtue of the ſaid Marriage ſhe the ſaid *A.* and the ſaid *G. H.* in her Right, or one of them, do claim or pretend to be intitled to the Sum of 600*l.* for her Portion, as Part or Share of the ſaid Sum of, *&c.* in and by the ſaid Indenture (i. e. *the recited Releaſe*) *Quadripartite* provided to be raiſed as aforeſaid, together with Intereſt for the ſame in the mean Time and until Payment thereof, in Lieu of the ſaid Annuity of 40*l. per Ann.* by the ſaid Indenture *Quadripartite*, provided for her as aforeſaid, and which by her ſaid Marriage (in Caſe ſhe be intitled to the ſaid 600*l.* Portion) is ceaſed and determined: **And whereas** it ſeems doubtful, whether by Virtue of the ſaid recited Will of the ſaid *C. D.* and the Deceaſe of the ſaid *B. D.* ſhe the ſaid *A.* and her Huſband in her Right, may not claim or pretend to be intitled not only to the ſaid further Annuity of 40*l. per Ann.* by the ſaid Will deviſed or directed to be paid to her for her Life as aforeſaid, but alſo to the ſaid further Annuity of 40*l. per Ann.* by the ſame Will deviſed or directed to be paid to the ſaid *B.* for her Life as aforeſaid, and whether by Virtue of the Words of the ſame Will the ſaid laſt mentioned Annuity may not ſurvive to her the ſaid *A.* although it is apprehended that the ſaid *C. D.* the Teſtator did not ſo intend: **And whereas**, &c. (*Recital of Purchaſe Deeds, whereby the ſaid* L. M. M. N. N. O. *and* O. P. *bought Part of the Deviſor's Eſtates of the ſaid* A. B. *and* B. C. *with the Conſent*, &c. *of the ſaid* D. E. *and* E. *his Wife*, F. G. *and* G. H. *and* H. *his Wife, for* 16000 l. *Part of the Perſonal Eſtate of the ſaid* P. M.) **And whereas** the ſaid *G. H.* and *A.* his Wife, by Reaſon of his Infancy, and of the Coverture of her the ſaid *A.* are at preſent incapable in Law to free, releaſe and diſcharge the purchaſed Manors, *&c.* of and from the ſaid 600*l.* Portion and the Intereſt thereof, and of and from the ſaid Annuity or Annuities to which the ſaid *A.* and the ſaid *G. H.* her Huſband in her Right, or one of them, are intitled unto, or may claim or pretend to be intitled unto, of, in, to or out of the ſaid purchaſed Manors, *&c.* or to receive and give legal Receipts and Diſcharges for the ſaid 600*l.* Portion, and the Intereſt thereof, and the ſaid Annuity or Annuities, or any of them; and therefore it was at the Time of the ſaid Purchaſe offered and propoſed, by and on the Behalf of them the ſaid *D. E.* and *E.* his Wife, *F. G. G. H.* and *H.* his Wife, and conſented and agreed unto by them the ſaid *L. M. M. N. N. O.* and *O. P.* that 1500*l.* *South-Sea* Annuities ſhould be purchaſed with Part of the ſaid 16000*l.* Purchaſe Money, in the joint Names of them the ſaid *N. Q. O. R. P. H.* and *R. S.* upon the Truſts and for the Purpoſes, and ſubject to the Agreements herein after in that Behalf mentioned, and to be and ſtand as a Fund or Security to indemnify and ſave harmleſs the ſaid Purchaſors and purchaſed Premiſſes, of, from and againſt the ſaid Portion, Intereſt and Annuities, and other the Claims and Demands of them the ſaid *G. H.* and *A.* his Wife, and of each or either of them, of, in, to or out of the ſaid purchaſed Premiſſes, every or any Part thereof. **And whereas** in Purſuance of the ſaid Propoſal and Agreement, and with the Privity and Conſent of the ſaid *A. B.* and *B. C.* and at the Requeſt and by the Direction and Appointment of the ſaid *D. E.* and *E.* his Wife, *F. G.* and *G. H.* and *H.* his Wife, (teſtified by, *&c.*) they the ſaid *L. M.* and *M. N. N. O.* an *O. P.* or ſome of them, have laid out and inveſted, or cauſed, *&c.* 1600*l.* Part of the ſaid 16000*l.* in the Purchaſe of 1500*l.* *South-Sea* Annuities, which have been tranſferred unto and are now ſtanding in the Books of the *South-Sea* Company in the joint Names of the ſaid *N. Q. O. R. P. H.* and *R. S.* as by the Books of the ſaid Company appear; and which they the ſaid *N. Q. O. R. P. H.* and *R. S.* the Truſtees for the ſaid Annuities, do hereby own and acknowledge: **Now this Indenture witneſſeth**, and it is hereby agreed and declared by and between all the ſaid Parties to theſe Preſents, and it is the true Intent and Meaning of them, and of theſe Preſents, that the ſaid 1500*l.* *South Sea* Annuities ſo transferred unto and ſtanding in the Names of them the ſaid *N. Q. O. R. P. H.* and *R. S.* as aforeſaid, are and were to them transferred only as Truſtees, as a Fund and Security for ſuch Indemnification, and upon ſuch Truſt, and for ſuch Purpoſes, and under and ſubject to ſuch Agreements, as are herein after mentioned, expreſſed and declared of and concerning the ſame; that is to ſay, In Caſe and for ſo long Time as they the ſaid *D. E. F. G.* and *G. H.* or any of them, their or any of their Heirs, *&c.* ſhall and do well and truly pay, or cauſe, *&c.* the accruing Intereſt of the ſaid 600*l.* Portion, and all ſuch Annuity or Annuities as they the ſaid *G. H.* and *A.* his Wife, or either of them, are, is or ſhall, or may be intitled unto, or can or may claim or pretend to out of the ſaid purchaſed Manors, *&c.* or any Part thereof, by Virtue of the ſaid firſt recited Indenture

† Truſtees.

Recitals.

Annuities granted and deviſed.

One Siſter and Annuitant dead.

Another married to a Minor, claims her Portion of 600*l.*

Doubtful whether ſhe don't claim not only the Annuity granted by the Will, but her deceaſed Siſter's Annuity thereby alſo granted.

Purchaſe of Part of the Deviſor's Eſtates.

The Minor and his Wife incapable to releaſe the 600*l.* Portion and their ſaid Annuities.

Therefore at the Time of ſuch Purchaſe it was agreed that Part of the Purchaſe Money ſhould be inveſted in *South-Sea* Annuities, as a Security to indemnify the Purchaſors from the ſaid Portion and Annuities; which has been accordingly inveſted, and the ſaid *South Sea* Annuities tranſferred to Truſtees.

Agreement and Declaration that the ſaid *South Sea* Annuities are in Truſt to pay the ſaid Portion, *&c.* as they become due.

denture of Releaſe, and the ſaid Will of the ſaid *C. D.* or either of them, as the ſame ſhall from Time to Time reſpectively become due and payable; **And alſo** ſhall and do in the mean Time well and ſufficiently ſave, defend, keep harmleſs and indemnified them the ſaid Purchaſors, and each and every of them, their and each and every of their Heirs, Executors, Adminiſtrators, Aſſigns and Truſtees, and the ſaid purchaſed Premiſſes, and every Part thereof, of, from and againſt the Payment of the ſaid 600*l.* Portion, and the Intereſt thereof, and all ſuch Annuity or Annuities as are laſt mentioned, every or any Part thereof, and of, from and againſt all Loſs, Coſts, Charges, Damages and Expences which they the ſaid Purchaſers, or any of them, their or any of their Heirs, *&c.* ſhall or may ſuſtain, expend or be put unto at Law or in Equity, or otherwiſe howſoever, for or by Reaſon or Means of Non-payment, or not due Payment of the ſame Portion, Intereſt, and Annuity or Annuities, every or any Part thereof, **Upon Truſt** that they the ſaid *N. Q. O. R. P. H.* and *R. S.* and the Survivors and Survivor of them, his Executors and Adminiſtrators, and ſuch others on whom the Truſts hereby declared or created ſhall for the Time being belong, ſhall and do permit and ſuffer, and fully authoriſe and impower them the ſaid *D. E. F. G.* and *G. H.* reſpectively, and their reſpective Executors, *&c.* to receive and take the clear yearly Dividends and Intereſt of the ſaid 1500*l.* *South-Sea* Annuities, as the ſame ſhall from Time to Time ariſe and become due, to and for their own reſpective Uſe and Benefit, in the Proportions following; that is to ſay, One full third Part thereof to be received by the ſaid *D. E.* his, *&c.* one other full third Part to be received by the ſaid *F. G.* her, *&c.* and the remaining full third Part thereof to be received by the ſaid *G. H.* his, *&c.* **And upon this further Truſt,** that in Caſe at any Time or Times hereafter Default ſhall happen to be made of or in Payment of the ſaid 600*l.* Portion, or any Part thereof, or of the accruing Intereſt thereof, or any Part thereof, or of ſuch Annuity or Annuities as aforeſaid, or any Part thereof, or for want, or in Default or Neglect of ſuch Indemnification as aforeſaid, then and ſo often they the aforeſaid Truſtees for the ſaid *South-Sea* Annuities, or the Survivors, *&c.* his, *&c.* or ſuch others on whom the ſaid Truſts ſhall for the Time being devolve, ſhall and do by and out of the yearly Dividends and Intereſt of the ſaid *South-Sea* Annuities, or by Sale of all, or any, or a competent Part of the Capital of the ſame Annuities, or by ſuch other Ways or Means as the ſaid Truſtees for the Time being ſhall think fit, raiſe and levy ſuch Sum and Sums of Money as ſhall from Time to Time be ſufficient and neceſſary to anſwer, pay and ſatisfy the ſaid 600*l.* Portion, and the Intereſt thereof, and ſuch Annuity or Annuities as aforeſaid, or ſuch Part or Parts thereof as ſhall be due and payable, and whereof ſuch Default of Payment ſhall happen to be made as aforeſaid, together alſo with all ſuch Loſs, *&c.* as they the ſaid Purchaſors, or any of them, their Heirs, *&c.* or Truſtees, or the Truſtees for the Time being for the ſaid *South-Sea* Annuities, or any of them, ſhall ſuſtain, *&c.* for or by Reaſon or Means of ſuch Nonpayments, or not due Payment of the aforeſaid Portion and Intereſt and Annuity or Annuities laſt mentioned, every or any Part thereof, or for Want, or in Default or Neglect of ſuch Indemnification as aforeſaid, or in or about the Execution of the Truſts hereby created and declared, every or any of them, and ſhall and do pay, apply and diſpoſe of the ſame Monies (when ſo raiſed) accordingly. **Provided always nevertheleſs,** and it is hereby further agreed and declared by and between all, *&c.* that when and ſo ſoon as the ſaid purchaſed Manors, *&c.* ſhall, to the good Liking and Satisfaction of them the ſaid *L. M. M. N. N. O.* and *O. P.* or the Survivors, *&c.* or the Heirs, *&c.* or of his, her or their Counſel learned, *&c.* be freed and abſolutely releaſed and diſcharged at Law and in Equity, of, from and againſt the ſaid Portion of 600*l.* and the Intereſt thereof, and every Part thereof, and of, from and againſt all ſuch Annuity or Annuities as aforeſaid, and every Part thereof, and all Arrears thereof, every or any Part thereof, and that ſuch Indemnification as aforeſaid ſhall have been fully made, and that all ſuch Loſs, *&c.* as aforeſaid, together with the Truſtees Coſts and Charges in and about the Execution of theſe Preſents, ſhall be fully paid and ſatisfied; then and immediately thereupon, or ſo ſoon after as conveniently may be, the ſaid Truſtees for the Time being for the ſaid *South-Sea* Annuities ſhall and will, at the Requeſt, Coſts and Charges of them the ſaid *D. E. F. G.* and *G. H.* reſpectively, or their reſpective Executors or Adminiſtrators, transfer and pay the ſaid 1500*l.* *South-Sea* Annuities, or ſo much thereof as ſhall then remain undiſpoſed of for the Purpoſes aforeſaid, and all Dividends and Intereſt then thereupon due in the Proportions and Manner following; that is to ſay, One full Third Part thereof unto the ſaid *D. E.* his, *&c.* to and for his and their own Uſe and Benefit, one other, *&c.* **Provided alſo,** and it is hereby further agreed and declared by, *&c.* all, *&c.* that in Caſe any Part or Parts of the ſaid 1500*l.* *South-Sea* Annuities ſhall by Authority of Parliament, or otherwiſe, be redeemed or paid in before the aforeſaid Truſts ſhall be fully performed, then and in ſuch Caſe, and ſo often, it ſhall and may be lawful to and for the ſaid Truſtees for the Time being, for the ſame Annuity, to lay out and inveſt the Monies to be ſo paid, in the Purchaſe of the like *South-Sea* Annuities, in their joint Names, upon the ſame and like Truſts, and ſubject to the ſame and like Proviſoes and Agreements as aforeſaid, (*or ſay,* —— as are herein before expreſſed and

Indemnity of Purchaſers in the mean Time.

Intereſt of *South Sea* Annuities how applied.

On Default of paying the ſaid Portion, *&c.* the Truſtees to raiſe as much Monies out of the Dividends and Intereſt of the *S. S.* Annuities, or by Sale, as ſhall be ſufficient to pay the ſame, and Coſts.

Agreement that on the Diſcharge of the purchaſed Premiſſes from the ſaid Portion, *&c.*

the Truſtees ſhall transfer the ſaid *S. S.* Annuities to the Vendors.

Proviſo in Caſe of Redemption of Part of the *S. S.* Annuities by Parliament, the Truſtees to reinveſt the Money.

and declared of and concerning the ſaid Annuities ſo to be redeemed or paid off as aforeſaid.) **Provided always,** and it is hereby further declared and agreed by, &c. all, &c. that in caſe either of them the ſaid *N. Q.* or *O. R.* the Truſtees nominated by the ſaid Purchaſers, ſhall happen to die before the aforeſaid Truſts ſhall be fully performed, then and in ſuch Caſe it ſhall and may be lawful to and for the ſaid Purchaſors Parties hereto, or the Survivors, &c. to name and appoint one other fit and proper Perſon as a Truſtee for the Purpoſes aforeſaid, in the Room and Stead of ſuch of them the ſaid *N. Q.* and *O. R.* as ſhall ſo happen to die, and ſo from Time to Time, and as often as any Truſtee named by the ſaid Purchaſors, or any of them, their or any of their Heirs or Aſſigns, ſhall happen to die whilſt the aforeſaid Truſts, or any of them, ſhall be ſubſiſting; and in caſe either of them the ſaid *P. H.* and *R. S.* the Truſtees nominated by the ſaid *D. E. F. G.* and *G. H.* ſhall happen, &c. then, &c. for the ſaid *D. E. F. G.* and *G. H.* or the Survivors, &c. and the Executors or Adminiſtrators of ſuch of them as ſhall be then dead, to name, &c. one, &c. in the Room, &c. and ſo, &c. (*ut ſupra.*) **And it is hereby further agreed and declared** by, &c. all, &c. that when and ſo often as any new Truſtee or Truſtees ſhall be named in Manner and for the Purpoſes aforeſaid, in the Room and Stead of any of the ſaid preſent or future Truſtee or Truſtees, then and ſo often the ſurviving Truſtee or Truſtees for the Time being of the ſaid Truſt Premiſſes, ſhall, at the Coſts and Charges of the ſaid *D. E. F. G.* and *G. H.* or ſome of them, their or ſome of their, &c. transfer and make over the ſaid Truſt *South-Sea* Annuities, or ſo much thereof as ſhall be then remaining, ſo as and in ſuch Manner as that the ſame ſhall be legally and effectually veſted in the joint Names of ſuch new Truſtee or Truſtees, and of ſuch ſurviving Truſtee or Truſtees, upon the Truſts aforeſaid, and ſo from Time to Time, and as often as the like Caſe ſhall happen. **And** the ſaid *D. E. F. G.* and *G. H.* do, &c. jointly and ſeverally covenant, &c. to and with the ſaid *L. M. N. O.* and *O. P.* their, &c. in Manner, &c. That they the ſaid *D. E. F. G.* and *G. H.* or ſome or one, &c. their, &c. ſhall and will well and truly pay, or, &c. unto them the ſaid *G. H.* and *A.* his Wife, or one of them, their, &c. the ſaid 600 *l.* Portion, (in caſe the ſame be really juſtly due and payable) and alſo the accruing Intereſt thereof, and all ſuch Annuity or Annuities as aforeſaid, as and when the ſame Portion, Intereſt and Annuity or Annuities ſhall reſpectively become due and payable, and that the Perſon or Perſons intitled thereto ſhall be capable legally and effectually to releaſe, diſcharge and give Receipts for the ſame; **And** ſhall and will in the mean Time ſave, defend, keep harmleſs and indemnified, them the ſaid *L. M.* &c. and each, &c. their, &c. Aſſignees and Truſtees, and the ſaid purchaſed Manors, &c. of, from and againſt the ſame Portion, Intereſt and Annuity and Annuities, and every of them, and every Part thereof, and of, from and againſt all Actions, Suits in Law or Equity, to be commenced, brought or proſecuted for or on Account thereof, or any Part thereof, and of, from and againſt all Loſs, Coſts, Charges, Damages and Expences, which they the ſaid Parties laſt named, or any of them, their, &c. ſhall ſuſtain, expend or be put unto, for or by Reaſon or Means of the Non-payment or not due Payment of the ſame Portion, Intereſt, and Annuity or Annuities, or any Part thereof; **And alſo** ſhall and will yearly, once in every Year during the aforeſaid Truſts, produce and ſhew forth unto them the ſaid Purchaſors, or ſome or one of them, or ſome or one of their Heirs or Aſſigns, the Receipts and Diſcharges for the ſaid Intereſt and Annuity or Annuities, as the ſame ſhall become due and be paid; and when and ſo ſoon as the ſaid 600 *l.* Portion ſhall be paid, or otherwiſe effectually releaſed and diſcharged, ſhall and will, at the Coſts and Charges of the ſaid Purchaſors, or ſome or one of them, their, &c. deliver, or cauſe or procure to be delivered to him, her or them, one Part of ſuch Releaſe or Diſcharge, in caſe the ſame can be procured; if not, then an atteſted Copy of ſuch Releaſe or Diſcharge, with a Covenant to produce the ſame. **Provided always, and it is hereby agreed,** by and between all, &c. that in caſe the ſaid *G. H.* and *A.* his Wife, or either of them, their, &c, ſhall at any Time or Times hereafter commence or bring any Action or Actions, Suit or Suits at Law or in Equity, or by any other Ways or Means proceed againſt them the ſaid Purchaſors, their, &c. for the Recovery of the ſaid 600 *l.* Portion, or any Part thereof, or the Annuity or Annuities ſo claimed or pretended to be due and payable to the ſaid *G. H.* and *A.* his Wife, or either of them, as aforeſaid, or for any other Cauſe by Reaſon of the Premiſſes; then and in ſuch Caſe, and ſo often as any ſuch Action, Suit or Proceedings ſhall be commenced, brought or proſecuted, the ſaid Purchaſors, their Heirs or Aſſigns, or ſome of them, ſhall forthwith give or cauſe, &c. Notice thereof in Writing to the ſaid *D. E. F. G.* and *G. H.* ſome or, &c. their, &c. or to the ſaid *P. H.* and *R. S.* or one of them, or ſuch other Perſon or Perſons on whom the Truſt of the ſaid *South-Sea* Annuities ſhall from Time to Time devolve, as Truſtees of and nominated by the ſaid *D. E. F. G.* and *G. H.* their reſpective, &c. to the Intent that they the ſaid *D. E.* &c. their, &c. may appear to and defend, and they are hereby impowered and authorized from Time to Time to appear and defend all or any ſuch Action, &c. for and in the Names of them the ſaid Purchaſors, their, &c, **And likewiſe it is agreed,** that they the

Proviſo for appointing new Truſtees in the Room of thoſe that die.

As often as there are new Truſtees, the Truſts to be transferred to them and the ſurviving Truſtees.

The Nieces and Deviſees covenant to pay the Monies charged on the Premiſſes,

and in the mean Time indemnify the Purchaſors;

and yearly to produce Receipts;

and to produce Releaſes or Copies, on Diſcharge of the Portion, &c.

The Purchaſors to give Notice if ſued.

Power to defend,

or to ſue or bring Croſs

Suits againſt the Minor and his Wife, &c.

the ſaid *D. E. F. G.* and *G. H.* and their reſpective Executors, *&c.* ſhall and may, in the Names of them the ſaid *L. M. &c.* their, *&c.* or any of them, bring, commence and carry on any ſuch Croſs Bill, Action, or Suit or Suits at Law or in Equity, againſt them the ſaid *G. H.* and *A.* his Wife, or either of them, their, *&c.* or any other Perſon or Perſons, as Counſel ſhall adviſe, to be made Party or Parties to ſuch Suit, for or in reſpect of the ſaid Demands of the ſaid *G. H.* and *A.* his Wife, or for the aſcertaining or ſettling the ſame, or any Thing relating thereto, as they the ſaid *D. E. F. G.* and *G. H.* and their reſpective, *&c.* or their or any of their Counſel learned, *&c.* ſhall adviſe; they the ſaid *L. M. &c.* and their Heirs, and the ſaid purchaſed Premiſſes being from Time to Time indemnified and kept harmleſs, as aforeſaid. **In Witneſs,** &c.

An Agreement that Part of Purchaſe Money for Freehold and Copyhold Lands inveſted in South-Sea *Annuities upon Truſt, ſhall ſtand as a collateral Security to the Purchaſor under a Will (a Feme Covert) until one of the Legatees, alſo a Feme Covert, (who by Order of her Huſband has refuſed) ſhall join in the Conveyance; in the mean Time the Dividends to be paid to her. After the Title confirmed, the Annuities to be transferred to her Truſtees. And that as ſoon as the Executors of the Deviſor have proved the Will in Chancery, the Annuities to be transferred to them for her Uſe,* &c.

Recitals. Legacies.

Purchaſe by a Feme Covert.

THIS Indenture Quadripartite, made, *&c.* **Between** *F. F.* of, *&c.* and *H. F.* his Wife, of the firſt Part, *B. B.* of, *&c.* Widow, and *C. R.* of, *&c.* Spinſter, (two of the ſix Siſters and Coheirs of *D. R.* of, *&c.* deceaſed) and *E. E.* of, *&c.* of the ſecond Part, *K. K.* (Wife of *R. K.* of, *&c.* and one of the Siſters and Coheirs of the ſaid *D. R.*) of the third Part, and *G. G.* of, *&c.* and *L. L.* of, *&c.* of the fourth Part. **Whereas,** &c. (*Recital of* D. R.*'s Will, whereby Lands,* &c. *are deviſed to Truſtees to be ſold, and the Money to be divided amongſt ſix Legatees, which is proved in the Spiritual Court. Agreement for the abſolute Purchaſe of Manors,* &c. (*by a Wife with her ſeparate Money, by Conſent of her Huſband*) *comprehending Copyhold Premiſſes, and a Conveyance of the Premiſſes by Leaſe, Releaſe and Fine, in Purſuance of the Agreement, by which the Premiſſes are conveyed to Truſtees for the Feme Covert, in which ſaid Releaſe was a Covenant to ſurrender the Copyhold Premiſſes.* **And whereas** the ſaid, *&c.* (*the Legatees and their Truſtees*) have all of them duly ſealed and executed the ſaid ſeveral recited Indentures, and have alſo duly acknowledged the ſaid Fine ſo covenanted to be levied as aforeſaid, and all of them the ſaid, *&c.* have likewiſe joined in ſurrendering the ſaid Copyhold Meſſuages, *&c.* to the Uſe of the ſaid *F. F. G. G.* and *J. J.* their Heirs and Aſſigns, *Upon the Truſts* in the ſaid Indenture of Releaſe in that Behalf agreed upon: *But* the ſaid *K. K.* and *J.* his Wife, or either of them, have not, nor hath hitherto ſealed or executed the ſaid recited Indentures, or acknowledged the aforeſaid Fine, or ſurrendered or joined in ſurrendering the ſaid Copyhold Premiſſes, to the Uſe of the ſaid Truſtees of the ſaid *H. K.* upon the Truſts aforeſaid; but the ſaid *K. K.* and by his Order the ſaid *J.* his Wife, have hitherto refuſed to ſeal and execute the ſaid Indentures, or to acknowledge the ſaid Fine, or to ſurrender or join in ſurrendering the ſaid Copyhold Premiſſes: And therefore at the Deſire and Requeſt of the ſaid *J. K.* (teſtified by her being a Party to and her ſigning and ſealing of theſe Preſents) it was agreed by and between all the ſaid Parties hereto, upon ſuch Refuſal of the ſaid *K. K.* as aforeſaid, that ſhe the ſaid *H. F.* ſhould only pay down to the ſaid *B. B. C. R.* and *E. E.* the Sum of 20,000 *l.* (in Part of the 24,000 *l.* Purchaſe Money) which ſhe only paid accordingly, on the Execution of the ſaid Indentures, and that the Sum of 4000 *l.* Reſidue of the ſaid 20,000 *l.* being the ſixth Part, Share and Proportion of the ſaid *J. K.* of and in the ſaid 20,000 *l.* Purchaſe Money, ſhould be laid out in the Purchaſe of Annuities, to be transferred and taken in the joint Names of the ſaid *G. G. B. B. E. E.* and *L. L.* **Upon the Truſts** and for the Purpoſes, and ſubject to the Agreements herein after expreſſed and declared of and concerning the ſame. **And whereas** in Purſuance of the ſaid recited Agreement, and at the Deſire and Requeſt of the ſaid *J. K.* the ſaid *B. B.* and *E. E.* have purchaſed, or procured to be purchaſed 3800 *l. South-Sea* Annuities, with and for the ſaid Sum of 4000 *l.* which is to be paid by the ſaid *H. F.* in full of the ſaid 20,000 *l.* Purchaſe Money; and the ſaid 3800 *l. South-Sea* Annuities are transferred, or are intended to be forthwith transferred in the Transfer Books of the *South-Sea* Company kept for that Purpoſe, in the joint Names of the ſaid *G. G. B. B. E. E.* and *L. L.* upon the Truſts, and for the Purpoſes, and under and ſubject to the Agreements herein after expreſſed and declared of and concerning the ſame: **Now therefore this Indenture witneſſeth,** and it is hereby agreed and declared by, *&c.* all, *&c.* and it is the true Intent and Meaning of them, and of theſe Preſents, that the ſaid 3800 *l. South-Sea* Annuities

All the Legatees and their Truſtees have executed the Conveyances, except one of the Legatees, who by Order of her Husband, and likewiſe himſelf, have refuſed.

But at her Requeſt it was agreed between the Parties, That $\frac{1}{6}$ of the Purchaſe Money, being her proper Proportion, ſhould be laid out in *S. S.* Annuities, upon Truſt, and that the ſame has been laid out accordingly.

Agreement that they ſhall ſtand as a collateral Security to the Feme Covert.

ſo

ſo purchaſed and transferred, or intended to be transferred, in the joint Names of the ſaid *G. G. &c.* as aforeſaid, are ſo transferred, or to be transferred, **Upon the Truſts** and for the Purpoſes herein after mentioned and declared of and concerning the ſame; that is to ſay, in the firſt Place as a collateral Security to the ſaid *H. F.* her, *&c.* againſt the ſaid *K. K.* and *J.* his Wife, and each of them, their, *&c.* and all and every Perſon and Perſons whatſoever having or lawfully claiming, or which ſhall or may have, *&c.* any Eſtate, *&c.* of, in, to or out of the ſaid purchaſed Freehold and Copyhold Manors, *&c.* or any Part thereof, from, by or under, or in Truſt for them, or either or any of them. **And therefore it is hereby agreed and declared** by, *&c.* all, *&c.* that it ſhall and may be lawful to and for the ſaid *G. G. &c.* (the ſaid Truſtees for the ſaid Annuities) their, *&c.* in the firſt Place by Sale of the ſaid 3800 *l. South-Sea* Annuities, or a competent Part thereof, to raiſe ſo much good, *&c.* Money of, *&c.* as ſhall be ſufficient and neceſſary from Time to Time to reimburſe, pay and ſatisfy unto the ſaid *H. F.* her Heirs, *&c.* and her ſaid Truſtees, their, *&c.* all ſuch Sum, *&c.* Loſs, *&c.* whatſoever, as ſhe, they or any of them ſhall or may pay, *&c.* for or by Reaſon or on Account of the ſaid *K. K.* and *J.* his Wife, their not having ſealed and executed the aforeſaid Indentures, or their not having acknowledged, *&c.* or their not having joined in the aforeſaid Surrender, or otherwiſe howſoever, for or by Reaſon or on Account of any Defect in the Title to the Part or Share of the ſaid *J. K.* of, in and to the ſaid Freehold and Copyhold Premiſſes, or any Part thereof, by Reaſon of ſuch Refuſal of the ſaid *K. K.* and *J.* his Wife as aforeſaid, and ſhall and do pay and apply the ſaid Monies when raiſed accordingly; **And upon this further Truſt,** That they the ſaid Truſtees for the ſaid *South-Sea* Annuities, their Executors, *&c.* ſhall and do pay the yearly Dividends and Intereſt of the ſaid Annuities, as the ſame ſhall ariſe and be received, unto the ſaid *J. K.* her Executors, *&c.* or permit and ſuffer, or authorize and impower her or them to receive the ſame, to and for her and their own Uſe and Benefit, for ſo long Time as the ſaid *H. F.* her Heirs and Aſſigns, or her ſaid Truſtees, ſhall peaceably and quietly have, hold and enjoy the ſaid purchaſed Freehold and Copyhold Premiſſes, and every Part thereof, and ſhall be permitted to receive and take the Rents and Profits thereof, and of every Part thereof, without the Let, *&c.* of the ſaid *K. K.* and *J.* his Wife, or either of them, their, *&c.* or of any other Perſon or Perſons whomſoever claiming, *&c.* from, by or under, or in Truſt for them, or either of them: **And upon this further Truſt,** that when and ſo ſoon as the ſaid *K. K.* and *J.* his Wife, or the ſaid *J.* alone (in caſe ſhe ſurvive the ſaid *K. K.* her now Huſband) ſhall have duly ſealed and executed the ſaid ſeveral recited Indentures, and acknowledged the aforeſaid Fine of the ſaid Freehold Premiſſes, and ſhall have ſurrendered, or joined in ſurrendering the Part and Share of the ſaid *K. K.* of and in the ſaid Copyhold Premiſſes, in Manner aforeſaid, or that the ſaid *K. K.* and *J.* his Wife, or (after the Deceaſe of the Survivor of them) the Heirs of her the ſaid *J.* ſhall, to the good Liking and Satisfaction of the ſaid *H. F.* and her ſaid Truſtees, their, *&c.* or her or their Counſel, *&c.* legally and effectually convey, ſurrender and aſſure all the Part, Share, Eſtate, Right, Title, Truſt and Intereſt of them the ſaid *K. K.* and *J.* his Wife, and of each or either of them the ſaid *K. K.* and *J.* his Wife, and of her Heirs, of and in all and every the ſaid purchaſed Freehold and Copyhold Premiſſes, Manors, *&c.* unto and to the Uſe of the ſaid Truſtees of the ſaid *H. F.* their, *&c.* in Truſt for her ſole and ſeparate Uſe and Benefit, and to be at her ſole and ſeparate Diſpoſal, according to the Purport, true Intent and Meaning of the ſaid recited Indenture of Releaſe; then they the ſaid Truſtees for the ſaid *South-Sea* Annuities, their, *&c.* ſhall upon the Requeſt and at the Coſts and Charges of the ſaid Truſtees and Executors of the ſaid *D. R.* tranſfer, or cauſe, *&c.* the ſaid 3800 *l. South-Sea* Annuities, or ſo much thereof as ſhall be then remaining unſold and undiſpoſed of, for the Purpoſes aforeſaid, unto the ſaid Truſtees and the Executors of the ſaid *D. R.* or the Survivors or Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, in Truſt for her the ſaid *J. K.* or unto ſuch Perſon or Perſons as ſhe ſhall in that Behalf, by Writing under her Hand, direct or appoint. **Provided always nevertheleſs,** and it is hereby agreed and declared by, *&c.* all, *&c.* that in caſe and when and ſo ſoon as the ſaid Truſtees and Executors of the ſaid *D. R.* ſhall, at their own Coſts and Charges, cauſe and procure the ſaid laſt Will and Teſtament to be duly proved in the High Court of Chancery, in order to perpetuate the Teſtimony of the Witneſſes thereto, and ſhall cauſe the Depoſitions of ſuch Witneſſes to be duly filed and inrolled in the ſaid Court, and ſhall deliver an Office-Copy of ſuch Probate and Depoſitions, and of the Bill and Anſwer previous thereto, unto the ſaid *H. F.* her, *&c.* or to her ſaid Truſtees, or any of them; then and in ſuch Caſe the ſaid Truſtees for the ſaid *South-Sea* Annuities, their Executors, *&c.* ſhall upon the like Requeſt, and at the like Coſts and Charges of the ſaid Truſtees and Executors of the ſaid *D. R.* transfer, or cauſe, *&c.* all the then Remainder of the ſaid 3800 *l. South-Sea* Annuities, not ſold or diſpoſed of for the Purpoſes aforeſaid, unto them the ſaid Truſtees and Executors of the ſaid *D. R.* or the Survivors or Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, in Truſt for the ſaid *J. R.* or unto ſuch Perſon or Perſons

Purchaſor, againſt the Baron and Feme who have not joined, and all others.

And that the Truſtees may ſell to pay the Purchaſor all Loſſes, *&c.* occaſioned by the Baron and Feme's not joining.

And in the mean Time to pay the Dividends to the Feme,

ſo long as the Purchaſor peaceably enjoys the Premiſſes.

Upon perfecting the Title to the Purchaſor,

the *S. S.* Annuities to be transferred to the Truſtees of the Feme Legatee.

Agreement that as ſoon as the Executors and Truſtees of *D. R.* prove his Will in Chancery, *&c.* the Truſtees for the *S. S.* Annuities ſhall tranſfer them to the ſaid Executors and Truſtees for the Feme Covert Legatee, which are to

Remain in the Company's Books in the Names of the Truſtees for the ſaid Annuities till *J. K.*'s Share of the Copyhold Premiſſes ſhall be ſurrendered. And after ſuch Surrender, the Annuities to be transferred as laſt mentioned.

Perſons as ſhe ſhall in that Behalf, by Writing, &c. appoint: **Which** 3800 *l.* Annuities, by Agreement between all the ſaid Parties to theſe Preſents, are in that Caſe to remain ſtanding in the Books of the ſaid *South-Sea* Company, in the joint Names of the ſaid Truſtees for the ſaid Annuities, or the Survivors or Survivor of them, or the Executors, &c. of ſuch Survivor, till ſuch Time as the Part and Share of the ſaid *J. K.* of and in the ſaid Copyhold Premiſſes, ſhall be legally and effectually ſurrendered and aſſured, according to the Cuſtoms of the ſeveral Manors whereof the ſame are reſpectively held, to the Uſe of the ſaid Truſtees of the ſaid *H. F.* their, &c. in Truſt for her as aforeſaid, according to the Purport and true Intent and Meaning of the ſaid Indenture of Releaſe, and the Covenant therein contained for ſurrendering the ſame Copyhold Premiſſes; and after ſuch legal and effectual Surrender ſhall be made, then the ſaid remaining Annuities, or ſo much thereof as ſhall not have been ſold for and towards the Indemnification of the ſaid *H. F.* her Heirs or Aſſigns, or her ſaid Truſtees, as aforeſaid, ſhall thereupon at ſuch Requeſt, Coſts and Charges as aforeſaid, be transferred to and in ſuch Manner, as is herein before mentioned and agreed upon, with reſpect to the Annuities laſt herein before agreed to be transferred as aforeſaid. **Provided**, &c. (*in caſe of Redemption of ſaid Annuity by Parliament, the Truſtees thereof to reinveſt the Money as in the Precedent next before this*, p. 144.) **In Witneſs**, &c.

Another, as to another Part of the ſame Perſon's Eſtate, both Freehold and Copyhold, purchaſed by the ſame Feme Covert of the ſame Legatees Coheirs, and wherein on a Baron and his Feme's refuſing to ſign the Purchaſe Deeds, that a ſixth Part of the Purchaſe Money belonging to her who refuſed to ſign, ſhe being one of the Legatees, &c. *being paid into the Bank of* England, *though the Note depoſited, ſhall be in Truſt till they have ſigned, or the Will be proved in Chancery,* &c. *and Copyhold Premiſſes ſurrendered,* &c.

This Indenture, &c. **Between** *B. B.* of, &c. Widow, and *C. R.* of, &c. Spinſters, (two of the Siſters and Coheirs of *D. R.* Bart. deceaſed) and *E. E.* of, &c. (which ſaid *B. B. C. R.* and *E. E.* are the three Truſtees and Executors named in the laſt Will and Teſtament of the ſaid *D. R.*) of the one Part, and *F. F.* and *H.* his Wife, and *L. L.* of, &c. of the other Part. **Whereas**, &c. (*Recital of an Agreement for the Purchaſe of Part of* D. R.*'s Eſtate by him deviſed to be ſold for the Benefit of his ſix Siſters, and of Copyhold which at his Death deſcended to them as Coheirs; Conveyance by Leaſe, Releaſe, Bargain and Sale and Fine accordingly made to Truſtees for the ſaid* H. F. *a Feme Covert, with a Covenant therein to ſurrender Copyhold Premiſſes.*) **And whereas** the ſaid *K. K.* and *J.* his Wife, (*two Parties mentioned in the Purchaſe Deeds*) have not hitherto ſealed and executed the ſaid Indentures of, &c. or acknowledged the ſaid Fine, or ſurrendered or joined in ſurrendering the ſaid Copyhold Premiſſes; *and therefore* by Agreement between the ſaid *B. B. C. R. E. E.* and *H. F.* ſhe the ſaid *H.* did only pay them down the Sum of 15000 *l.* (Part of the ſaid 18000 *l.* Purchaſe Money,) and by the like Agreement ſhe the ſaid *H. F.* hath on the Day of the Date hereof paid the Sum of 3000 *l.* (Reſidue of, &c.) being the ſixth Part, Share and Proportion of the ſaid *J. K.* of and in the ſame, into the Bank of *England*, for which the Governors and Company of the Bank of *England* have this Day given a Bank or Caſh Note, ſigned by —— (one of their Caſhiers) for the ſaid Sum of 3000 *l.* payable unto the ſaid *F. F. B. B. E. E.* and *L. L.* or their Order, as by the ſaid Note now lodged in the Hands of the ſaid *E. E.* may appear: **Now**, &c. and it is hereby agreed, &c. that the ſaid Sum of 3000 *l.* ſo paid unto the ſaid Bank of *England*, and the Note given for the ſame, payable unto, &c. as aforeſaid, was ſo paid and made payable, **Upon the Truſts**, and **Subject** to the Agreements herein after mentioned concerning the ſame; that is to ſay, **Upon Truſt** that the ſaid Sum of 3000 *l.* or any Part thereof, ſhall not (without the joint and mutual Conſent of all the ſaid four Truſtees laſt named,) be received or paid out of the ſaid Bank of *England*, but ſhall remain lodged there upon the aforeſaid Note in their joint Names as a Depoſit or Pledge, until either the ſaid *K. K.* and *J.* his Wife, ſhall duly ſeal and execute the aforeſaid ſeveral Indentures, and acknowledge the aforeſaid Fine and Surrender, or until the ſaid laſt Will and Teſtament of the ſaid *D. R.* ſhall, at the Coſt and Charges of his ſaid Truſtees and Executors, or ſome of them, be eſtabliſhed againſt his Heirs at Law, and duly proved in the ſaid Court of Chancery, in order to perpetuate the Teſtimony of the Witneſs thereto, and that an Office-Copy from the Inrolment of the Bill, Anſwer and Depoſitions of ſuch Witneſſes on ſuch Probate, ſhall, at the like Coſts and Charges, as aforeſaid, be delivered unto the ſaid *H. F.* or his ſaid Truſtees for the Uſe of her, &c. or until an Order or Decree of the ſaid Court ſhall be obtained for the Application or Diſpoſition of the ſaid Sum of 3000 *l.* and when and ſo

Recitals of Agreement for Purchaſe and of Purchaſe Deeds.

A Baron and Feme, Parties thereto refuſed to ſign.

By Agreement $\frac{1}{6}$ of the Purchaſe Money is paid in to the Bank, and the Bank Note depoſited in a Man's Hands in Truſt.

Declaration of the Truſt to be a Depoſit till Husband and Wife execute the Purchaſe Deeds, or the Will be proved in Chancery.

Or an Order or Decree made for the Diſpoſition thereof.

ſoon as the ſaid *K. K.* and *J.* his Wife, ſhall have duly ſealed and executed the ſaid Indentures, and acknowledged the ſaid Fine and make ſuch Surrender, as aforeſaid; or when and ſo ſoon as the ſaid Will of the ſaid *D. R.* ſhall be eſtabliſhed and proved in the ſaid Court of Chancery, and ſuch Office-Copy delivered, as aforeſaid; or when and ſo ſoon as ſuch Order or Decree of the ſaid Court ſhall be obtained, for the Application or Diſpoſition of the ſaid Sum of 3000 *l.* as aforeſaid; then **Upon Truſt** that the ſaid *F. F. B. B. E. E.* and *L. L.* ſhall receive or order the ſaid Sum of 3000 *l.* to be received of and from the ſaid Bank of *England*, and immediately thereupon pay, or order the ſame to be paid unto the ſaid Truſtees and Executors of the ſaid *D. R.* for the Benefit of the ſaid *J. K.* or as the ſaid Court of Chancery ſhall or may in that Behalf have ordered or directed. **Provided always nevertheleſs**, and it is hereby agreed and declared by, *&c.* all, *&c.* and particularly the ſaid *B. B. C. R.* and *E. E.* do hereby for themſelves, their, *&c.* covenant, *&c.* to and with the ſaid *F. F.* and *L. L.* their, *&c.* that in caſe the ſaid ſixth Part and Share of the ſaid *J. K.* of and in the ſaid Copyhold Premiſſes, ſhall not be legally and effectually ſurrendered and aſſured to the Uſe of the ſaid Truſtees of the ſaid *H. F.* and their Heirs, according to the Purport and true Meaning of the ſaid Indenture of Releaſe, at or before the Time that the ſaid Sum of 3000 *l.* ſhall be received of and from the ſaid Bank of *England*, as aforeſaid; then and in ſuch Caſe the Sum of 1500 *l.* Part of the ſaid 3000 *l.* ſhall forthwith thereupon, to the Satisfaction and good Liking of the ſaid *H. F.* her, *&c.* or her ſaid Truſtees, or her or their Counſel, *&c.* be lodged, applied or diſpoſed of, ſo and in ſuch Manner, as that the ſame 1500 *l.* ſhall be, and be made an effectual collateral Security unto her the ſaid *H. F.* and her ſaid Truſtees, and her and their Heirs and Aſſigns, for her and their quiet Enjoyment of the ſaid ſixth Part and Share of the ſaid *J. K.* of and in the ſame Copyhold Premiſſes, and the quiet and peaceable Receipt of the Rents and Profits thereof, until the ſaid ſixth Part and Share of the ſame Premiſſes ſhall be legally and effectually ſurrendered and aſſured, to the Uſe of the ſaid Truſtees of the ſaid *H. F.* their Heirs and Aſſigns, in Manner aforeſaid. **In Witneſs**, &c.

then to be paid to the Truſtees for the Wife's Benefit, or as the Court ſhall direct.

Proviſo, that if the 6th Part of the Copyhold Premiſſes be not ſurrendred before the Depoſit be received from the Bank, a Moiety of it to be laid out to be a collateral Security to the Purchaſor.

Agreements concerning Mortgages.

An Agreement by Indenture of Covenants between Mortgagor and Mortgagee, whereby the Mortgagee covenants to take Money by Inſtalments.

THIS Indenture made, *&c.* **Between** *A. B.* of, *&c.* of the one Part, and *C. D.* of, *&c.* of the other Part. **Whereas** the ſaid *A. B.* by Indenture bearing Date on or about the —— Day of —— laſt paſt did in Conſideration of the Sum of 3500 *l.* lawful Money of *G. B.* demiſe by way of Mortgage unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, ſeveral Lands, Tenements and Hereditaments in *E.* in the County of *B.* and divers other Lands, Tenements and Hereditaments therein comprized, for the Term of 1000 Years, conditioned to be void on the Payment of the ſaid Sum of 3500 *l.* and Intereſt; And did afterwards borrow of the ſaid *C. D.* the further Sum of 2000 *l.* and, by Indorſement on the ſaid in Part recited Indenture dated the 23d Day of *February* laſt, did declare the ſaid mortgaged Premiſſes ſhould ſtand and be a Security as well for the ſaid 2000 *l.* and Intereſt then lent, as the ſaid 3500 *l.* and Intereſt thentofore lent: **And whereas** the ſaid *A. B.* having Occaſion for a further Sum of Money, hath on the Day of the Date hereof borrowed of the ſaid *C. D.* the Sum of 4500 *l.* and for ſecuring the Repayment thereof with Intereſt hath releaſed the Proviſo in the firſt herein in Part recited Indenture, and ratified and confirmed the Premiſſes comprized in the ſaid Indenture to the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns: **And** the ſaid *A. B.* having Occaſion for the further Sum of 1000 *l.* which the ſaid *C. D.* hath lent, advanced and paid to him; And for the ſecuring the Repayment thereof with Intereſt, the ſaid *A. B.* hath, by Indenture bearing even Date herewith, demiſed by way of Mortgage to the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, divers other Lordſhips, Manors, Meſſuages, Lands, Tenements and Hereditaments in the County of *D.* for two ſeveral Terms of 200 Years, ſo that the whole Principal Money amounts to the Sum of 10000 *l.* **Now** the ſaid *A. B.* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant and agree to and with the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, that although the ſame are ſeveral Mortgages, yet all the Lordſhips, Manors, Lands, Tenements and Hereditaments ſo mortgaged as aforeſaid, and all and every Part thereof, ſhall ſtand and be a Security for the ſaid Sum of 10000 *l.* and not be redeemed or redeemable until the whole Sum of 10000 *l.* is fully paid and ſatisfied: **Nevertheleſs** the ſaid *C. D.* doth hereby for himſelf, his Executors, Adminiſtrators and Aſſigns, covenant and agree to and with the ſaid *A. B.* his Heirs, Executors, Adminiſtrators and Aſſigns, that he will not expect to have the ſaid Sum of 10000 *l.* paid at one and the ſame Time, but will take and accept of the ſame by Parts or Inſtalments,

Recital of ſeveral Mortgages.

Mortgagor covenants that none of the Mortgages be redeemable till the whole Sum ſecured be paid.

Mortgagee covenants to take Money by Inſtalments.

as the ſaid *A. B.* his Heirs, Executors, Adminiſtrators or Aſſigns, ſhall think fit to pay in or diſcharge the ſame, not paying leſs at a Time than the Sum of 2000 *l.* and giving Notice from Time to Time of paying ſuch Sum or Sums of Money as he or they ſhall think fit, at leaſt two Months before the doing thereof. **In Witneſs**, &c.

Secondly, **Agreements concerning the conveying Eſtates for Lives or Years, and the letting, leaſing and aſſigning Houſes, &c. Lands, &c. and for Building, Repairing, Manuring, &c. the Premiſſes granted or to be granted, and for aſſigning Stock in Trade, &c.**

An Agreement for a Baron and Feme to make a Conveyance of the Feme's Eſtate for her Life, and for him in whom the Reverſion and Inheritance is, to convey the ſame to the ſame Purchaſor, with Covenants for other Perſons to join.

Articles of Agreement Quinquepartite, made, *&c.* **Between** *S. H.* of, *&c.* and *E.* his Wife, of the firſt Part, *E. F.* of, *&c.* of the ſecond Part, *R. A.* of, *&c.* of the third Part, *S. H.* of *C.* of, *&c.* and *E.* his Wife, only Daughter of the ſaid *R. A.* of the fourth Part, and *P. M.* of, *&c.* of the fifth Part, in Manner following, *viz.*

Baron and Feme covenant to convey to Purchaſor during the Feme's Life.

FIRST of all, the ſaid firſt named *S. H.* for himſelf and his Heirs, Executors and Adminiſtrators, for the Conſiderations herein after mentioned, doth covenant, promiſe and agree, to and with the ſaid *P. M.* his Heirs and Aſſigns by theſe Preſents, that he the firſt named *S. H.* and *E.* his Wife, and all and every other Perſon or Perons having or claiming to have or claim, or which ever had any Eſtate or Intereſt, in or to the Lands or Tenements herein after mentioned, or any Part thereof, from, by or under the ſame *S. H.* and *E.* his Wife, or either of them, ſhall and will before, *&c.* at and on the Requeſt of the ſaid *P. M.* his Heirs or Aſſigns, and at his or their Coſts and Charges in the Law, well and ſufficiently, and by ſuch Conveyance and Aſſurance, and of ſuch Title as ſhall be approved of by the Counſel learned in the Law of the ſaid *P. M.* his Heirs or Aſſigns, convey and aſſure to the ſaid *P. M.* his Heirs and Aſſigns, or unto ſuch other Perſon or Perſons as he or they ſhall for that Purpoſe ſo nominate or appoint, all thoſe Cloſes, *&c.* **To have and to hold** all and ſingular the ſaid, *&c.* unto the ſaid *P. M.* his Heirs and Aſſigns, or to ſuch other Perſon or Perſons as he or they ſhall for that Purpoſe nominate, and to their Heirs, for and during the natural Life of the ſaid *E.* the Wife of the ſaid firſt named *S. H.* **Alſo** the ſaid *P. M.* for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, *&c.* (*to pay to the ſaid Baron and Feme their Purchaſe Money, in the uſual Form*;) **Alſo** the ſaid *E. F.* for himſelf, *&c.* doth covenant, *&c.* to and with the ſaid *P. M.* his, *&c.* by, *&c.* that the ſaid *E. F.* and his Heirs, and all and every other Perſon, *&c.* having, *&c.* or which ever had the ſaid Cloſes, *&c.* and other the before mentioned Hereditaments and Premiſſes, or any Part thereof, either in Poſſeſſion, Reverſion, Remainder or Expectancy, from, by or under, or in Truſt for him the ſaid *E. F.* his Heirs or Aſſigns, or any of them, ſhall and will before, *&c.* at and upon the Requeſt of the ſaid *P. M.* his Heirs or Aſſigns, at his or their Coſts, *&c.* well, *&c.* convey and aſſure unto the ſaid *P. M.* his, *&c.* or to ſuch other Perſon, *&c.* all the Reverſion and Inheritance in Fee-ſimple, of all and ſingular the before mentioned Cloſes, *&c.* expectant upon the Death of the ſaid *E.* the Wife of the firſt named *S. H.* if the ſame *E.* ſhall be then living, or in caſe ſhe the ſame *E.* ſhall then be dead, the Freehold and Inheritance in Fee-ſimple of all and ſingular the Premiſſes; **To have and to hold** the ſame unto the ſaid *P. M.* his Heirs and Aſſigns for ever, or unto ſuch other, *&c.* and to their Heirs and Aſſigns for ever: **Alſo** the ſaid *P. M.* for himſelf, *&c.* doth covenant, *&c.* to and with the ſaid *E. F.* his Heirs, *&c.* that he the ſaid *P. M.* his, *&c.* ſhall and will upon the Execution of ſuch the laſt mentioned Conveyances and Aſſurances of the Reverſion and Inheritance of the ſaid Premiſſes (in caſe the ſaid *E.* the Wife of the firſt named *S. H.* ſhall be living at the Time of executing the ſame,) and in Conſideration thereof, well, *&c.* pay, *&c.* unto the ſaid *E. F.* his, *&c.* the Sum of, *&c.* or in caſe the ſame *E.* ſhall happen to die before the Execution of the ſaid Conveyances and Aſſurances of the ſaid Reverſion and Inheritance of the ſaid Premiſſes, then the ſaid *P. M.* his Heirs, *&c.* ſhall and will upon the Execution of ſuch the laſt mentioned Conveyances and Aſſurances of the Freehold and Inheritance of the ſaid Premiſſes, and in Conſideration thereof, ſhall well, *&c.* unto the ſaid *E. F.* his, *&c.* the Sum of, *&c.* **Alſo** the ſaid *R. A.* for and in Conſideration of the Sum of 5 *l.* of, *&c.* to him, *&c.* by the ſaid *P. M.* doth for himſelf, *&c.* covenant, *&c.* to and with the ſaid *P. M.* his Heirs and Aſſigns, and alſo to and with the ſaid

His Covenant to pay that Purchaſe Money.

E. F. covenants to convey the Reverſion in Fee to the ſame Purchaſor.

The Purchaſors covenant to pay *E. F.* according as the Tenants for Life ſhall be living or dead, on conveying the Inheritance.

R. A. covenants to the Purchaſor and to the Huſ-

firſt

first named *S. H.* his Executors and Administrators, by, *&c.* that he the said *R. A.* and Dame *E.* his Wife, and the Heirs of the said *R. A.* shall and will for the better conveying and assuring the said Lands, *&c.* unto the said *P. M.* his, *&c.* at the Costs, *&c.* join in and execute all and every, or any the Conveyances or Assurances before mentioned, freed and discharged of and from all Estates, Charges, Titles and Incumbrances whatsoever, had, made, done or committed by the said *R. A.* and his Ancestors, or any of them, or by any other Person, *&c.* claiming, *&c.* other than and except an Estate for Life of the said *E. H.* first named, of and in the Premisses; an Estate of Inheritance in Fee-simple, of and in the Premisses heretofore conveyed or agreed to be conveyed unto the said *E. F.* his, *&c.* or unto some other Person or Persons in Trust for him and them, and also one Indenture of Lease, *&c.* always excepted and forepriſed; **Also** the said *S. H.* of *C.* for himself, his, *&c.* doth covenant. *&c.* to and with the said *P. M.* his, *&c.* that the same *S. H.* and *E.* his Wife, shall and will for the better conveying the Premisses, as aforesaid, at the Request and Costs of the said *P. M.* his, *&c.* join in and execute all and every the said Conveyances and Assurances afore mentioned, or any of them. **And lastly**, it is mutually agreed and declared to be the true Intent and Meaning of these Presents, and the Parties hereunto, that if it shall happen that any of them the said *S. H.* first named, and *E.* his Wife, *E. F. R. A.* and Dame *E.* his Wife, their Heirs, Executors or Administrators, shall neglect to perform his or their Parts of the Covenants and Agreements herein contained, that then and in any such Case, the said *P. M.* his Heirs, Executors and Administrators, or any of them, shall not be hereby obliged to perform his and their Covenants herein contained, or any of them, but shall, if he shall think fit, be absolutely discharged of the same. **In Witness**, &c.

band of Tenant for Life, that he and his Wife and his Heirs, will join in the said Conveyances.

S. H. of *C.* covenants with the Purchaſor that he and his Wife will join.

Agreement that the Purchaſor, if other Parties don't perform their Covenants, shall not be obliged to perform his.

A short Agreement for letting a House for one Year certain, and for such further Time as both Parties shall agree.

Agreed the, *&c.* **Between** *J. B.* of —— of the one Part, and *J. P.* of —— of the other Part, as followeth, *viz.*

The said *J. B.* doth let unto the said *J. P.* and he takes all that, *&c.* for one Year from —— and for such longer Time after the Expiration of the said one Year as both the said Parties shall agree, and until the End of three Months after Notice shall be given by either of the said Parties, to the other of them for leaving the said Premisses, at and for the yearly Rent of —— *l.* lawfully, *&c.* to be paid quarterly on the four usual Feasts, or Quarter Days in the Year, *viz.* on, *&c.* by even and equal Portions, **Which** said yearly Rent the said *J. P.* doth hereby for himself, his Executors and Administrators, covenant and agree to pay to the said *J. B.* (*if Freehold say*) and his Heirs, (*but if otherwise say*) Executors, Administrators and Assigns, accordingly for so long Time as he shall hold and enjoy the said Premisses as aforesaid, and until the End of the said three Months next after Notice shall be given by either of the said Parties, to the other of them, for leaving the said Premisses, as aforesaid. **In Witness**, &c.

The like, whereby the Tenant is to have the Use of Goods mentioned in a Schedule, with Power for the Landlord to enter, view and repair, and to remove Work, Benches, &c. *out of the Garret, with a Covenant for the Tenant to pay for Goods in the Parlour, which the Landlord is to have on repaying the Money at the End of the Term, and both to be at equal Charge in emptying Vaults.*

Memorandum, It is hereby covenanted and agreed **Between** *T. L.* of *L.* Goldsmith, and *J. F.* of *L.* —— in Manner following, (*viz.*) The said *T. L.* doth hereby demise and let unto the said *J. F.* all that his Tenement with its Appurtenances, situate, *&c.* together with the Use, (but not the Property) of the Goods and Things in the Schedule hereunder written mentioned, (except as herein after is excepted,) and as the said Premisses are now in the Occupation of the said *J. F.* (**Except** and always reserved unto the said *T. L.* and all other Persons who have a legal Right thereto, a Power to enter and come into and upon the said Tenement at all seasonable Times, to view and do the Repairs thereof, when wanting; **And also except** free Liberty for the said *T. L.* or his Assigns, at any Time to remove and carry away from the Garret in the said Tenement, the following Things, *viz.* One Pair of Bellows, Tuiron and Dish thereto belonging, and two Planks or Work Boards with their Feet or Legs standing at the Windows there, being Part of the Goods mentioned in the Schedule here under-written;) **To hold** the said Tenement and Goods (except as aforesaid) unto the said *J. F.* from *Mid-*

Demise.

Except, *&c.*

Habendum.

Warning.

Reddendum, and Covenant to pay Rent and Taxes, except, &c.

ſummer laſt paſt for one Year certain, and from the End of the ſaid one Year, then for and during ſuch further Term or Terms, as they the Parties hereto ſhall mutually agree. **Provided**, and ſo as that on either of the ſaid Parties giving unto the other Half a Year's warning in Writing, then theſe Preſents to be void; **Yielding and paying** therefore yearly, **And** the ſaid *J. F.* for himſelf, his Executors and Adminiſtrators, doth hereby covenant to and with the ſaid *T. L.* his Executors and Aſſigns, in Manner following, *viz.* That he the ſaid *J. F.* during the Continuance of this Demiſe, ſhall yearly well and truly pay unto the ſaid *T. L.* his Executors or Aſſigns, the yearly Rent or Sum of 13 *l.* of, &c. on the four uſual Quarter-Days following, *viz. Michaelmas Day*, *Chriſtmas Day*, *Lady Day*, and *Midſummer Day*, by four equal Portions; the firſt of which quarterly Payments to begin and be made within 14 Days next after *Michaelmas Day* now next, and all the ſaid quarterly Payments to be made at fartheſt within 14 Days next afrer every of the ſaid Quarter Days during this Demiſe, and that free and clear of and from all Manner of Taxes, Tithes, Pariſh Rates and Duties whatſoever, (the Land and Trophy Tax only excepted;) **And alſo** that he the ſaid *J. F.* ſhall forthwith pay unto the ſaid *T. L.* for the Things following, now in the Parlour of the ſaid Tenement, *viz.* One, &c. the Sum of 12 *s.* and 6 *d.* **And alſo**, that the ſaid *J. F.* ſhall pay one half Part of the Charge of emptying the Vault belonging to the ſaid Tenement, as often as emptied; and alſo at the Expiration of this Demiſe ſhall peaceably and quietly ſurrender and yield up to the ſaid *T. L.* his Executors or Aſſigns, the ſaid hereby demiſed Tenement, together with all and ſingular the Goods and Things in the ſaid Schedule here under written mentioned and ſpecified, and that in as good Condition as the ſame now are, (reaſonable Uſe and Wearing thereof in the mean Time only excepted;) **And** the ſaid *T. L.* for himſelf, his Executors and Aſſigns, doth hereby covenant to and with the ſaid *J. F.* his Executors and Adminiſtrators, in Manner following, *viz.* That he the ſaid *T. L.* his Executors or Aſſigns, on the Determination of this Demiſe, ſhall pay or allow to the ſaid *J. F.* the ſaid Sum of 12 *s.* and 6 *d.* ſo by him paid for the ſaid Goods and Things in the Parlour aforeſaid; and laſtly, that the ſaid *J. F.* (paying the ſaid Rent in Manner, and according to the Reſervation thereof, as aforeſaid, and alſo performing the Covenants herein contained on his Part to be performed,) ſhall and may peaceably and quietly hold and injoy the ſaid hereby demiſed Premiſſes, during the Term aforeſaid, and that without any Let, Interruption or Diſturbance of the ſaid *T. L.* or his Aſſigns, or any Perſon claiming under, or by or through his, their, or any of their Act, Neglect, Default or Procurement. **In Witneſs**, &c.

Covenant to pay for Goods in the Parlour, and to bear half Charge of emptying the Vault, and ſurrender Premiſſes and Goods at the End of the Term.

Landlord covenants to repay Tenant for Goods in the Parlour.

Peaceable Injoyment.

The Schedule to which the above mentioned Agreement refers, viz. In the Garret, &c. *See* Tit. **Inventory.**

An Agreement (*reciting a Houſe, Gardens*, &c. *with the Furniture*, &c. *being let*) *that the Tenant paying the Rent ſhall quit the Premiſſes without a Month's Warning; that he ſhall keep in good Order the Goods, Furniture and Garden, and that the Landlord ſhall be at Liberty to view the ſame*, &c.

Articles, &c. Between *A. B.* of, &c. and *C. D.* of, &c.

Recital of a Houſe, &c. with the Furniture, &c. being let.

Whereas the ſaid *A. B.* hath, on the Day of the Date hereof, let and ſet unto the ſaid *C. D.* **All** that the ſaid *A. B.*'s Manſion-houſe, &c. with the Uſe of all the Houſe and Furniture, Houſe Ornaments, Houſhold Goods, Implements and Conveniences of Houſhold, Stable Furniture and Stable Implements and other Tools, Implements and Conveniences in and about other the ſaid Outhouſes, and all Garden Furniture, Garden Tools and Implements of Gardening, are the ſame as now in, about and belonging to the ſaid Houſe, Kitchen, Cellars and other Offices, Stables and other Outhouſes and Gardens, all which are particularly mentioned, expreſſed, ſet down and deſcribed in an Inventory contained in —— Leaves of Paper, ſtitched together and wrote on both Sides of the Leaf, and ſigned on the laſt written Side thereof, both by the ſaid *A. B.* and *C. D.* intitled, An Inventory of, &c. *To hold* from henceforth until the, &c. now next enſuing, at the yearly Rent of, &c. payable as hereafter is mentioned; and from thenceforth *to be held* from Year to Year ſo long as it ſhall pleaſe both Parties, at the yearly Rent of, &c. payable as is alſo hereafter mentioned: **Now** it is hereby covenanted and agreed by and between the ſaid *A. B.* and *C. D.* in Manner following, that is to ſay, **Firſt of all**, the ſaid *A. B.* doth hereby for himſelf, &c. covenant, &c. with the ſaid *C. D.* his, &c. that he the ſaid *C. D.* his, &c. duly paying the Rents before mentioned, and performing the Covenants and Agreements on his and their Parts, according to the true Intent and Meaning of theſe Preſents, ſhall not by him the ſaid *A. B.* his, &c. or by any of his or their Acts and Means, be obliged to quit, leave or yield up the Poſſeſſion of the ſaid Houſe and Premiſſes

Covenant that the Tenant paying the Rent, &c. ſhall not be obliged to quit Poſſeſſion, without Warning.

ſo let and ſet as aforeſaid, or any Part thereof, at the ſaid Feaſt Day of — now next enſuing, or at any ſucceeding Feaſt Days, or other Time afterwards, unleſs Notice for that Purpoſe in Writing under the Hand or Hands of the ſaid *A. B.* his, *&c.* or of his or their known Agent, for Receipt of the before mentioned Rent or Rents, ſhall be given to, or at the ſaid Houſe left for the ſaid *C. D.* his, *&c.* —— Months before the ſaid Feaſt Day, or ſome ſuch ſucceeding Feaſt Day, when by ſuch Notice he or they ſhall be required or warned to quit, leave or yield up ſuch Poſſeſſion as aforeſaid: *(Covenants concerning Repairs of the Houſe, &c. and paying Rent as uſual and then the Tenant covenants thus)* **And** in all Things and in every Reſpect, at his and their own proper Coſts and Charges, take a due Care towards preſerving, keeping whole and clean, and in good Order and Condition, all and ſingular the Goods and Things in the ſaid Inventory mentioned; **And alſo** keep up and preſerve in good Order and Condition the Gardens and Garden Grounds, Orchard and Orchard Grounds to the ſaid Houſe belonging, in the ſame Order and Form as the ſame now are, and the ſeveral Walls, Trees, Greens, Plants and Plantations therein and thereto appertaining, and the Fences about the ſame, and about the Fields or Incloſures aforeſaid, by doing or cauſing or procuring to be done, at proper and ſeaſonable Times in the Year, all Work neceſſary thereto, and in particular ſuch as ſhall be neceſſary to the preſerving, cheriſhing and encouraging of the Fruit Trees and other Trees of Shade, Shelter, Ornament and Profit, planted and now growing therein and thereabout, and thereto belonging, and to the due, orderly and ſeaſonable manuring, cultivating and cropping of all ſuch of the ſaid Garden Ground as is now laid out and uſed for Garden Ornaments, and yearly Crops for the Supply of the Houſe and Kitchen; **And** permit and ſuffer him the ſaid *A. B.* his Heirs, *&c.* or his or their known Agent as aforeſaid, with Workmen or without, at all ſeaſonable Times in the Day-time to have Entrance into the ſaid Houſe and Premiſſes, to view and examine the State and Condition of the ſame. *(Covenant to ſurrender on Notice as aforeſaid, in ſuch good Order and Condition,* &c.) **In Witneſs,** &c.

Uſual Covenants.

The Tenant covenants to keep in good Order the Furniture and Garden.

Liberty to view the ſame.

An Agreement for letting two Houſes to be joined into one, by ſeveral on Behalf of themſelves and two Infants, during their Minority, whereby the Rent is to be paid to a Receiver appointed by the Chancery; the Tenant to repair, &c. *with Agreements concerning quitting Premiſſes when the Infants are of Age, or ſtaying, and rebuilding the Party Wall between the two Houſes,* &c.

Articles, &c. **Between** *M. L.* of, *&c.* and *A.* his Wife, *E. B.* of, *&c.* Spinſter, *M. B.* of, *&c.* Spinſter, and *J. B.* of, *&c.* Spinſter, (now an Infant) and *A. J.* of, *&c.* Gent. of the one Part, and *W. C.* of, *&c.* Malt Diſtiller, of the other Part, in Manner as follows, (that is to ſay,)

Whereas, *&c. (Recital of an Order in Chancery, for a Maſter to appoint a Receiver of Rents, who ſhould give Security to account. Appointment made and Security given by* A. J.) And he the ſaid *A. J.* by virtue of the ſaid Order, now is Receiver of the Rents of the ſaid Premiſſes, and is ſo to continue until ſuch Time as the ſaid *J.* and *M. B.* (now Infants) ſhall attain to their ſeveral Ages of 21 Years, which will be about four Years and half hence: **And whereas** the ſaid *A. L.* and *E. B.* having attained their ſeveral Ages of 21 Years, and being now intitled to the Premiſſes of and in the ſaid Real Eſtate, he the ſaid *W. C.* hath agreed to take from them a Leaſe of the two Meſſuages or Tenements herein after mentioned (being Part of the ſaid Real Eſtate late of the ſaid *J. B.*) at ſuch yearly Rent, and with and under ſuch Covenants and Agreements, and in Manner herein after mentioned and expreſſed: **Now theſe Preſents witneſs,** That in Conſideration the ſaid *W. C.* hath agreed forthwith out of his own proper Money to diſburſe and lay out the Sum of 50 *l.* and upwards in the Repairing and making good Improvements on the ſaid two Meſſuages or Tenements and Premiſſes, and alſo in Conſideration of the yearly Rent, Covenants and Agreements herein after reſerved and contained on the Part and Behalf of the ſaid *W. C.* his, *&c.* to be paid and performed, they the ſaid *M. L.* and *A.* his Wife, and *E. B.* as well for and in Behalf of themſelves, as alſo on Behalf of the ſaid *J.* and *M. B.* the Infants, **Have,** and each and every of them **hath,** and by theſe Preſents **do,** and each and every of them **doth** demiſe, leaſe and to Farm let unto the ſaid *W. C.* **all** thoſe two Meſſuages, *&c.* ſituate, *&c.* and as the ſame late were in the Occupation of *T. M.* and now of the ſaid *W. C.* together with all Edifices, *&c.* together with full and free Liberty for him the ſaid *W. C.* his, *&c.* at his and their Charge, to pull and take down the Party Wall now ſtanding between the ſaid two Meſſuages or Tenements, and to lay the ſame into one intire Meſſuage, and alſo to make ſuch other ſeveral Alterations and Conveniences therein for the Trade of a Diſtiller, in ſuch Manner as he or they ſhall at any Time think

A. J. Receiver of Rents for four Years and an Half, at which Time *J.* and *M. B.* will be of Age.

Agreement to take a Leaſe for that Term.

In Conſideration of Repairs and Rent, *M. L.* and *A.* his Wife, and *E. B.* on their and *J.* and *M. B.* Infants Behalfs, grant Parcels, Liberty.

Exception as to view.

think fit, during the Term hereby demiſed (except and always reſerved unto the ſaid *M. L.* and *A.* his Wife, *E. B. J.* and *M. B.* and their Aſſigns, at any ſeaſonable Time or Times, during the Continuance of this Demiſe, free Liberty to come into or upon all or any Part of the hereby demiſed Premiſſes, to view the Repairs thereof, and to give and leave Notice for the neceſſary repairing and amending the ſame;) **To have and to hold** the ſaid Meſſuages or Tenements hereby, and all and ſingular other the herein before mentioned and intended to be hereby demiſed Premiſſes with their Appurtenances, unto the ſaid *W. C.* his, *&c.* from, *&c.* for and during, *&c.* of four Years and an Half, from thence, *&c.* **Yielding and paying** therefore yearly and every Year, during the ſaid Term, unto the ſaid *A. J.* or ſuch other Perſon or Perſons as ſhall be appointed Receiver of the Rents of the ſaid Premiſſes, in Truſt nevertheleſs for the above named *M. L. A.* his Wife, *E. B. J. B.* their Heirs and Aſſigns, the yearly Rent or Sum of 60 *l.* of, *&c.* on, *&c.* *And*, &c. (*Covenants*, viz. *for the Tenant to pay the Rent to the Receiver, and to lay out the* 50 *l. on Repairs and Alterations, and produce proper Vouchers for the ſame, to keep the ſame in Repair, that he ſhall peaceably enjoy. Proviſo of Re-entry*, &c. See Tit. **Covenants** and **Leaſes**.) **And laſtly**, it is hereby mutually covenanted, agreed and declared by and between all and every the Parties hereunto, for themſelves and for their reſpective Executors and Adminiſtrators, and the true Intent and Meaning of them and of theſe Preſents is and are, that in caſe after the Expiration of the ſaid hereby demiſed Term of four Years and an Half, that he the ſaid *W. C.* his Executors, Adminiſtrators and Aſſigns, ſhall think fit to continue a Tenant of and in the ſaid hereby leaſed Premiſſes, and that they the ſaid *M. L. A.* his Wife, *E. B. M. B.* and *J. B.* or any of them, ſhall from thenceforth raiſe any further Increaſe of Rent for the ſaid Premiſſes, over and above the ſaid preſent yearly Rent of 60 *l.* reſerved for the ſame as aforeſaid, and that he the ſaid *W. C.* his Executors or Aſſigns, on raiſing of ſuch Rent ſhall think fit to quit the Premiſſes; then and in ſuch Caſe he the ſaid *W. C.* his Executors, Adminiſtrators and Aſſigns, ſhall not at his or their Charge be obliged to new build the ſaid Party Wall ſo to be by him pulled down, or to make good any of the Alterations and Conveniencies to be by him and them made in the ſaid hereby demiſed Premiſſes as aforeſaid; **But** in caſe at the End of the ſaid Term of four Years and an Half the ſaid *W. C.* his Executors, Adminiſtrators or Aſſigns, (if ſo required) ſhall refuſe to take a further Term of Years in the ſaid hereby leaſed Premiſſes, at and under the ſaid yearly Rent of 60 *l.* and with and under ſuch Covenants, Conditions and Agreements, as are herein before reſerved and contained, and that he the ſaid *W. C.* his Executors, Adminiſtrators or Aſſigns, at the End of the ſaid Term of four Years and an Half, of his or their own free Will ſhall then voluntarily quit and leave the ſaid hereby demiſed Premiſſes; then and in ſuch Caſe (but not otherwiſe) he the ſaid *W. C.* his Executors, Adminiſtrators and Aſſigns, (if ſo required) ſhall and will at his and their own proper Coſts and Charges, in a good and ſubſtantial and Workman-like Manner, rebuild as well the ſaid Party Wall, as alſo make good all ſuch Alterations as ſhall be by him or them made of or in the ſaid Premiſſes as aforeſaid. **In Witneſs**, &c.

Habend.

Reddend. to the Receiver.

Agreement, that if the Tenant continues after the End of the four Years and a Half, the Rent to be raiſed, but he may quit the ſame without making good the Alterations.

But if he refuſes a further Leaſe at the ſame Rent, he ſhall make good ſuch Alterations.

Guardians Conſent and Approbation to be indorſed, they not having joined in the above Articles.

I Dame *E. J.* (Guardian to the within named *J. B.* an Infant) and I *A. B.* Widow, (Guardian to the within named *M. B.* alſo an Infant) having peruſed the within written Leaſe made from the within named Leſſors to the within named *W. C.* of the Meſſuages and Premiſſes within demiſed in Manner as within expreſſed; **And we** the ſaid Guardians, conceiving the ſame to be an Improvement of the Premiſſes, and that the ſame will be for the Benefit and Advantage, as well of the ſaid Leſſors as alſo of the ſaid Infants; therefore the ſaid Guardians (for and on the Behalf of the ſaid Infants only) do hereby, as far as in us lies, conſent to and approve of the ſaid Leaſe ſo made to the ſaid *W. C.* in Manner as within is mentioned and expreſſed. **As witneſs** our Hands the —— Day of, *&c.*

Agreement for letting the Tap-houſe of an Inn, and the Uſe of Drinking Rooms, and as to the Tapſter being alſo Chamberlain.

Leaſe of Tap-houſe and Uſe of Drinking Rooms.

THIS Indenture, &c. **Between** *R. H.* of, *&c.* Inn-keeper of, the one Part, and *W. W.* of the ſame Place, Yeoman, of the other Part. **Whereas** the ſaid *R. H.* has agreed to let the Tap of the ſaid Inn to the ſaid *W. W.* **Now this Indenture witneſſeth**, That the ſaid *R. H.* in Conſideration of the Rent or annual Sum of Money hereafter mentioned to be paid by the ſaid *W. W.* and of the Covenants, Conditions and Agreements on the Part and Behalf of the

the ſaid *W. W.* to be done, kept and performed, **Does** grant, ſet and to Farm let unto the ſaid *W. W.* the Uſe of the Tap-houſe and all other Drinking Rooms of, in and belonging to the Inn of the ſaid *R. H.* commonly called, *&c.* in, *&c.* for the Vending and Selling of all Sorts of Liquors, Tobacco, Bread, Cheeſe and Butter, but no other Sort of Victuals whatſoever; nor is the ſaid *W. W.* his Executors, *&c.* to ſell any Bread, Cheeſe or Butter in the Kitchen or Dining-room of the ſaid Inn; nor is he or they to ſell any Coffee, Tea or Chocolate in any Part of the ſaid Inn, but the ſaid *R. H.* his Executors, Adminiſtrators or Aſſigns only ſhall be at Liberty to ſell the ſame: **To hold** the ſaid Tap-houſe and Drinking Rooms for the Uſes aforeſaid, unto the ſaid *W. W.* his Executors, *&c.* at the Will of both Parties, at and under the yearly Rent hereafter mentioned. **Provided nevertheleſs,** That if the ſaid *W. W.* his Executors or Adminiſtrators be mindful to quit the ſaid Premiſſes at any Time, or if the ſaid *R. H.* his Executors, Adminiſtrators or Aſſigns, be mindful that he ſhall quit the ſame as aforeſaid, then and in either of the ſaid Caſes a Quarter's Warning ſhall be given in Writing by the Party who is ſo mindful that the ſaid Premiſſes ſhall be quitted as aforeſaid; **Alſo** that the ſaid *W. W.* in Conſideration of the ſaid *R. H.*'s letting to him the ſaid Premiſſes for the Uſes aforeſaid, does hereby for himſelf, his Executors or Adminiſtrators, covenant, promiſe and agree to pay to the ſaid *R. H.* his Executors, Adminiſtrators or Aſſigns, the yearly Rent of 90 *l.* of, *&c.* the ſame to be made by quarterly Payments, to wit, 22 *l.* 10 *s.* on the fourth of *March*; 22 *l.* 10 *s.* on the fourth of *June*; 22 *l.* 10 *s.* on the fourth of *September*; and 22 *l.* 10 *s.* on the fourth of *December*, yearly or within one Week after any of the ſaid Days; the firſt Payment to be made on the fourth Day of *March* next enſuing the Date hereof; **Alſo** the ſaid *R. H.* does covenant and agree for himſelf, *&c.* that he the ſaid *R. H.* his, *&c.* ſhall and will find and provide a Dinner every Day for the ſaid *W. W.* and his Wife, during the Continuance of the ſaid *W. W.* as Tenant or Farmer of the Tap as aforeſaid, and ſhall find, provide and give to the ſaid *W. W.* Half a Chaldron of Coals yearly and every Year, in Conſideration of hot Coals to be taken out of the Tap-houſe (by the ſaid *W. W.* ſo long as he ſhall continue to be Chamberlain in the ſaid Inn, or by any other Perſon who ſhall be Chamberlain during the Continuance of his being Tapſter or Farmer of the Tap as aforeſaid) as Neceſſity ſhall require: **And** the ſaid *W. W.* does hereby for himſelf, *&c.* covenant and agree to and with the ſaid *R. H.* his, *&c.* that he the ſaid *W. W.* ſhall and will take and buy all ſuch common Beer from the Store Cellar of the Brewer who now ſerves and has lately ſerved the ſaid *R. H.* or of ſuch other Brewer as the ſaid *R. H.* his, *&c.* ſhall appoint, in no leſs Quantity than four Butts, nor in any greater Quantity than eight Butts; and ſhall likewiſe buy his Brandy and Rum of Mr. *H.* as long as he uſes him well; and ſhall find and provide all the Coals (except thoſe before mentioned) and Candles, which ſhall be uſed in all the Drinking Rooms of the ſaid Inn, unleſs thoſe to be uſed in the Kitchen and Bar which the ſaid *R. H.* ſhall find, and that he the ſaid *W. W.* ſhall keep the Drinking Rooms clean, and lay the Table-cloth, clean the Knives, and attend the Table of the ſaid *R. H.* or find a proper Perſon to do the ſame, and ſhall find Knives, Forks, Plates, Table Linen, and other uſual Utenſils to be uſed in the Tap-houſe, and ſhall not take any Thing out of the Kitchen or Bar without the Leave of the ſaid *R. H.* or whoſoever elſe he ſhall appoint, and ſhall leave the Tap-houſe Goods belonging to the ſaid *R. H.* in the ſame Condition as they now are, moderate Wear excepted; and that whenſoever the ſaid *R. H.* ſhall be mindful to make the preſent Tap-houſe into a Coach-houſe or other Place of Conveniency, and to make any other Drinking Room into a Tap-houſe, he ſhall be at Liberty ſo to do; and that whenſoever the ſaid *W. W.* quits the Tap, the ſaid *R. H.* ſhall not be obliged to take any Liquors but ſuch as are good and vendible; and that the ſaid *W. W.* ſhall pay for and renew as often as requiſite the Wine and Beer Licences, and the ſaid *R. H.* agrees that he will deduct ſo much as ſhall be paid for them out of the next Rent which ſhall be due: **And whereas** the ſaid *R. H.* agrees that the ſaid *W. W.* ſhall likewiſe continue and be Chamberlain of the ſaid Inn, and for that Purpoſe the ſaid *R. H.* has delivered to him 40 Pair of Sheets, 45 Pillow Caſes, 36 Napkins, and four Caps, 18 Towels, 20 Pewter Chamber-pots, ſix earthen ones and 12 Baſons, the Receipt whereof the ſaid *W. W.* hereby acknowledges. **And this Indenture further witneſſeth,** That the ſaid *W. W.* for himſelf, *&c.* does covenant and agree that he will render to the ſaid *R. H.* a juſt and true Account of the ſame whenſoever and as often as he ſhall be thereto required; and ſhall find and provide Bruſhes, Brooms and Mops, and keep the Lodging Rooms, Beds and Galleries clean, and find Candles to all the Lodging Rooms, or find a proper Perſon to do the ſame, and ſhall not refuſe any Perſon a Lodging who is able and willing to pay 6*d.* a Night for a Bed, without the ſaid *R. H.*'s Conſent, nor ſhall admit of any Lodger under 6 *d.* a Night without the ſaid *R. H.*'s Conſent; and if ſuch Lodger chuſes clean Sheets, then he ſhall pay 1 *s.* for the firſt Night and 6 *d.* for every Night afterwards, ſo long as he or ſhe continues in ſuch Lodging, and the ſaid *W. W.* ſhall bring in an Account to the ſaid *R. H.* every Morning at Nine a Clock, of every Lodger in the ſaid Inn, and ſhall account for and pay to the ſaid *R. H.*

What to be ſold by the Tenant, or not.

Warning.

Covenant to pay the Rent at ſeveral Payments.

Landlord to find the Tenant and his Wife a Dinner every Day, and find half a Chaldron of Coals, *per Annum* for the Uſe of the Chamberlain.

Where the Tapſter is to buy his common Beer, and in what Quantity; and his Brandy and Rum.

To find Coals and Candles in the Drinking Rooms.

Cleaning Rooms, *&c.*

Attending Table.

Finding Utenſils in the Tap-houſe, *&c.*

Liberty to change the Tap houſe.

Quitting Premiſſes.

Renewing Licences.

The Tapſter likewiſe to be Chamberlain.

Linen delivered him.

Covenant to account for the ſame.

What Chamberlain is to find.

Who to lodge.

Time of accounting.

R. H. the Money received for Lodging every *Monday* Morning; and that if the ſaid *W. W.* ſhall conceal a Lodger, he ſhall forfeit and pay to the ſaid *R. H.* for the firſt Offence one Guinea, for the ſecond Offence two Guineas, and ſo on a Guinea more for every further Offence, and ſhall not demand any Money for Wages for being Chamberlain; and if the ſaid *W. W.* has a Mind to leave off being Chamberlain, or the ſaid *R. H.* ſhall deſire to quit him from being Chamberlain, then either Party ſhall be at Liberty ſo to do upon giving the other a Month's Warning in Writing. **And** the ſaid *R. H.* does agree to allow the ſaid *W. W.* to have the Profits of ſelling and finding Faggots and Bruſhes, and of getting Gentlemens Linen waſhed, and will find the Man who the ſaid *W. W.* ſhall find to officiate as Chamberlain, Breakfaſt, Dinner and Lodging. **In Witneſs**, &c.

Forfeitures for concealing Lodgers.

Wages.

Warning.

Profits of the Chamberlain.

Allowance to his Man.

Another Agreement for letting a Tap.

Articles, &c. **Between** *A. A.* of, *&c.* and *G. C.* of the one Part, and *W. G.* of, *&c.* of the other Part, in Manner and Form following, that is to ſay,

Landlords accept a Tapſter,

FIRST, It is covenanted, granted and agreed by and between the ſaid Parties, and the ſaid *A. A.* and *G. C.* for divers good Cauſes and Conſiderations hereafter expreſſed, on the Day of the Date hereof have accepted, entertained and taken the ſaid *W. G.* as their Tapſter, to draw, utter, ſell and put to Sale all ſuch Beer and Ale as ſhall be uttered and ſold within their Meſſuage, Tenement or Inn, ſituate and being in, *&c.* called or known by the Name or Sign of, *&c.* and which be uttered and ſold thereout and fetched therefrom, for and during ſuch Time and Term as the ſaid Parties to theſe Preſents ſhall like and approve of each other.

and covenant that he ſhall have the Selling the Beer, *&c.*

And the ſaid *A. A.* and *G. C.* for themſelves, their Executors and Adminiſtrators, do hereby covenant, grant and agree, that he the ſaid *W. G.* his Executors, Adminiſtrators and Aſſigns, for the ſame Conſiderations ſhall, during ſuch Time and Term, have, hold and enjoy to his own Uſe, Benefit and Behoof, for the Drawing, Uttering, Selling and putting to Sale all ſuch Beer and Ale as aforeſaid, the Cellars belonging to the ſaid Meſſuage, Tenement or Inn, and all and ſingular Kitchen, Rooms, Chambers and Garrets ſtanding, lying and being over the ſame; **And** that they the ſaid *A. A.* and *G. C.* their Executors and Adminiſtrators, ſhall and will from Time to Time, and at all Times as Occaſion ſhall require during ſuch Time and Term, at his and their proper Coſts and Charges, provide and lay into the ſaid Cellars for the Uſe of the ſaid *W. G.* his Executors, Adminiſtrators and Aſſigns, in that Reſpect, good and ſound ſtrong Ale and ſtrong Beer; And that he the ſaid *W. G.* his Executors and Adminiſtrators, ſhall or may, during the Time and Term aforeſaid, have and take to his own Uſe the Profit and Advantage of ſelling and uttering Tobacco, Bread, Cheeſe, and all other Victuals whatſoever; **And** that during all ſuch Time and Term as aforeſaid, no other Victualler or Tapſter ſhall be entertained or ſuffered to buy or ſell, retail, draw, utter or put to Sale any Beer, Ale, Tobacco or Victuals whatſoever in the ſaid Meſſuage, Tenement or Inn: **In Conſideration** whereof the ſaid *W. G.* doth hereby for himſelf, his Executors and Adminiſtrators, covenant, grant and agree, to and with the ſaid *A. A.* and *G. C.* their Executors and Adminiſtrators, by theſe Preſents, in Manner and Form following, (that is to ſay) That he the ſaid *W. G.* his, *&c.* ſhall and will, during the ſame Time or Term, pay or cauſe to be paid unto the ſaid *A. A.* and *G. C.* their Executors, Adminiſtrators or Aſſigns, or ſome of them, the ſeveral Sums of Money hereafter mentioned, that is to ſay, For every Barrel of ſtrong Ale that ſhall be uttered and ſold as aboveſaid, 20 *s.* of lawful Money; and for every Barrel of ſtrong Beer as ſhall be ſo likewiſe uttered, the like Sum of 20 *s.* accounting 21 Barrels to the Score, as the Brewer allows, and ſo after the ſame Rate for every greater or leſſer Quantity; **And** that he the ſaid *W. G.* his Executors or Aſſigns, ſhall and will, at or before the End of every Month during the Time and Term aforeſaid, make a true and juſt Reckoning, Account and Satisfaction unto the ſaid *A. A.* and *G. C.* their Executors, Adminiſtrators or Aſſigns, or ſome of them, for ſuch and ſo much Money as ſhall upon every of their Accompts appear to be due and payable unto them for and in reſpect of the Premiſſes, according to the Rates aforeſaid. **And** for the better Satisfaction and ſurer Payment of ſuch Money, he the ſaid *W. G.* at or before the Enſealing thereof, hath depoſited into the Hands of the ſaid *A. A.* and *G. C.* to remain during the Time and Term aforeſaid, the Sum of, *&c.* of lawful, *&c.* the Receipt, *&c.* and that he the ſaid *W. G.* his Executors or Adminiſtrators, ſhall and will within one Month after the Date hereof, at his Coſts and Charges, find and provide two Fire Grates, and cauſe the ſame to be fixed up and ſet in the Kitchen Chimney and the Tap-houſe Chimney, and likewiſe one long Table to be ſet up in the firſt Room up one Pair of Stairs; and likewiſe ſhall and will provide and furniſh two Beds in two of the Rooms fit for Lodging and Entertaining of Cuſtomers coming and reſorting to the ſaid Inn; and likewiſe ſhall not or will not, at any Time

and provide Beer, *&c.*

The Tapſter's Advantage of ſelling Beer, *&c.*

No other to ſell.

How much the Tapſter to pay for the Liquors.

Account.

Depoſit.

What the Tapſter is to find.

Not to let Rooms to any but Guells.

Time or Times during the Term or Time aforeſaid, let or ſet any of the Rooms above mentioned to any Lodger whatſoever, other than to the common Gueſts and Cuſtomers reſorting to the ſaid Inn. **Provided nevertheleſs**, and it is covenanted, conditioned and agreed by and between the ſaid Parties to theſe Preſents, that if either of them ſhall at any Time miſlike of each other in their Dealings concerning the Premiſſes, and thereof give ſix Months Notice, it ſhall and may be lawful at the End of ſuch ſix Months, and not before, for the ſaid *W. G.* his Executors, Adminiſtrators or Aſſigns, to leave off the ſaid Employment, and Cellar, Rooms and Premiſſes: And it ſhall be likewiſe lawful for them the ſaid *A. A.* and *G. C.* and their Executors, Adminiſtrators and Aſſigns, at the End of ſuch ſix Months, and not before, to put the ſaid *W. G.* and his Executors, Adminiſtrators and Aſſigns, out of the ſaid Employment, and Cellar, Rooms and Premiſſes aforeſaid: **And** that the ſaid Parties ſhall and will at the End of the ſaid ſix Months come to a true and juſt Reckoning and Account one with the other: **And** if the ſaid *W. G.* his Executors, Adminiſtrators and Aſſigns, ſhall not have ſo much Monies in his Hands of theirs the ſaid *A. A.* and *G. C.* their Executors, Adminiſtrators or Aſſigns, as ſhall ſatisfy the ſaid Sum of, *&c.* ſo left in their Hands as aforeſaid, and for the Fire Grates and Tables aforeſaid, at the Rates they coſt him the ſaid *W. G.* that then he the ſaid *A. A.* and *G. C.* their Executors and Adminiſtrators, ſhall and will ſatisfy and pay unto the ſaid *W. G.* his Executors, Adminiſtrators or Aſſigns, ſo much of the ſaid 20 *l.* as upon their Accompts ſhall juſtly appear to be due unto the ſaid *W. G.* his, *&c.* at the End of the ſaid ſix Months; as likewiſe ſhall and will then ſatisfy and pay unto the ſaid *W. G.* his Executors, Adminiſtrators or Aſſigns, ſo much Money as the aforeſaid Fire Grates and Tables ſhall coſt him the ſaid *W. G.* as aforeſaid: The ſaid Fire Grates and Tables to be left fixed in the ſaid Chimnies and Rooms for the Uſe of the ſaid *A. A.* and *G. C.* their Executors, Adminiſtrators and Aſſigns: **And** if it ſhall happen that the ſaid *W. G.* his Executors, Adminiſtrators or Aſſigns, ſhall have more Money in his Hands for or in reſpect of the Premiſſes than ſhall amount to above the Sum of, *&c.* and Price of the Fire Grates and Tables aforeſaid, then the ſaid *W. G.* his Executors, Adminiſtrators or Aſſigns, ſhall ſatisfy and pay ſuch Overplus of the Money to the ſaid *A. A.* and *G. C.* their Executors, Adminiſtrators and Aſſigns, at the End of the ſaid ſix Months, as upon their Accompts ſhall appear to be due: **And** at the End of the ſaid ſix Months it ſhall and may be lawful for the ſaid *W. G.* his Executors, Adminiſtrators and Aſſigns, to carry away his Bedding and other Implements of Houſhold; any thing in theſe Preſents to the contrary notwithſtanding: **And** for the true Performance, *&c.*

Warning on Parting, *&c.*

and accounting.

What the Tapſter is to take away.

Agreement for letting one Side of a Shop, with other Conveniences, for a Year certain, and afterwards as long as the Parties ſhall agree, with a Proviſo as to Warning; and Agreements as to fitting up and ſhutting up the Shop, and the Commodities the Tenant ſhall not trade in.

Articles of Agreement, &c. **Between** *J. F.* of, *&c.* of the one Part, and *M. B.* of, *&c.* of the other Part, as follows:

Whereas the ſaid *J. F.* is now poſſeſſed of and in a certain Meſſuage, Tenement or Dwelling-houſe (commonly called, *&c.*) oppoſite *Exeter Change* in the *Strand* in the County of *M.* **And whereas** the ſaid *J. F.* is mindful to take the ſaid *M. B.* to be an Undertenant of Part of the ſaid Meſſuage or Dwelling-houſe; **Therefore it is agreed** upon by and between the ſaid Parties to theſe Preſents in Manner and Form following, (to wit), **Firſt of all** the ſaid *J. F.* in Conſideration of the Sum of 8 *l. per Ann.* to be paid Quarterly, to wit, 2 *l. per* Quarter from *Michaelmas* Day next, by the ſaid *M. B.* to the ſaid *J. F.* for and during the Term hereafter mentioned, the ſaid *J. F.* doth covenant, promiſe and agree, to permit the ſaid *M. B.* to have the Uſe, Poſſeſſion and Occupation of that Side of the Shop in the aforeſaid Meſſuage next *Charing-Croſs*, and alſo the Room and Cloſet adjoining to the ſaid Shop, and likewiſe Liberty to uſe and take ſo much Water from ſuch Part of the ſaid Houſe, as the ſame may come in, as Need or Occaſion ſhall require, for and during the Term of one whole Year from, *&c.* next enſuing, (if he the ſaid *J. F.* be and continue ſo long in the Poſſeſſion of the ſaid Meſſuage or Dwelling-houſe) and from thence ſo long as both Parties ſhall agree. **Provided always**, and it is hereby agreed upon by and between the ſaid Parties, that if the ſaid *J. F.* ſhould want the ſaid *M. B.* out of the ſaid Houſe after the Expiration of the ſaid one Year, he ſhall give unto her a Quarter's Warning in Writing, and at the End of the ſaid Quarter ſhe ſhall peaceably yield up unto the ſaid *J. F.* the ſaid Side of the Shop, Room and Cloſet; or if the ſaid *M. B.* ſhall after the Expiration of the ſaid one Year have a Mind to leave the ſaid Shop, Room and Cloſet, ſhe ſhall give the like Warning to the ſaid *J. F.* **And** it is alſo agreed between the ſaid Parties, that the ſaid *J. F.* ſhall and will allow one

Guinea out of the firſt Quarter's Rent or Payment towards fitting up the ſaid Side of the Shop; and ſhall likewiſe order ſome or one of his Servants to ſhut up the Windows and Shutters belonging to the ſaid Side of the Shop without any Expence to the ſaid *M. B.* as often as Occaſion ſhall require, for ſo long Time as ſhe ſhall continue a Tenant as aforeſaid; **And** that the ſaid *M. B.* ſhall not during ſuch Time as aforeſaid ſell in the Shop any, *&c.* or other Goods that may hinder or prejudice the ſaid *J. F.* in his Way of Trade. **In Witneſs**, &c.

An Agreement to let Rooms and other Conveniences in a Houſe, for ſo long Time as the Landlord has in the Premiſſes, or till Notice given by the Tenant; and a Covenant that the Tenant may take away ſuch Partitions, Locks, &c. *as he ſhall put up or fix,* &c.

Agreed the, *&c.* **Between** *W. W.* of, *&c.* of the one Part, and *T. P.* of, *&c.* of the other Part, as follows:

To let Rooms, *&c.*

THE ſaid *W. W.* **Doth** hereby let unto the ſaid *T. P.* and he takes the ſeveral Rooms and Conveniences, being Part of and belonging to the Dwelling-houſe of the ſaid *W. W.* in, *&c.* herein after mentioned, (to wit), a Ground Room, *&c.* with all Lights, Ways, Paſſages, Commodities and Appurtenances to the ſaid Premiſſes belonging and uſed therewith,

Habendum.

from *Chriſtmas* laſt paſt before the Date hereof, for ſo long Time of the ſaid *W. W.*'s Term in his Dwelling-houſe, as he the ſaid *T. P.* ſhall think fit, to hold the ſaid hereby letten Premiſſes, and until the Expiration of three Months after Notice ſhall by the ſaid *T. P.* be given to the ſaid *W. W.* his Executors or Aſſigns, at his Dwelling-houſe aforeſaid, for leaving the ſaid hereby letten Premiſſes, and determining theſe Preſents, and the Term thereby granted at and for the yearly Rent and Sum of —— *l.* of lawful, *&c.* to be paid quarterly on the four uſual Feaſts or Quarter Days in the Year, *viz. Lady-Day, &c.* **Which** ſaid yearly Rent the ſaid *T. P.* doth

Agreement to pay the Rent.

agree to pay accordingly, for ſo long Time as he ſhall hold and enjoy the ſaid Premiſſes, and until the End of three Months next after Notice by him given as aforeſaid for leaving the ſame, and determining theſe Preſents, and the Term thereby granted as aforeſaid. **And** the ſaid *W. W.* doth hereby for himſelf, his Executors and Aſſigns, covenant and agree to and with the ſaid *T. P.* his Executors, Adminiſtrators and Aſſigns, that he and they ſhall and may, at his or their leaving the ſaid hereby letten Premiſſes, take down, remove and carry away all ſuch Partitions, Wainſcot, Hangings, Doors, Locks, Keys, and other Things which he or they already have or ſhall at any Time or Times during his or their Continuance in the ſaid Premiſſes, make, ſet or put up in or about the ſaid Premiſſes. **In Witneſs**, &c.

Covenant that the Tenant may take away Locks, *&c.* on his leaving the Premiſſes.

An Agreement between two Writing-Maſters for ſelling and aſſigning a Houſe, School-Room and Furniture, and leaving a certain Number of Scholars.

Agreed, &c. **Between** *J. S.* of, *&c.* of the one Part, and *T. C.* of, *&c.* of the other Part, as follows:

THE ſaid *J. S.* for the Conſideration here under mentioned, doth for himſelf, his Executors and Adminiſtrators, covenant and agree to and with the ſaid *T. C.* his Executors and Aſſigns, as followeth, *viz.* That the ſaid *J. S.* upon or within —— Days after the —— Day of —— ſhall and will deliver the actual Poſſeſſion of his now Dwelling-houſe, known by the Sign of the *Hand and Pen* in, *&c.* and will leave and deliver the Benefit of his School in the ſaid Houſe, with 60 valuable Scholars, ſuch as pay for their Teaching, which are there now learning of the ſaid *J. S.* to write, and will alſo ſell and aſſign all his Term and Intereſt in the ſaid Houſe, with the Forms, Standiſhes and Benches as now uſed and ſtanding in the Writing-School, or Room on the third Floor of the ſaid Houſe, unto the ſaid *T. C.* and will likewiſe deliver to him ſuch Hangings, *&c.* and other Goods in the ſaid Houſe not belonging to the Premiſſes, as the ſaid *T. C.* ſhall deſire, which is to be taken and paid for according to the Appraiſement of two indifferent Perſons to be choſen between them. **And** it is agreed between the ſaid Parties, that if the ſaid *J. S.* do not leave and deliver up the ſaid 60 Scholars as aforeſaid, what ſhall be wanting of that Number he ſhall and will diſcount for them out of the Sum of 44 *l.* here under mentioned, in Proportion as 44 *l.* is to 60 *l.* and if the ſaid *J. S.* do leave above the ſaid 60 Scholars, the ſaid *T. C.* is in ſuch Caſe to advance above the ſaid 44 *l.* for every Scholar above the ſaid Number, according to the Proportion aforeſaid. **And** the ſaid

J. S. doth further covenant and agree to and with the ſaid *T. C.* that if he has already received, or ſhall before the ſaid —— receive above half the Money or Sum agreed, for the Teaching any of the ſaid Scholars, to be delivered to the ſaid *T. C.* ſuch Scholar or Scholars are not to be accounted of the ſaid Number of 60, unleſs the ſaid *J. S.* pay to the ſaid *T. C.* ſo much Money as he has or ſhall receive above the one half Part of the Sum agreed or to be given for ſuch Scholar or Scholars Teaching. **And** it is further declared and agreed between the ſaid Parties, that as many of the ſaid 60 Scholars which ſhall go from the ſaid *T. C.* and leave the ſaid School, and become Scholars again to the ſaid *J. S.* before the —— Day of —— next enſuing the Date hereof, ſuch Scholars ſhall not be deemed as Part of the ſaid 60, but the Diſcount aforeſaid ſhall be allowed for the ſame out of the ſaid 44 *l.* **And laſtly**, the ſaid *T. C.* doth hereby covenant and agree to and with the ſaid *J. S.* that he the ſaid *T. C.* ſhall and will, in Conſideration of the ſeveral Matters and Things ſo to be done and performed by the ſaid *J. S.* as aforeſaid, truly pay, or cauſe to be paid, the ſaid Sum of 44 *l. viz.* —— thereof upon delivering Poſſeſſion of the ſaid Houſe and Premiſſes as aforeſaid, the Remainder thereof within one Month then next enſuing, or what ſhall be due of the ſaid 44 *l.* if any ſuch Deduction or Diſcount are to be made thereout as aforeſaid. **In Witneſs**, &c.

To ſeal a Leaſe by a Day according to a Draught made.

—— (*as in the 2d Agreement to*) That the ſaid *A. B.* his, *&c.* or one of them, ſhall and will at, *&c.* make, ſeal and deliver, as his or their Deed, before ſufficient Witneſs, unto the ſaid *C. D.* his, *&c.* at his and their proper Coſts and Charges, on or before the —— next enſuing, one good, ſure, ſufficient and lawful Leaſe, Demiſe and Grant, to be made and ingroſſed in Parchment, and that in and by all Things, according to the Form, Effect and true Meaning of a certain Paper Book, or Draught thereof, already made and drawn, and remaining in the Cuſtody of the ſaid *C. D.* whereunto the ſaid *A. B.* hath ſubſcribed his Name.———

The like where no Draught made.

—— That, *&c.* —— a good and ſufficient Leaſe by Indenture of all that Meſſuage, *&c.* —— for the Term and Space of 21 Years, to begin and take Effect from the Feaſt Day of —— with a Clauſe of Reſervation of the yearly Rent of ——*l.* to be inſerted in the ſaid Indenture, the ſame Leaſe and Meſſuage to be then diſcharged of and from all former Leaſes, Bargains, *&c.* (*and add, for further Aſſurance, if there be Occaſion.*)

Agreement that a Leſſee will grant a Leaſe to another with the like Covenants, &c. as in his Leaſe, except as to the Rent, with ſeveral other Reſtrictions in Favour of the firſt Leſſee.

Articles, &c. **Between** *R. B.* Citizen and Diſtiller of *London*, of the one Part, and *W. K.* Citizen and Grocer of *London*, of the other Part, as followeth, (that is to ſay),

The ſaid *R. B.* in Conſideration of the Rent and Covenants on the Part of the ſaid *W. K.* to be paid and performed, **Doth** hereby for himſelf, his Executors and Adminſtrators, covenant, promiſe and agree, to and with the ſaid *W. K.* his Executors, Adminiſtrators and Aſſigns, that he the ſaid *R. B.* ſhall and will on or before the —— Day of —— now next enſuing the Date of theſe Preſents, ſeal and duly execute and deliver unto the ſaid *W. K.* his Executors, Adminiſtrators and Aſſigns, and at his and their Charges, one good and effectual Indenture of Leaſe, **Of all** that, *&c.* ſituate, ſtanding and being in *B. Street* in the Pariſh of St. *M. B. London*, formerly in the Poſſeſſion of *J. W.* and afterwards of *R. R.* and ſince of *R. B.* containing in Front from North to South 21 Feet and an half of Aſſiſe, little more or leſs, and in Depth from Eaſt to Weſt 40 Feet of Aſſize little more or leſs; and alſo a Yard lying at the Weſt End of the ſaid Meſſuage, containing in Breadth from Eaſt to Weſt eight Feet little more or leſs, and in Length from North to South 17 Feet or thereabouts, together with a Workhouſe in the ſaid Yard, and a Houſe of Office covered and incloſed, with a Door to the ſame; and all this by one Indenture of Leaſe, bearing Date the ——— Day of *March* in the Year of our Lord 17—, and made or mentioned to be made between Dame *E. C.* of *N. S.* in the County of *W.* Widow, and *C. C.* of

Covenant to make a Leaſe

of Premiſſes leaſed to the now intended Leſſor.

of *H.* in the Pariſh of *W.* in the County of *O.* Eſq; of the one Part, and the ſaid *R. B.* by the Name of *R. B.* of *London*, Diſtiller, of the other Part, was demiſed to him the ſaid *R. B.* **To hold** the ſame Premiſſes (whereof ſuch Leaſe is hereby agreed to be granted as aforeſaid) unto the ſaid *W. K.* his Executors, Adminiſtrators and Aſſigns, from the Feaſt Day of —— next enſuing the Date of theſe Preſents, and which will be in the Year of our Lord —— for the Term of 14 Years and one half Year and 11 Weeks, and yearly Rent of 38 *l.* of, *&c.* for the firſt 14 Years of the ſaid Term, payable quarterly, and at and under the Rent or Sum of 19 *l.* of like Money for the ſaid half Year of the ſaid Term, by two equal Payments, (that is to ſay), the Sum of 9 *l.* 10 *s.* one half Part thereof on the Feaſt Day of ——which will be in the Year, *&c.* and the like Sum of 9 *l.* 10 *s.* one other half Part thereof on the Feaſt Day of —— then next enſuing, and which will be in the Year, *&c.* and at and under the yearly Rent or Sum of 9 *l.* 10 *s.* of like Money for the remaining 11 Weeks of the ſaid Term, of or upon the 17th Day of *December*, which will be in the ſaid Year, *&c.* when the ſaid Term will expire; **In which** ſaid Indenture of Leaſe hereby agreed to be granted ſhall be contained the like Covenants, Proviſoes and Agreements (*mutatis mutandis*) as are contained in the Leaſe, whereby the ſaid *R. B.* now holdeth the ſaid Premiſſes as aforeſaid, except as to that Payment of the yearly Rent which is to be reſerved and made payable in Manner herein before mentioned, and wherein ſhall likewiſe be inſerted a Covenant on the Part of the ſaid *R. B.* his Executors, Adminiſtrators and Aſſigns, whereby to reſtrain him and them from renewing or taking any further Leaſe, Eſtate, Term or Intereſt, of or in the ſame Premiſſes, or the doing any Act to prevent or hinder the ſaid *W. K.* his Executors, Adminiſtrators or Aſſigns, from becoming immediate Tenant or Tenants of the ſame after the Expiration of the preſent Term and Intereſt of him the ſaid *R. B.* therein, as effectually as if his whole Eſtate, Term and Intereſt in the ſaid Premiſſes had been now abſolutely aſſigned to the ſaid *W. K.* **And** alſo a further Covenant on the Part of the ſaid *R. B.* his, *&c.* that notwithſtanding the ſeveral Reſervations of Rent herein before mentioned and agreed to be contained in ſuch intended Leaſe, it ſhall and may be lawful to and for the ſaid *W. K.* his, *&c.* to pay and apply the ſeveral Rents and Sums of Money to be thereby reſerved, for and in Satisfaction and Diſcharge of the like yearly Rent of 38 *l.* reſerved, and which ſhall become due and payable by the aforeſaid Indenture of Leaſe, whereby the ſaid *R. B.* now holdeth the ſaid Premiſſes; and that during the Term by the ſaid Indenture granted, and which will expire at the Expiration of the Term before hereby agreed to be granted; and that the Receipt and Receipts of the Perſon or Perſons intitled to receive the ſame (being produced unto him the ſaid *R. B.* his Executors, Adminiſtrators or Aſſigns) ſhall be a good and effectual Diſcharge unto the ſaid *W. K.* his Executors, Adminiſtrators or Aſſigns, for what he or they ſhall ſo pay, againſt him the ſaid *R. B.* his, *&c.* as fully as if the ſaid ſeveral Rents herein before mentioned had been actually paid to him or them: **And** the ſaid *R. B.* doth hereby alſo agree, that at the Time of making and executing ſuch Leaſe as aforeſaid, he will (if required) grant and aſſign to the ſaid *W. K.* his Executors and Adminiſtrators, all his Intereſt and Property in the ſeveral Moveables, Wainſcots, Partitions, and other the Improvements and Things made, done and ſet up by the ſaid *R. B.* in, upon or about the ſaid Premiſſes hereby agreed to be demiſed, and which he the ſaid *R. B.* can or hath any Right to remove or take away. **And further**, that it ſhall and may be lawful to and for the ſaid *W. K.* to enter upon and take Poſſeſſion of the ſaid Meſſuages and Premiſſes on the 15th Day of this Inſtant *December*, and to hold and enjoy the ſame from thenceforth until the ſaid Feaſt of —— (when the ſaid intended Leaſe is to commence (without paying any Rent or other Conſideration for the ſame; and free and diſcharged from parliamentary and parochial Taxes, Duties and other Aſſeſſments to incur, grow due and payable in reſpect of the Premiſſes, for any Time preceding the ſaid Feaſt of —— now next as aforeſaid, except the Rate and Aſſeſſments now made for the Poor of the Pariſh of St. *M. B.* aforeſaid, and wherewith the ſaid *W. K.* ſhall become chargeable only for ſuch Time as he ſhall inhabit or dwell in the ſaid Meſſuage and Premiſſes before the Commencement of the ſaid Leaſe: **And** the ſaid *W. K.* in Conſideration of the Premiſſes, doth hereby for himſelf, his Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *R. B.* his Executors, Adminiſtrators and Aſſigns, that he the ſaid *W. K.* his, *&c.* ſhall and will on or before the 20th Day of *January* now next enſuing as aforeſaid, accept of ſuch Leaſe of the ſaid Meſſuage and Premiſſes hereby agreed to be granted, and ſhall and will likewiſe at the ſame Time, and at his and their own proper Coſts and Charges, execute a Counterpart thereof unto or to the Uſe of the ſaid *R. B.* his, *&c.* together with a Schedule to be annexed thereto of all and ſingular the Goods, Implements and Things mentioned and contained in the Schedule, ſubſcribed or written under the Indenture of Leaſe, whereby the ſaid *R. B.* now holdeth the ſame Premiſſes as aforeſaid. **And laſtly**, for the true Performance of this Agreement, the ſaid *R. B.* and *W. K.* do mutually bind themſelves, their Heirs, Executors and Adminiſtrators, unto each other in the Penal Sum of 200 *l.* of, *&c.* firmly by theſe Preſents. **In Witneſs**, &c.

To be therein contained the like Covenants, *&c.* as in his Leaſe, except as to the Payment of Rent, but he is not to be reſtrained from taking a new Leaſe, *&c.*

Notwithſtanding the new Tenant may apply his Rent to the Diſcharge of the other's Rent.

Agreement to aſſign moveable Wainſcots, *&c.*

When new Tenant is to enter.

Taxes.

Agreement to accept ſuch Leaſe, and execute a Counterpart with a Schedule annexed.

Agreement

Agreement to let a Houſe, &c. and execute a Leaſe thereof; to contain the like Covenants as are in a Leaſe whereby the intended Leſſor holds the ſame, and other Covenants; and the intended Leſſee agrees to accept ſuch Leaſe and execute a Counterpart; and covenants to give a Bond for making good and leaving Partitions, &c. as they now are.

Agreed the, *&c.* **Between** *A. B.* of, *&c.* of the one Part, and *C. D.* of, *&c.* of the other Part, as followeth, *viz.*

THE ſaid *A. B.* in Conſideration of the Rent and Covenants on the Part of the ſaid *C. D.* to be paid and performed, **Doth** let unto the ſaid *C. D.* and he takes **All**, *&c.* and all Cellars, Vaults, Warehouſes, Rooms, Yards, Lights, Water-courſes, Eaſements and Appurtenances thereunto belonging, and free Liberty of Ingreſs, Egreſs and Regreſs, to and from a Vault under the ſaid Premiſſes, for the Term of —— Years from —— at the yearly Rent of —— *l.* payable quarterly. **And** the ſaid *A. B.* for himſelf, his Executors and Adminiſtrators, doth hereby covenant and agree to and with the ſaid *C. D.* his Executors and Aſſigns, that he the ſaid *A. B.* will on or before the, *&c.* now next, at the Charge of the ſaid *C. D.* his Executors or Aſſigns, ſeal and execute unto him or them, at the Dwelling-houſe of *R. B.* Scrivener, in, *&c.* a ſufficient Leaſe of the ſaid Premiſſes for the Term and at the Rent aforeſaid: **In** which Leaſe are to be inſerted and contained the like Covenants and Proviſoes (*mutatis mutandis*) as are contained in the Leaſe, whereby the ſaid *A. B.* holds the ſaid Premiſſes from *G. G.* dated, *&c.* and likewiſe covenants for leaving at the End of the ſaid Term ſeveral Things belonging to and being in and about the Premiſſes to be mentioned in a Schedule thereof, which for that Purpoſe the ſaid Parties agree ſhall be taken and annexed to the ſaid Leaſe, (and alſo a Covenant for the ſaid *C. D.*'s laying out 30 *l.* at leaſt in the Repair of the Premiſſes, which is allowed for that Purpoſe:) **Which** ſaid Leaſe the ſaid *C. D.* doth hereby agree to accept, and at the ſame Time and Place to ſeal and execute a Counterpart thereof to the ſaid *A. B.* his Executors or Aſſigns. **And** the ſaid *C. D.* doth hereby further covenant and agree with the ſaid *A. B.* that upon and at the Time of executing the ſaid Leaſe as aforeſaid, he the ſaid *C. D.* and *J. J.* of, *&c.* ſhall and will ſeal and execute to the ſaid *A. B.* an Obligation or Covenant, with a ſufficient Penalty for the ſaid *C. D.* making good and leaving, at the Determination of the ſaid Term, as they now are, two Partitions, one in, *&c.* and likewiſe all the Lining of the Wall, Chimney-piece, and other Works in the Parlour, as the ſame is now fitted, being right Wainſcot. **In Witneſs**, &c.

To let a Houſe, *&c.*

Covenant to execute a Leaſe to contain the like Covenants, *&c.* as in a Leaſe, by which the intended Leſſor holds the ſame and other Covenants.

The intended Leſſee agrees to accept ſuch Leaſe and execute a Counterpart, and covenants to execute a Bond for making good and leaving Partitions, *&c.* as they now are.

Agreement to grant a Leaſe of a Houſe now in Poſſeſſion, by virtue of an Ejectment, as ſoon as an Aſſignment of the ſame can be procured from the Aſſignees under a Commiſſion of Bankruptcy.

Memorandum, It is agreed **Between** *J. W.* of, *&c.* of the one Part, and *J. C.* of, *&c.* of the other Part, in Manner as follows, *viz.*

WHEREAS the ſaid *J. W.* by virtue of an Ejectment by him lately obtained, is now intitled to the Poſſeſſion of a Meſſuage, with its Appurtenances, ſituate, *&c.* and as the ſame is now in the Occupation of the ſaid *J. C.* **Now** he the ſaid *J. W.* for himſelf, *&c.* doth hereby covenant, promiſe and agree, to and with the ſaid *J. C.* that he the ſaid *J. W.* (immediately after his obtaining an Aſſignment of the ſaid Meſſuage from the Aſſignees, under a Commiſſion of Bankruptcy taken out and awarded againſt *R. H. M.*) will duly execute and deliver unto the ſaid *J. C.* a Leaſe of the ſaid Meſſuage and Premiſſes, **To hold** the ſame unto the ſaid *J. C.* his Executors, Adminiſtrators and Aſſigns, from *Lady-Day* now next enſuing for the Term of ſeven Years, **Determinable nevertheleſs** at the Option of the ſaid *J. C.* his Executors or Adminiſtrators, at the End of the firſt three Years thereof, on his or their giving at leaſt ſix Months Notice thereof in Writing unto the ſaid *J. W.* his Executors, Adminiſtrators or Aſſigns, for ſuch Determination thereof at the End of the ſaid firſt three Years of the ſaid Term, at and under the yearly Rent of 17 *l.* to be paid quarterly, on, *&c.* by equal Proportions; the firſt of which quarterly Payments to be made on, *&c.* now next enſuing. **In which** ſaid Leaſe ſhall be contained ſuch Covenants as are commonly inſerted in *London* Leaſes, as well on Leſſee's as alſo on Leſſor's Part to be performed, with the uſual Powers and Clauſes

J. W. by Ejectment intitled to Poſſeſſion of a Houſe.

Covenants (as ſoon as he can get an Aſſignment of the ſaid Houſe from Aſſignees of a Bankruptcy) that he will grant a Leaſe of the ſame, for ſeven or three Years.

J. C. covenants to accept such Leaſe, *&c.* execute a Counterpart, and pay Rent during Poſſeſſion by virtue of the Ejectment.

of Re-entry and Diſtreſs in caſe of Non-payment of the ſaid yearly Rent. **In Conſideration** of which Leaſe ſo to be made as aforeſaid, he the ſaid *J. C.* **Doth** hereby for himſelf, *&c.* covenant, promiſe and agree to and with the ſaid *J. W.* his, *&c.* that he the ſaid *J. C.* will accept of ſuch Leaſe for the ſaid Term of ſeven Years, to commence and determine in Manner as aforeſaid, at and under the ſaid yearly Rent of 17 *l.* payable quarterly as aforeſaid, and with and under ſuch Covenants and Powers of Re-entry and Diſtreſs as above mentioned; and that the ſaid *J. C.* at the Time of his the ſaid *J. W.*'s executing ſuch Leaſe as aforeſaid, will then duly execute and deliver unto the ſaid *J. W.* a Counterpart of ſuch Leaſe; and that he the ſaid *J. C.* his, *&c.* in the mean Time, and until ſuch Leaſe to be ſo executed to him as aforeſaid, ſhall and will duly pay unto the ſaid *J. W.* his, *&c.* during his Continuance in Poſſeſſion of the ſaid Premiſſes, by virtue of his ſaid Ejectment, the ſaid yearly Rent of 17 *l.* by quarterly Payments, on the Days and in Manner as above mentioned. **As Witneſs**, &c.

Articles for making a Leaſe of a Houſe, &c. *and putting Premiſſes in Repair*, &c.

Articles, &c. **Between** *A. H.* of, *&c.* Eſq; of the one Part, and *L. S.* of, *&c.* Eſq; of the other Part.

The Landlord ſeiſed in Fee,

Whereas the ſaid *A. H.* is ſeiſed in Fee of and in a certain Meſſuage or Tenement ſituate, *&c.* being the ninth Houſe in *H. R.* in *L. I. F.* from the Eaſt End thereof, and lately in the Poſſeſſion of Sir *R. E.* Chief Juſtice of the Court of Common Pleas, together with the Coach-houſe and Stables thereunto belonging: **Now it is hereby agreed**, and the ſaid *A. H.* **Doth** covenant and promiſe to and with the ſaid *L. S.* his Executors and Adminiſtrators, that he ſaid *A. H.* or his Heirs, ſhall and will before *Michaelmas Day* next enſuing the Date of theſe Preſents, put the ſaid Meſſuage or Tenement, and the Coach-houſe and Stables thereunto belonging, into good and ſufficient Repair, and alſo find and provide all Locks needful for the Doors in the ſaid Meſſuage, *&c.* and a Fire Grate for the Kitchen, and other Things, *&c.* and make a good and ſufficient Leaſe and Demiſe thereof by Indenture, together with all and every the Appurtenances thereunto belonging, unto the ſaid *L. S.* to commence from the ſaid Feaſt of Saint *Michael* the Archangel next following; **To have and to hold** the ſame unto him the ſaid *L. S.* his Heirs, Executors, Adminiſtrators and Aſſigns, from thenceforth for the Term of 14 Years, to be void on ſix Months Notice from the ſaid *L. S.* to be given to the ſaid *A. H.* in Writing, next before the End of the firſt ſeven Years of the ſaid 14 Years, at and under the yearly Rent of 80 *l.* payable quarterly; the ſaid *A. H.* hereby, in Conſideration thereof, agreeing to indemnify and diſcharge the ſaid *L. S.* his Executors, *&c.* of and from all Quit-Rents, Ground-Rents, and other Incumbrances on the Premiſſes; **In which ſaid Indenture of Leaſe** ſhall be contained a Covenant on the Part of the ſaid *L. S.* to keep and maintain the ſaid Premiſſes in good and ſufficient Repair during ſuch Term, and alſo a Covenant from the ſaid *A. H.* for his quiet Enjoyment, and other uſual and reaſonable Covenants on both Parts. **And** the ſaid *L. S.* doth hereby likewiſe covenant and agree to and with the ſaid *A. H.* and his Heirs, in Manner as follows, *viz.* That on the ſaid *A. H.*'s having, at his own Coſts and Charges, finiſhed the ſeveral Repairs inſiſted on in the annexed Paper or Writing by Mr. *L. S.*'s Workmen, and agreed to by Mr. *H.*'s Surveyor Mr. *R.* he the ſaid *L. S.* ſhall and will accept of ſuch Leaſe, and ſeal, execute and deliver unto the ſaid *A. H.* or his Heirs, a Counterpart thereof, at the ſame Time that the ſaid *A. H.* or his Heirs ſhall make and execute ſuch Leaſe unto the ſaid *L. S.* aforeſaid. **In Witneſs**, &c.

covenants to repair the Premiſſes and grant a Leaſe,

for 14 Years, to be void on Notice.

Covenants to be therein.

The Tenant covenants that ſo ſoon as the Premiſſes are repaired, he will accept a Leaſe, and execute a Counterpart.

Agreement for quitting Premiſſes on Notice.

And alſo, That in caſe the ſaid *L. S.* ſhall be minded to leave the ſaid Premiſſes or Tenement at the Expiration of the ſaid Term of —— Years, or at any Time after, that then and in ſuch Caſe the ſaid *J. D.* or her Aſſigns, ſhall and will give or leave Notice or Warning thereof in Writing to or for the ſaid *A. H.* his Executors, Adminiſtrators or Aſſigns, within the Space of ſix Months next before the Expiration of the ſaid Term of —— Years, or any other further or longer Term as aforeſaid.

Proviſo in caſe of the Death of the Tenant.

Provided always, That if the ſaid *J. D.* ſhall happen to depart this Life before the ſaid *Michaelmas Day* next enſuing the Date hereof, then and in ſuch Caſe, theſe Preſents, and

every Article, Covenant, Agreement and Thing herein contained, ſhall be void and of none Effect. **In Witneſs** whereof the Parties aforeſaid to theſe Preſents interchangeably have ſet, *&c.*

An Agreement to repair and fit up a Houſe in the Manner particularly deſcribed therein, and to grant a Leaſe thereof, with Clauſes for Re-entry, Schedule of Goods, &c. and an Agreement for the Landlord to mend a Coach-way.

Articles, *&c.* **Between** *J. P.* of, *&c.* and *W. E.* of, *&c.*

FIRST of all, the ſaid *J. P.* in Conſideration that the ſaid *W. E.* is to accept of a Leaſe from him the ſaid *J. P.* of a Meſſuage, *&c.* now fitting up and finiſhing for a Term of, *&c.* at ſuch yearly Rent, and payable as herein after is mentioned, ſubject alſo to ſuch uſual Covenants on the Leſſee's Part as herein after is mentioned, doth hereby for himſelf, *&c.* covenant, *&c.* to and with the ſaid *W. E.* his, *&c.* in Manner, *&c.* That he the ſaid *J. P.* ſhall and will within, *&c.* at his own proper Coſts and Charges, fit up and finiſh the ſaid Meſſuage, *&c.* in a Workman-like Manner, and make the ſame fit and proper for a Tenant to come into and inhabit, and particularly to make and do, or cauſe to be made and done the ſeveral Things herein after mentioned, that is to ſay, *&c.* (*mentioning the Things to be done.*) **Alſo** the ſaid *J. P.* ſhall, *&c.* (*grant a Leaſe for Years, a Pepper Corn-Rent the firſt Year, and* 100 l. per Ann. *for the reſt, in the uſual Form.*) **In which** intended Leaſe ſhall be contained a Clauſe of Re-entry in caſe of Non-payment of the yearly Rent by the Space of 21 Days next after every Quarter or Feaſt Day whereon the ſame ought to be paid, as alſo a Power for the ſaid *W. E.* to pay the Ground Rent, payable to the original Landlord in reſpect of the ſaid Premiſſes, and to deduct the ſame out of his Rent; in which ſaid Leaſe is alſo to be contained a Schedule of the ſeveral Things before mentioned, and ſuch other Things as ſhall be fixed and put in the ſaid Meſſuage, *&c.* by the ſaid *J. P.* and not herein before mentioned, to be left at the End of the ſaid Term, as in the like Caſes are uſual, together alſo with ſuch uſual Covenants on the Leſſee's Part as in the like Caſes are accuſtomed, ſave only in the Covenant for upholding and ſupporting the Premiſſes, the Party and Foundation Walls belonging to the Premiſſes ſhall be excepted. **Alſo** the ſaid *J. P.* ſhall and will on, *&c.* pave and make the Way good, or cauſe, *&c.* from, *&c.* to, *&c.* ſo as the Coach of the ſaid *W. E.* may conveniently paſs and repaſs; **Alſo**, &c. (*Covenant to accept ſuch Leaſe, and execute a Counterpart, as in the Forms before.*) **In Witneſs**, &c.

The Tenant to fit up a Houſe.
The Particulars to be done.
A Leaſe to be granted.
What is to be contained therein.
Re-entry.
Ground Rent.
Schedule of Goods, *&c.*
Uſual Covenants.
Except, *&c.*
To make a Way good.

Agreement of a Steward or Rent-Gatherer in Behalf of the Landlord, to grant a Leaſe of a Houſe, repair, pave before the Door, and pay for Water, and all Taxes; and as to vacating the Leaſe on Warning, and concerning Goods and Furniture to remain in the Houſe.

Articles, &c. **Between** *A. C.* of, *&c.* on the Part and Behalf of *H. M.* of the one Part, and *C. E.* of, *&c.* of the other Part.

IMPRIMIS, It is agreed by and between the ſaid Parties, that the ſaid *A. B.* for and on the Behalf of the ſaid *H. M.* ſhall within, *&c.* grant, ſeal and execute a Leaſe to the ſaid *C. E.* of **All** that, *&c.* for the Term of, *&c.* to commence, *&c.* at the yearly Rent of ——, to be paid by the ſaid *C. E.* by even and equal quarterly Payments, and at the ſame Time the ſaid *C. E.* ſhall execute a Counterpart of the ſame Leaſe. **Item**, the ſaid *H. M.* or the ſaid *A. C.* on his Behalf, is to put the ſaid Premiſſes into good ſufficient and tenantable Repair, and is to keep the ſame in good Repair, during the ſaid Term, at the Charge and Expence of the ſaid *H. M.* and is alſo to keep the Pavement before the Houſe, and all other Things belonging to the ſaid Houſe, in good and ſufficient Repair during the ſaid Term; and is alſo to pay and diſcharge the Rent for the Water laid or to be laid into the ſaid Houſe, and all parochial and other Taxes, Charges and Aſſeſſments whatſoever, laid or charged, or to be laid or charged upon the ſaid Houſe. **Item**, It is alſo agreed that a Clauſe, Proviſo or Agreement ſhall he inſerted in the ſaid Leaſe, to enable the ſaid *C. D.* to vacate the ſaid Leaſe at the End of half the ſaid Term, upon giving ſix Months Notice in Writing under his Hand, to the ſaid *H. M.* or the ſaid *A. C.* before the End of half the ſaid Term, of ſuch his Intention to vacate the ſame. **Item**, It is alſo agreed, that in caſe the ſaid *A. C.* on the Behalf of the ſaid *H. M.* ſhall leave any of the Goods or Furniture in the ſaid Houſe, for the Uſe of the ſaid *C. E.* that a Schedule ſhall be made thereof, and annexed to the ſaid Leaſe, and a Covenant ſhall be inſerted

Agreement to grant a Leaſe.
Counterpart.
The Landlord to repair,
pave,
pay for Water, and Taxes.
Warning.
Agreement as to ſuch Goods and Furniture as ſhall be left

In the House with the Tenant.

ſerted in the ſaid Leaſe, that the ſaid *C. E.* ſhall repair and make good ſuch Goods and Furniture, and ſhall leave or deliver them to the ſaid *H. M.* or *A. C.* in as good Plight and Condition at the End of the Term, as they were in when left in the ſaid Houſe; and that if the ſaid *H. M.* or *A. C.* on his Behalf, ſhall think fit to take the ſaid Goods and Furniture, or any Part of them, out of the ſaid Houſe, at any Time or Times before the End of the ſaid Term, that then, upon Demand to be made by them, or either of them, of the ſame Goods and Furniture, or any Part or Parts of them, that the ſaid *C. E.* ſhall deliver all ſuch Goods or Furniture unto the ſaid *H. M.* or *A. C.* in the ſame or as good Plight or Condition as they were in when left in the ſaid Houſe, reaſonable Wearing only excepted.

Articles to make a Leaſe of another Houſe adjoining, &c. wherein a third Perſon on Behalf of Leſſor covenants, &c. in Conſideration of Money to be laid out in Repairs, &c.

Articles, &c. Between *T. W.* of *London*, Merchant, (for and on the Part and Behalf of *E. M.* of, *&c.*) of the one Part, and *W. F.* of, *&c.* Merchant, of the other Part.

E. M. ſeiſed in Fee of two Houſes adjoining.

W. F. has Occaſion to add them to that wherein he lives.

Whereas the ſaid *E. M.* is ſeiſed in Fee of and in divers Meſſuages, with their Appurtenances adjoining together, ſituate in *H.* Street aforeſaid, one of which is the now Dwelling Houſe of the ſaid *W. F.* and the other of them was late in the Occupation of *J. H.* deceaſed, and held by him by Leaſe, made from the ſaid *E. M.* whereof Part of the Term of Years thereby granted is now to come therein: **And whereas** the ſaid *W. F.* having Occaſion to add the ſaid other Meſſuages to his now Dwelling Houſe, and in Conſideration of the Sum of 210 *l.* to be now paid to him by the ſaid *T. W.* (on Behalf of the ſaid *E. M.*) to be laid out by the ſaid *W. F.* in new mending, ripping, tyling, plaiſtering, painting and glazing of both the ſaid Meſſuages, alſo for cleanſing, emptying the Vaults, Pavements, and the Streets, maintaining a Light out of a Compting-Houſe into Mr. *W.*'s Yard adjoining thereto, and making ſuch other Amendments, Alterations, Conveniencies and neceſſary Repairs, in and to both the ſaid Meſſuages and Premiſſes as he the ſaid *W. F.* in his Diſcretion ſhall think fit; he the ſaid *W. F.* hath agreed to take a Leaſe of both the ſaid Meſſuages and Premiſſes for the Term of 21 Years, to commence from *Chriſtmas Day* now next enſuing, determinable at the End of the firſt 14 Years, the ſame to be at the Option of *W. F.* his Executors and Adminiſtrators, at and under the yearly Rent of —— payable quarterly; the firſt, *&c.* in which ſaid Leaſe ſhall be contained ſuch uſual Covenants as are in *London* Leaſes, both on the Leſſor's and Leſſee's Part, (to wit,) that the Leſſee ſhall pay the ſaid yearly Rent, to repair and to yield up the ſaid Premiſſes (Fire excepted) and for Leſſor to enter and view, and give Order for Repair of Premiſſes, with a Covenant from Leſſor for Leſſee's quiet Enjoyment of Premiſſes under the ſaid Rent and Covenants, together with the uſual Power for Leſſee to re-enter, in caſe of Leſſee's Non-payment of the ſaid Rent, by the Space of 21 Days next after every Quarter-Day; and to the End ſuch Leaſe may be granted, he the ſaid *W. F.* hath agreed with Mr. *L. G.* (the Executor of the ſaid *J. H.*) for his aſſigning or ſurrendering up ſuch Term or Intereſt in the ſaid Leaſe granted to the ſaid *J. H.* as aforeſaid, as he the ſaid *L. G.* hath therein, unto the ſaid *E. M.* her Heirs or Aſſigns: **And whereas** the ſaid *T. W.* immediately before the executing of theſe Preſents, hath paid to the ſaid *W. F.* the ſaid Sum of 210 *l.* ſo to be laid out in Manner as aforeſaid, the Receipt of which ſaid Sum of 210 *l.* is by him the ſaid *W. F.* hereby acknowledged: **Now** the ſaid *T. W.* (for and on the Behalf of the ſaid *E. M.* and by virtue of a Power by her to him in that Behalf given) for himſelf, his Executors and Adminiſtrators,

Agreement to take a Leaſe.

Covenant from *T. W.* to execute a Leaſe to *W. F*

Doth hereby covenant and agree to and with the ſaid *W. F.* his Executors and Aſſigns, that the ſaid *E. M.* her Heirs or Aſſigns, ſhall and will on or before the —— Day of —— now next enſuing, duly execute and deliver a good and ſufficient Demiſe or Leaſe of the ſaid two Meſſuages, with their Appurtenances unto the ſaid *W. F.* his Executors, Adminiſtrators and Aſſigns, for the ſaid Term of 21 Years, to commence and determine in Manner as aforeſaid, **All** the ſaid yearly Rent of —— and with and under ſuch Exception, Covenants and Power of Re-entry, as are herein before mentioned and expreſſed: **And** the ſaid *W. F.* **Doth** hereby for himſelf, his Executors and Adminiſtrators, covenant and agree to and with the ſaid *T. W.* and his Aſſigns, in Manner as follows, *viz.* that he the ſaid *W. F.* on or before the ſaid * —— Day of ——— ſhall and will lay out or cauſe to be laid out the ſaid Sum of 210 *l.* or ſo much thereof as ſhall be ſufficient in the making of ſuch good and ſubſtantial Repairs, Alte-

Leſſee covenants to lay out 210 *l.* in Repairs.

rations

* A Receipt to be indorſed for the 210 *l.*

rations and Amendments, in and to the ſaid two Meſſuages and Premiſſes, in Manner as aforeſaid; **And alſo** ſhall and will (when required) produce and ſhew unto the ſaid *E. M.* her Heirs or Aſſigns, all and every the ſeveral Workmens Bills, with their reſpective Receipts for the making of ſuch Reparations, Alterations and Amendments in and to the Premiſſes; and in caſe the ſaid Sum of 210 *l.* ſhall not be ſo laid out, and there ſhall be a Surplus thereof, then and in ſuch Caſe, he the ſaid *W. F.* his Executors or Adminiſtrators, ſhall then pay all ſuch Surplus Money to the ſaid *E. M.* her Heirs or Aſſigns; **And further**, That he the ſaid *W. F.* ſhall and will accept of ſuch Leaſe ſo to be made to him as aforeſaid, and at the ſame Time ſhall and will ſeal, execute and deliver a Counterpart of ſuch Leaſe unto the ſaid *E. M.* her Heirs or Aſſigns: **And** it is hereby mutually Agreed between the ſaid Parties, that in caſe the ſaid Sum of 210 *l.* ſhall not be ſufficient to make ſuch neceſſary Repairs, as aforeſaid, and that the ſaid *W. F.* ſhall actually diſburſe, and by proper Vouchers make it appear, that he hath laid out of his own Monies above the ſaid 210 *l.* in ſo doing, then and in ſuch Caſe the ſame ſhall be allowed to him out of the firſt Rent to be by him paid as aforeſaid. (*A Penalty may be added as uſual.*) **In Witneſs**, &c.

and produce Workmens Bills.

Tenant to accept a Leaſe, and ſeal, &c. Counterpart.

If the 210 *l.* be not ſufficient, more to be allowed out of Rent.

An Agreement to let Houſes, &c. *and for the Sale of the Materials of the Houſes to be pulled down, and to execute a Leaſe of the Premiſſes.*

Articles of Agreement, indented, *&c.* **Between** *J. S.* of, *&c.* of the one Part, and *T. D.* of, *&c.* of the other Part, as followeth, (that is to ſay,)

The ſaid *J. S.* doth hereby let unto the ſaid *T. D.* his Executors, Adminiſtrators and Aſſigns, and the ſaid *T. D.* doth hereby take of the ſaid *J. S.* all, *&c.* for the Term of —— Years, from, *&c.* next enſuing the Date hereof, at the yearly Rent of —— payable quarterly; **And** the ſaid *J. S.* for and in Conſideration of the Sum of —— to be paid him by the ſaid *T. D.* as here under is mentioned, **Doth** hereby grant and ſell unto the ſaid *T. D.* **All** the Bricks, Timber, Lead, Glaſs Windows, Wainſcot, and other Materials of the Houſes and Buildings, now built and ſtanding on the ſaid demiſed Premiſſes, and of Right belonging to the ſaid *T. S.* and doth give him full Liberty to take down, carry away and diſpoſe thereof, to and for his own proper Uſe and Benefit; **And** the ſaid *J. S.* doth hereby for himſelf, his Heirs, Executors and Aſſigns, covenant, promiſe and agree, to and with the ſaid *T. D.* his Executors, Adminiſtrators and Aſſigns, that he the ſaid *J. S.* his Heirs or Aſſigns, on or before the, *&c.* will grant and execute unto the ſaid *T. D.* his Executors, Adminiſtrators or Aſſigns, at, *&c.* a good and ſufficient Leaſe of the ſaid Wharf and Premiſſes, with the Appurtenances for the aforeſaid Term of —— Years, at the yearly Rent of —— payable as aforeſaid; **In** which ſaid Leaſe ſhall be inſerted and contained all Covenants, Clauſes and Proviſoes, uſually contained in Leaſes of Wharfs in *London*, and a Covenant on the Part of the ſaid *T. D.* to pay unto the ſaid *J. S.* his Heirs or Aſſigns, the Sum of —— before he begins to take or pull down any Part of the ſaid Houſes or Buildings, now ſtanding on the ſaid Premiſſes; and likewiſe another Covenant from the ſaid *J. S.* his Heirs and Aſſigns, to repay the ſaid Sum of —— to the ſaid *T. D.* his Executors or Aſſigns, immediately after he or they ſhall lay out and diſburſe the ſaid Sum of —— in building and fitting up a new Houſe on the ſaid Premiſſes, or ſome Part thereof; **Which Leaſe** ſo to be granted as aforeſaid, the ſaid *T. D.* for himſelf, his Executors and Aſſigns, doth covenant and agree with the ſaid *J. S.* his Heirs and Aſſigns, to accept of, and at the ſame Time and Place ſeal and execute a Counterpart thereof to the ſaid *J. S.* his Heirs and Aſſigns. **In Witneſs**, &c.

Agreement for letting ſeveral old Houſes which are to be pulled down and new ones built, and that as ſoon as they are built, theſe Articles to be delivered up, and that in lieu thereof the Landlord ſhall grant new Leaſes of the ſame Houſes.

Articles, *&c.* **Between** *A. B.* of, *&c.* of the one Part, and *C. D.* of, *&c.* of the other Part, as follows, *viz.*

First of all, the ſaid *A. B.* in Conſideration that the ſaid *C. D.* his Executors, *&c.* at his or their own proper Coſts and Charges, is and are to pull down the Buildings herein after mentioned, and lay out the Sum of —— in the new erecting, building and compleatly finiſhing, upon the Piece or Parcel of Ground herein after mentioned, good new ſubſtantial Brick Meſſuages or Tenements, as alſo for and in Conſideration of the Rents, Covenants and Agreements herein after in and by theſe Preſents reſerved mentioned,

Conſideration.

tioned, and contained on the Part and Behalf of the ſaid *C. D.* his Executors, *&c.* to be paid, *&c.* **Hath** demiſed, leaſed, and to Farm letten, and by, *&c.* **Doth**, *&c.* **All** that, *&c.* (*Habendum*, *Reddendum*, *and Covenants*, *as in* **Leaſes**;) and that he the ſaid *C. D.* his, *&c.* ſhall and will within the Space of, *&c.* at his and their own proper Coſts and Charges, pull down and demoliſh all and every the ſaid Meſſuages or Tenements, now ſtanding or being in or upon the ſaid Piece or Parcel of Ground hereby demiſed, and ſhall and will in the Room and Place thereof, at his and their like proper Coſts and Charges, erect, build and finiſh, new good and ſubſtantial Brick Meſſuages or Tenements, in a good, ſtrong, ſubſtantial and Workman-like Manner, with good, ſound and ſubſtantial Materials, and with ſound and good Timber, and the Front of the ſaid new Meſſuages, and all and every the Walls and Backs of all the Chimneys of the ſaid ſeveral new Meſſuages, *&c.* ſhall be of good well burnt Bricks, and ſhall make, place, and put Saſh-Windows and no other, in all and every the Rooms which ſhall be one Story above the Ground Floor of the ſaid ſeveral new Meſſuages, *&c.* **And that** he the ſaid *C. D.* his, *&c.* ſhall and will lay out and expend the Sum of, *&c.* in erecting and building the ſaid, *&c.* as aforeſaid: **And further**, that he the ſaid *C. D.* his, *&c.* ſhall and will, in building upon the Premiſſes hereby demiſed, at his and their own proper Coſts and Charges, build the Party-Walls of all Sides of the ſaid new-erected Meſſuages, (if neceſſary) and after the ſame are ſo erected and built, he the ſaid *C. D.* his, *&c.* ſhall and will permit and ſuffer any of the Tenants of the ſaid *A. B.* his, *&c.* to make Uſe of ſuch Party-Walls, without rendering or paying any Thing or Conſideration for the ſame; **And alſo** that in caſe any Diſpute or Diſputes ſhall ariſe or happen between the ſaid *C. D.* his, *&c.* and any other Tenant or Tenants of the ſaid *A. B.* his, *&c.* of or concerning any Meſſuage or Meſſuages, Ground or Buildings near or next adjoining to the Premiſſes hereby demiſed, or any Part thereof, touching ſuch or any other Party-Wall or Walls, Lights, Annoyances, or any other Matter, Cauſe or Thing whatſoever, of, touching or concerning the Premiſſes hereby demiſed, and ſuch near or next adjoining Meſſuage, *&c.* that ſuch Diſpute or Difference ſhall be referred to the Arbitration and Determination of the ſaid *A. B.* his, *&c.* **And** that he the ſaid *C. D.* his, *&c.* ſhall ſtand to, perform and abide the Award or Order of the ſaid *A. B.* his, *&c.* in that Behalf, by him or them to be had and made in Writing under his or their Hand or Hands, or otherwiſe, in caſe the ſaid *C. D.* his, *&c.* ſhall not ſtand to, perform and abide ſuch Award or Order as aforeſaid, that then the ſaid *C. D.* his, *&c.* ſhall forfeit and pay unto the ſaid *A. B.* his, *&c.* the Sum of, *&c.* **And alſo** that he the ſaid *C. D.* his, *&c.* within one Month after the building and finiſhing of the ſaid new Meſſuages or Tenements ſhall and will give and render to the ſaid *A. B.* his, *&c.* a juſt and true Account thereof, and of all Diſburſements and Monies laid out and expended in and about the ſame, to the End that it may appear that ſuch Sum of —— hath been ſo laid out and expended: **And further** that he the ſaid *C. D.* his, *&c.* ſhall and will from Time, *&c.* from and after the ſaid new Meſſuages, *&c.* which ſhall be erected, built and finiſhed as aforeſaid, when and as often as need ſhall be and require, at his and their own proper Coſts and Charges, well and ſufficiently repair, *&c.* (*See* Tit. **Leaſes**. *At the End of the Term to leave Wainſcot*, &c. *faſtened to the Premiſſes*. *The Landlord to enter and view the Repairs*. *Covenant for peaceable Enjoyment*, &c. *as in* **Leaſes**.) **And laſtly**, It is hereby agreed by and between the ſaid Parties to, *&c.* and the ſaid *C. D.* for himſelf, his, *&c.* doth hereby covenant, *&c.* to and with the ſaid *A. B.* his, *&c.* that he the ſaid *C. D.* his, *&c.* when and as ſoon as he or they ſhall have pulled down the ſaid Premiſſes and rebuilt the ſaid Meſſuages, according to the true Intent and Meaning of theſe Preſents, ſhall and will ſurrender and yield up theſe Preſents, and in Lieu thereof accept of three Leaſes for the then Remainder of the ſaid Term of, *&c.* of the ſaid new erected Premiſſes; the ſaid new erected Premiſſes being equally divided into Thirds, and there being reſerved on each Leaſe the yearly Rent of, *&c.* and ſubject to the Covenants and Agreements contained in theſe Preſents (except thoſe for rebuilding and laying out —— *l.*) he the ſaid *A. B.* does hereby agree upon Demand of the ſaid *C. D.* his, *&c.* to grant the ſaid three Leaſes as aforeſaid, which ſaid Leaſes are to be made and prepared by the Agent or Attorney of the ſaid *A. B.* at the ſole Coſts and Charges of the ſaid *C. D.* his, *&c.* or ſome of them. **In Witneſs**, &c.

Leaſe. Covenants to pull down old Houſes and build new ones.

What the Tenant ſhall lay out in Building.

Party Walls to be made.

Diſputes to be referred to be Leſſor.

After the Houſes are rebuilt, an Account to be given of the Expences.

Tenant to keep them in Repair, *&c.*

Agreement that as ſoon as the Houſes are built the Tenant ſhall deliver up theſe Articles, and the Landlord ſhall grant new Leaſes.

A Memorandum for a Building Leaſe.

Memorandum, It is hereby mutually covenanted and agreed by and between *E. P.* of, *&c.* and *W. N.* of, *&c.* Carpenter, as follows, *viz.*

Imprimis, (In Conſideration that the ſaid *W. N.* hath agreed to build two or more new Brick Meſſuages or Tenements on the Piece of Ground herein after mentioned, and in ſuch Manner as after expreſſed) ſhe the ſaid *E. P.* as well for herſelf as alſo for and on the Behalf

Behalf of her Son *T. P.* Eſq; and for their reſpective Heirs and Aſſigns, **Doth** hereby covenant with the ſaid *W. N.* his Executors, Adminiſtrators and Aſſigns, as follows, (*viz.*) That it ſhall and may be lawful to and for the ſaid *W. N.* his Executors and Aſſigns, at his or their Charge forthwith wholly to pull and ake down the two old Houſes, and all Buildings now ſtanding upon the ſaid Piece of Ground, and all the Timber, Bricks and other Materials thereof to carry away, convert, ſell or diſpoſe thereof, to and for his and their own Uſe and Benefit, in ſuch Manner as he or they ſhall think fit, without being liable to render or give any Account for the ſame unto the ſaid *E. P.* and *T. P.* or either of them; **And** that they the ſaid *E. P.* and *T. P.* their Heirs or Aſſigns, ſhall and will at the Requeſt and Charge of the ſaid *W. N.* his Executors or Aſſigns, make and duly execute and deliver unto him and them, one or more good and ſufficient Leaſe or Leaſes, whereby the ſaid *E. P.* and *T. P.* their Heirs or Aſſigns ſhall demiſe and let unto the ſaid *W. N.* the ſaid Piece or Parcel of Ground ſituate, *&c.* containing the Dimenſions following, *viz.* On the Eaſt Side thereof 48 Feet, on the South-Side thereof 50 Feet, on the Weſt Side thereof 38 Feet and ſix Inches, and in Part on the North Side thereof 46 Feet and ſix Inches, and on the other North Part thereof 17 Feet and 11 Inches, be the ſame ſeveral Dimenſions reſpectively more or leſs, which ſaid Piece of Ground, together with the Abuttals thereof, are more particularly delineated and deſcribed in a Plan or Ground Plot thereof hereunto annexed; **To hold** unto the ſaid *W. N.* his Executors, Adminiſtrators and Aſſigns, from *Lady-day* now next enſuing the Date hereof, for and during, and unto the full End and Term of 61 Years from thence next enſuing; **Yielding and paying** therefore unto the ſaid *E. P.* and *T. P.* their Heirs and Aſſigns, for the firſt Year of the ſaid Term, the Rent of one Pepper-Corn only, and for the laſt 60 Years of the ſaid Term the yearly Rent or Sum of 15 *l.* the ſame yearly Rent to be paid quarterly on the four Feaſts or Quarter-Days following, *viz. &c.* by four equal Proportions; the firſt of which quarterly Payments to begin, *&c.* **In** which ſaid Leaſe or Leaſes ſhall be contained ſuch Covenants as are uſually inſerted in *London* Building Leaſes, as well on the Part of the Leſſors as of Leſſees, and alſo the uſual Proviſo or Condition for Leſſors to re-enter on the ſaid leaſed Premiſſes in caſe of Non-payment of the ſaid yearly Rent of 15 *l.* within 21 Days next after each Quarter's Rent due for the ſame. **Item,** The ſaid *W. N.* (in Conſideration of the Premiſſes) **Doth** hereby for himſelf, his Executors, Adminiſtrators and Aſſigns, covenant and agree with the ſaid *E. P.* her Heirs and Aſſigns, in Manner as follows, *viz.* That he the ſaid *W. N.* his, *&c.* ſhall and will, at his and their own proper Coſts and Charges, forthwith pull and take down the ſaid two old Meſſuages or Tenements now ſtanding on Part of the ſaid Ground, and clear away all the old Materials thereof; and alſo, That he the ſaid *W. N.* his, *&c.* or ſome or one of them ſhall and will, at his and their liſte proper Coſts and Charges, on or before the, *&c.* erect, build, ſet up, tile, and in all Reſpects completely finiſh in a good Workman-like Manner, upon the ſaid Piece of Ground ſo to be demiſed as aforeſaid, or upon ſome Part thereof, two or more good and ſubſtantial new Brick Meſſuages, Tenements or Dwelling Houſes, with Cellars and Vaults of ſuch proper Dimenſions, and with ſuch Party-Walls, Conveniencies and other Neceſſaries to the ſame as ſhall be requiſite and fitting, according to the Manner of building new Houſes, as now uſed in *London*; **And** that the ſaid two new Houſes ſhall be built in Front next the ſaid Court, to range with the ſaid two new Meſſuages there now built by the ſaid ———, and that as to the uppermoſt of the ſaid two Houſes, ſo to be built, the ſame ſhall not exceed, extend or be above two Feet forward in Building than the ſaid Houſe there adjoining on the Weſt, and lately purchaſed by *W. W.* **And** alſo that he the ſaid *W. N.* his Executors, Adminiſtrators or Aſſigns, on the making to him or them of ſuch Leaſe as aforeſaid, ſhall at his or their Charge then duly execute and deliver a Counterpart of ſuch Leaſe to the Leſſor thereof. **And laſtly,** That ſuch Leaſe ſhall be made by ſuch Perſon or Perſons as ſuch Leſſor ſhall direct or appoint to make the ſame. **In Witneſs,** &c.

Agreement between a Company in London *and a Bricklayer, for executing a Building Leaſe.*

At a General Court of the Worſhipful Company of *M. London*, held at their Hall on —— the —— Day of —— *Anno Domini* ——.

It is agreed and granted, That *J. L.* of, *&c.* Citizen, Tiler and Bricklayer, of *London*, ſhall have a Leaſe of the Ground and old Houſes ſtanding thereon, ſituate, *&c.* (late in Leaſe to *S. T.* Eſq;) **To hold** for fifty-one Years from *Midſummer* 17 . **Yielding and paying** therefore to the ſaid Company, by quarterly Payments, the Rent or Sum of 32 *l. per Ann.* during the ſaid Term, free and clear of all Manner of Taxes, aſſeſſed or to be aſſeſſed by Authority of Parliament or by any other Power or Authority whatſoever, which

ſaid Taxes are to be paid and diſcharged by the Tenant during the ſaid Term: **And** the ſaid *J. L.* in Conſideration thereof, doth hereby covenant for himſelf, his Executors, Adminiſtrators and Aſſigns, to and with the ſaid Company and their Succeſſors, that he the ſaid *J. L.* his Executors, Adminiſtrators or Aſſigns, or ſome of them, ſhall and will within two Years from the Date hereof, lay out and expend the Sum of 700 *l.* of lawful *Britiſh* Money, in rebuilding the ſaid Houſes, and alſo ſhall and will employ the old Materials in and about rebuilding the ſame; and will ſchedule all the Things fixed or faſtened to the Premiſſes when the Building is finiſhed, and the Leaſe is to contain theſe and ſuch other Covenants as are contained in the laſt Leaſe made of the Premiſſes, and will execute a Counterpart thereof upon Demand, and pay the accuſtomary Fees for the ſame: **And** *W. R.* of, *&c.* Eſq; for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, promiſe and agree to and with the ſaid Company and their Succeſſors, that the ſaid *J. L.* or the ſaid *W. R.* or one of them, or their or ſome or one of their Executors or Adminiſtrators, ſhall and will expend and lay out the ſaid 700 *l.* of lawful *Britiſh* Money, in rebuilding the ſaid Houſes within two Years from the Date hereof; and when the Building is finiſhed, will ſchedule all the Things to the ſaid Leaſe which is to contain theſe and ſuch other Covenants as were contained in the laſt Leaſe made of the Premiſſes; and further, the ſaid *J. L.* or *W. R.* their Executors, Adminiſtrators or Aſſigns, or ſome or one of them, ſhall and will, during the ſaid Term, pay the ſaid Rent of 32 *l. per Ann.* as the ſame ſhall become due, in Manner aforeſaid, and obſerve, perform and keep all other the Covenants in the ſaid Leaſe to be made to the ſaid *J. L.* **In witneſs** whereof the ſaid *J. L.* and * *W. R.* bind themſelves, their Heirs, Executors and Adminiſtrators, unto the ſaid Wardens and Commonalty and their Succeſſors, in the penal Sum of 500 *l.* the Day and Year aboveſaid.

* See Tit. **Bonds** for *W. R.*'s Bond of Indemnity.

An Agreement for the Leſſor to make a Leaſe of ſeveral Cloſes of Meadow for the Remainder of his Term of Years unexpired, except one Month, the Leſſee to pay the Leſſor on being put in Poſſeſſion for the Leſſor's Improvements; to pay Rent, to dung the Ground, Repair, but not to dig for Gravel, &c. *and that if the Leſſor takes a new Leaſe, he ſhall likewiſe make a new Leaſe to his Leſſee, and to make a Leaſe of other Leaſehold Premiſſes, of which the Tenant is ejected.* Habend. *from the Time of his being reſtored, he having for Non-payment of Rent filed a Bill in Chancery, for Relief; the Tenant's Leſſee to pay off the Arrears to the Original Landlord; Liberty to dig for Gravel,* &c.

Articles, &c. Between *B. K.* of, *&c.* and *M. L.* of, *&c.*

Original Leaſe.

Improvements.

Agreement to make an Under Leaſe.

Covenant to pay for Improvements.

Rent.

Dung.

Repairs.

Taxes.

Not to dig for Gravel, *&c.* or to plough, *&c.* the Premiſſes.

Agreement as to a new Leaſe.

Whereas the ſaid *B. K.* is poſſeſſed by virtue of a Leaſe from *R. J.* of, *&c.* for ſeveral Years yet to come, of and in all that Field or Meadow, *&c.* two other Fields, *&c.* (*giving a Deſcription.* See Tit. **Parcels.**) **And whereas** the ſaid *B. K.* hath improved the ſaid Lands by laying Dung thereon and otherwiſe: **Now it is agreed** by and between the ſaid Parties to theſe Preſents, and the ſaid *B. K.* doth hereby agree to demiſe unto the ſaid *M. L.* the ſaid Fields, *&c.* for and during all the Time and Term of Years, which the ſaid *B. K.* hath therein yet to come, except one Month, to commence at, *&c.* **In Conſideration** whereof, the ſaid *M. L.* doth covenant and agree to pay down to the ſaid *B. K.* upon the ſealing and executing the ſaid Leaſe by the ſaid *B. K.* or upon his being put in Poſſeſſion of the ſame, the Sum of —— *l.* of, *&c.* in Recompence and towards Satisfaction of ſuch Improvements as the ſaid *B. K.* hath made on the Premiſſes: (M. L. *covenants to pay Rent*): **And** the ſaid *M. L.* doth agree to lay or cauſe to be laid yearly in each of the three laſt Years of the ſaid Term, hereby agreed to be let, —— Loads of Dung upon each —— Acres of the Premiſſes hereby agreed to be demiſed; **And** to keep the Fences, Gates, Rails, Poſts and Stiles in good Repair during the ſaid Term; **And** ſo to yield up and leave the ſame at the End and Determination of the ſaid Term; **And** to pay all Taxes, Duties and Impoſitions laid or to be laid on the Premiſſes during the ſaid Term: **And** the ſaid *M. L.* doth alſo agree not to dig for Gravel or Brick Earth, or to plough or convert into Tillage any of the ſaid Premiſſes ſo to be demiſed; and if he ſhall ſo do, to forfeit —— *l. per* Acre for every Acre yearly, which he ſhall dig or convert into Tillage as aforeſaid: **And** the ſaid *B. K.* doth hereby agree, that in caſe he ſhall at any Time hereafter take any new Leaſe of the ſaid Premiſſes from the ſaid, *&c.* that then he the ſaid *B. K.* ſhall and will make a new Leaſe thereof to the ſaid *M. L.* at and under the ſame yearly Rent which the ſaid *B. K.* now pays to the ſaid *R. J.* for the ſame, and for and during the Term of ſuch new Leaſe, except a Month or thereabouts, without any Fine or Income to be

b paid by the ſaid *M. L.* for ſuch Leaſe; and the ſaid *M. L.* is to hold the ſame under the ſame Covenants as the ſaid *B. K.* ſhall be obliged to hold the ſame by and from the ſaid *R. J.* his, *&c.* **And whereas** the ſaid *B. K.* in Right of *F.* his Wife, who was the Relict and Executrix of *C. B.* by virtue of a Leaſe from *M. W.* and *R. W.* unto the ſaid *C. B.* is poſſeſſed of or intereſted in *All* thoſe Cloſes, *&c.* late in the Tenure or Occupation of the ſaid *B. K.* **And whereas** the ſaid *B. K.* or thoſe under whom he claims, have built and erected upon Part of the ſaid Premiſſes, a Meſſuage, Tenement or Inn, now called, *&c.* **And whereas** the ſaid *M. W.* and *R. W.* have lately entered upon and taken Poſſeſſion of the ſaid Premiſſes by virtue of a Judgment in Ejectment for Non-payment of the Rent reſerved on the ſaid Leaſe, and the ſaid *B. K.* hath exhibited his Bill in Chancery to be relieved againſt the ſame: **Now it is agreed** between the ſaid *B. K.* and *M. L.* (*to demiſe the ſaid laſt mentioned Premiſſes*): **To have and to hold** the ſame from the Time that the ſaid *B. K.* ſhall be reſtored to the Poſſeſſion thereof by the ſaid Court of Chancery, for and during all ſuch Time or Term as ſhall be then to come in the ſaid Leaſe, except one Quarter of a Year, and under the yearly Rent hereafter mentioned, and under the ſame Covenants as are contained in the ſaid Leaſe or on the Leſſee's Part to be done or performed, and the Agreements in theſe Preſents contained: **And** the ſaid *B. K.* doth agree to put the ſaid Meſſuage or Tenement and Out-houſes thereunto belonging, in good and tenantable Repairs: **And** the ſaid *M. L.* doth covenant and agree to pay, or cauſe to be paid, unto the ſaid *B. K.* his, *&c.* for the ſaid Meſſuage or Inn the yearly Rent or Sum of, *&c.* by quarterly Payments, at, *&c.* and alſo to pay for the ſaid Fields or Cloſes of Paſture Ground, the yearly Rent of —— *l. per* Acre *per Annum* for every Acre thereof, by quarterly Payments, as aforeſaid. **And** the ſaid *M. L.* doth covenant and agree to keep and leave the ſaid Meſſuage or Inn, and Out-houſes, Sheep-pens, Gates, Stiles, Rails and Fences, in good and ſufficient Repair. **And** it is further agreed by and between the ſaid Parties to theſe Preſents, that the ſaid *B. K.* ſhall have Liberty to dig Gravel in the Field commonly called, *&c.* Parcel of the Premiſſes hereby demiſed, or intended to be demiſed, at all Times during the ſaid Term, and Liberty to fetch and carry away the ſame. **And** the ſaid *B. K.* is to fill up the Pits again from Time to Time with good Earth or Soil, at his own Charge, and to pay or allow out of the Rent of the ſaid Cloſes —— *l.* yearly for every Acre that he ſhall ſo dig, or cauſe to be dug, for Gravel; ſo proportionably for a greater or leſſer Quantity than an Acre, until the ſame ſhall be filled up again. **And** it is further agreed, that the ſaid *M. L.* ſhall have ready and pay down —— *l.* for and upon the Account and Behalf of the ſaid *B. K.* at ſuch Time and Place as the Court of Chancery ſhall appoint and direct the ſaid *B. K.* to pay ſuch Sum of Money as ſhall be due and in Arrear to the ſaid *R. W.* and *M. W.* or either of them, for Rent of the Premiſſes above mentioned, with other Lands demiſed by them by the Leaſe before mentioned. **And** the ſaid *B. K.* is to give to the ſaid *M. L.* ſuch Security for the Re-payment thereof and Intereſt, as both Parties ſhall agree upon and think ſufficient. **In Witneſs**, &c.

Recital of Right to other Leaſehold Premiſſes; which is built upon; but the Tenant is ejected for Non payment of Rent.

Agreement to demiſe the Premiſſes as ſoon as reſtored.

To be put in Repairs.

Rent.

Premiſſes to be left in Repair.

Liberty to dig Gravel.

Pits to be filled up.

The Under-Leſſee to pay the Original Landlord his Money.

Security to be given him for ſuch Money.

An Agreement for making an Aſſurance of Land in Fee under a yearly Rent, for the Grantee to build a Houſe thereupon, with ſpecial Limitations how it ſhall be built, as to Height, Front, Pavement, &c.

Articles, &c. **Between** *H. E.* of, *&c.* of the one Part, and *A. S.* of, *&c.* of the other Part, as follows:

FIRST, That the ſaid *H. E.* and his Truſtees ſhall and will, at the Requeſt, Coſts and Charges of the ſaid *A. S.* by good Aſſurance in the Law, convey and aſſure to him the ſaid *A. S.* **All** that Piece or Parcel of Ground, *&c.* in the Pariſh of, *&c.* in the County, *&c.* containing in Front —— Feet, and in Depth backwards —— Feet, lying between the other Ground of the ſaid *H. E.* on the South, and other Ground of the ſaid *H. E.* on the North; one Head or End thereof abutteth upon the intended Piazza there towards the Eaſt, and the other Head or End thereof abutteth upon the Yards or Gardens of, *&c.* towards the Weſt, and all the Eſtate, *&c.* in or to the ſaid, *&c.* or of, in or to any Part or Parcel thereof; except and always reſerved to the ſaid *H. E.* his Heirs and Aſſigns, free Liberty of Ingreſs, Egreſs and Regreſs into and from the Stables of the ſaid *A. S.* belonging to his ſaid Houſe already built there, with his and their Servants, Horſes, Coaches and other Carriages of all Kinds whatſoever, in, by and through a Way or Paſſage made, or intended to be made, at the lower End of the ſaid Piece or Parcel of Ground, *&c.* of about —— Feet wide; **To have and to hold** the ſaid Piece or Parcel of Ground, except as before excepted, unto the ſaid *A. S.* his Heirs and Aſſigns, to the only Uſe and Behoof of the ſaid *A. S.* his Heirs and

Covenant to grant.

Exception.

Habend' in Fee.

Aſſigns for ever; **Yielding and paying** therefore to the ſaid *H. E.* his Heirs and Aſſigns yearly and every Year for ever, the yearly Rent or Sum of, *&c.* always at the Feaſts of, *&c.* by even, *&c.* the firſt Payment, *&c.* (*Inſert here, that in ſuch Aſſurance there ſhall be Clauſes of Diſtreſs and Re-entry, and the Tenants covenant to pay the Rent.*) **And** that he the ſaid *H. E.* his Heirs and Aſſigns, ſhall not be interrupted in coming to the ſaid Stables, Yard and Houſe of the ſaid *H. E.* in, by and through the intended Way aforeſaid, by him the ſaid *A. S.* his Heirs or Aſſigns, or any claiming or deriving Title to the Premiſſes, by, from or under him, them or any of them. **And** the ſaid *A. S.* for himſelf, *&c.* doth covenant, *&c.* to and with the ſaid *H. E.* his, *&c.* by theſe Preſents, that he the ſaid *A. S.* his, *&c.* ſhall and will at his and their own proper Coſts and Charges, erect and build, or cauſe to be erected and builded, in and upon the ſame Piece or Parcel of Ground, before the, *&c.* which ſhall be in the Year of our Lord, *&c.* one ſufficient Houſe of Brick —— Stories high, beſides the Cellars and Garrets, fronting to the aforeſaid, *&c.* that ſhall take up in a continued Building the whole Front of the ſaid Ground, to range in a ſtrait Line with the Houſes of the ſaid *H. E.* already built there on that Side of the ſaid intended Piazza; and in building the ſaid Houſe ſhall and will obſerve and keep ſuch Scantlings in his Timber, Thickneſs in his Walls, Height of his Stories, and Ornaments in his Front, as was obſerved and kept by the ſaid *H. E.* in building of his Houſe, ſituate in the Eaſt Side of the intended Piazza called, *&c.* with Liberties only to erect Balconies, and to place the Door of Entrance into the ſaid Houſe in the Middle of the Front, or at one End thereof; and that the Roof of the ſaid Houſe ſhall be ſo pitched as that it ſhall ſhed forwards the ſaid intended Piazza, with Windows therein as in the Roof of the Houſe of the ſaid *H. E.* and that he the ſaid *A. S.* his Heirs and Aſſigns, ſhall and will reimburſe and pay to the ſaid *H. E.* his Executors and Aſſigns, the whole Charge of ſo much of the Common Sewer or Drain of Bricks as lieth before the Front of the ſaid Piece of Ground in the ſaid intended Piazza, and ſhall and will bear and pay a juſt and due proportionable Part of the Charges of making and paving of the ſaid intended Way, or Paſſage, to be made at the Weſt End of the ſaid Piece of Ground, from the Yard of the ſaid *H. E.* to the Street there called, *&c.* according as 44 Feet ſhall bear in Proportion to 200 Feet, which is the whole Front of that Quarter; and alſo juſt and due proportionable Part (to be accounted as aforeſaid) of the Charges of keeping and maintaining the ſaid intended Way or Paſſage in due and good Repair, and alſo of the making and maintaining a ſmall Sewer or Drain of Bricks to be laid in the ſaid intended Way or Paſſage, for the carrying off the waſte Water from the Houſes built or to be built there, between the ſaid Street called, *&c.* and the ſaid Houſe of the ſaid *H. E.* And ſhall and will pave the intended, *&c.* —— Feet in Breadth all along before the Front of the ſaid Piece of Ground hereby agreed to be granted, —— Feet whereof, adjoining to the ſaid intended Houſe, ſhall be with ſquare Stone, and raiſed about —— Inches above the other Paving; and ſhall and will pay for the Party-Walls and Gutters on the North and South Sides of the ſaid Piece of Ground, and at the Weſt End thereof, ſo ſoon as he or ſhe ſhall begin to build the intended Front Houſe aforeſaid; and ſhall and will begin to erect and build the ſaid Houſe to front the intended Piazza, immediately from the Date of theſe Preſents, or otherwiſe will forfeit the Sum of, *&c. Nomine Pœnæ.* **And** the ſaid *H. E.* for himſelf, his, *&c.* doth covenant, *&c.* to and with the ſaid *A. S.* his, *&c.* by theſe Preſents, that he the ſaid *H. E.* his, *&c.* his and their Truſtees, ſhall and will, upon Requeſt as aforeſaid, and at the proper Coſts and Charges in the Law of the ſaid *A. S.* his, *&c.* convey and aſſure the ſaid, *&c.* and Premiſſes to him the ſaid *A. S.* his, *&c.* in Manner aforeſaid, with Warranty, and Covenants againſt him and them, his and their Truſtees reſpectively, and all Perſons lawfully claiming, or to claim, by, from or under him or them reſpectively; and with further Covenants from the ſaid *H. E.* to pay and diſcharge to the King's Majeſty, his Heirs and Succeſſors, all ſuch Rents, and Arrears of Rents, as are reſerved out of the ſaid Premiſſes, with other the Lands of the ſaid *H. E.* in, *&c.* aforeſaid, and now are, or hereafter ſhall or may be due and payable for the ſame, ſo that the ſaid Piece and Parcel of Ground, nor the Houſe thereupon ſo to be builded, may not be any Ways charged with the ſame, or any Part thereof. **In Witneſs**, &c.

Rent.

Not to be interrupted in a Way.

Covenant that Grantee will build a Houſe on the Ground.

The Front Scantlings in Timber, Thickneſs in Walls, Height in Stories, Door, Roof.

Common Sewer.

Proportionable Part of Charges.

Pavement.

When to be built.

Nomine Pœnæ.

Covenant to convey the Premiſſes.

Rents to the King.

Concerning paſſing Crown Lands leaſed in Reverſion under the Great Seal, &c.

Articles, &c. **Between** *A. B.* of, *&c.* and *C. D.* of, *&c.*

Whereas it hath been pleaſed the King's moſt excellent Majeſty, of his gracious Favour, to beſtow upon the ſaid *A. B.* a Leaſe in Reverſion, without Fine, to his own Uſe, of ſo much of his Highneſs's Lands, Tenements, *&c.* anſwerable in the Court of Exchequer, as ſhall amount to the clear yearly Value of 80 *l.* or thereabouts, as by a Warrant in that Behalf made

made may appear, which ſaid Warrant and Leaſe in Reverſion, and all the Benefit that thereof ſhall or may ariſe, the ſaid *A. B.* **Doth** by theſe Preſents, for the Conſideration hereafter expreſſed, bargain and ſell unto the ſaid *C. D.* his, *&c.* and which ſaid Leaſe in Reverſion the ſaid *C. D.* for him, his, *&c.* doth covenant and grant, by theſe Preſents, to fill and ſupply with Lands, Tenements and Hereditaments amounting to the Value aforeſaid, with as much convenient Speed as he can or may. **And** the ſaid *A. B.* doth by theſe Preſents for himſelf, his, *&c.* covenant and grant to and with the ſaid *C. D.* his, *&c.* in Form following, *viz.* That it may and ſhall be lawful to and for the ſaid *C. D.* his, *&c.* for and under the Conſideration hereafter mentioned, to have, take and enjoy to his and their own proper Uſe and Behoof, the ſaid Warrant and Leaſe in Reverſion, and all the Benefit, Profit and Commodity which ſhall ariſe, come, grow or be upon the ſame, or for, by Means or in Reſpect thereof, and that he the ſaid *A. B.* his, *&c.* or ſome of them ſhall and will with all convenient Expedition, after the ſame Value is ſo filled up and ingroſſed in Parchment, and ready to be ſigned, at his or their own Coſts and Charges, procure his Majeſty to ſign the ſame, and the ſame Bill ſo ſigned ſhall deliver, or cauſe to be delivered unto the ſaid *C. D.* his, *&c.* which ſaid Bill, ſo ſigned and delivered to the ſaid *C. D.* as aforeſaid, he the ſaid *C. D.* for him, his, *&c.* doth covenant and grant at his, her or their own proper Coſts and Charges, with as much convenient Speed as he or they can or may, to paſs from his Majeſty under the Signet, Privy Seal and Great Seal. **And further**, the ſaid *A. B.* doth by theſe Preſents covenant and promiſe for him, his, *&c.* to and with the ſaid *C. D.* his, *&c.* that if the ſaid Leaſe in Reverſion ſhall be granted from his Majeſty in the Name or Names of them the ſaid *A. B. E. F.* or any of them, or of any other Perſon or Perſons by his Appointment, or to or for his Uſe, that then they the ſame Patentee or Patentees to whom the ſame Letters Patent ſhall be ſo granted, their *&c.* ſhall and will, at the Coſts and Charges in the Law of the ſaid *C. D.* his, *&c.* within ten Days next after the ſaid Leaſe in Reverſion ſhall be paſſed under the Great Seal of *England* as aforeſaid, convey or cauſe to be conveyed the ſaid Leaſe in Reverſion, and all and every the ſeveral Parcels of Lands, Tenements and Hereditaments thereby demiſed and granted, and all their Eſtate and Intereſt in and to the ſame, unto the ſaid *C. D.* his, *&c.* or to ſuch other Perſon or Perſons as he the ſaid *C. D.* his, *&c.* ſhall nominate and appoint in ſuch Sort, Manner and Form, as in like Caſes is uſed: **In Conſideration** whereof the ſaid *C. D.* doth covenant, promiſe and grant for himſelf, his, *&c.* by theſe Preſents, to and with the ſaid *A. B.* his, *&c.* and every of them, in Manner, *&c.* that if the ſame Premiſſes ſhall be paſſed and granted from his Majeſty under the Great Seal of *England* for the Term of 20 Years, that then he the ſaid *C. D.* his, *&c.* ſhall and will pay or cauſe to be paid unto the ſaid *A. B.* his, *&c.* ſo much lawful, *&c.* as the Premiſſes which ſhall be paſſed and granted from his Majeſty by Letters Patent as aforeſaid ſhall amount unto, after the Rate of 11 Years Fine; and that if the ſame Premiſſes ſhall be paſſed as aforeſaid for the Term of 30 Years, that then the ſaid *C. D.* his, *&c.* ſhall pay or cauſe to be paid unto the ſaid *A. B.* his, *&c.* ſo much lawful, *&c.* as the ſame Premiſſes ſhall amount unto after the Rate of 13 Years Fine; and that if, *&c.* (*reciting at Length every Rate and Fine accordingly, paying for every ten Years Increaſe two Years Fine,*) and that all ſuch Sum and Sums of Money as ſhall ariſe or be payable after the Rate aforeſaid, ſhall be paid at or in, *&c.* the one Moiety thereof within ten Days next after the Sealing of the ſaid Letters Patent, and the other Moiety thereof within three Months then next following.

Another Agreement for paſſing a Leaſe of Lands granted by the Crown in Reverſion.

FIRST, Whereas the ſaid *E. F.* hath already delivered unto the ſaid *C. D.* a Particular in Parchment under the Hand of *J. H.* Auditor of the County of *C.* of a Meſſuage or Tenement called *E* in the ſame County, Parcel of the Manor of *S.* and Parcel of the Poſſeſſions of the Biſhoprick of *Ely*, of the yearly Rent of 4 *l.* of lawful Money of *England*, the ſaid *C. D.* for him, his Executors and Adminiſtrators, doth covenant and grant to and with the ſaid *E. F.* his Executors and Aſſigns, by theſe Preſents, that the ſame *C. D.* ſhall and will do his beſt Endeavour, with as much convenient Speed as he can or may, to procure and get the ſame Premiſſes, with their Appurtenances, to be paſſed and granted at the Rent aforeſaid, amongſt other Things, in Reverſion from his Majeſty, by Letters Patent under the Great Seal of *England*, for ſuch Term of Years as his Highneſs ſhall be pleaſed to grant: **In Conſideration whereof** the ſaid *E. F.* for himſelf, his, *&c.* doth covenant and grant to and with the ſaid *C. D.* his, *&c.* by theſe Preſents, in Manner and Form following, *viz.* That if the ſame Premiſſes ſhall be granted from her Majeſty by Letters Patent as aforeſaid for the Term of 21 Years in Reverſion, that then he the ſaid *E. F.* his, *&c.* ſhall and will well and truly pay, *&c.* unto the ſaid *C. D.* his, *&c.* ſo much lawful Money of *England* as the Premiſſes aforeſaid ſhall amount unto, after the Rate of 13 Years Fine; and if for 30 Years, then after the Rate of 15 Years Fine; and

if

if for 40 Years, then after the Rate of 17 Years Fine; and if for 50 Years, then, &c. (*as before*) and that all ſuch Sum and Sums of Money as ſhall ariſe and grow due after the Rate aforeſaid, ſhall be paid unto the ſaid *C. D.* his, &c. at or in, &c. in Manner and Form following, that is to ſay, The one Moiety thereof within ten Days after the Enſealing of the Letters Patent aforeſaid, and the other Moiety thereof, together with the ordinary Coſts and Charges for the paſſing of the Premiſſes within ten Weeks then next following; upon the Payment of which firſt Moiety the ſaid *C. D.* doth covenant and grant for him, his, &c. by, &c. to and with the ſaid *E. F.* his, &c. and every of them, that the Patentee or Patentees to whom the ſame Premiſſes ſhall be ſo paſſed by Letters Patent as aforeſaid, ſhall and will, at the Coſt and Charges in the Law of the ſaid *E. F.* his, &c. convey and aſſure all and ſingular the ſame Premiſſes above mentioned, and every Parcel thereof, with the Appurtenances, unto the ſaid *E. F.* his, &c. or to ſuch other Perſon or Perſons as he or they ſhall nominate or appoint, clearly diſcharged of all Incumbrances done by the Patentee, in ſuch Manner and Form, and with and under ſuch Covenants, Clauſes and Agreements, as in like Caſes is uſed; the ſaid *E. F.* his &c. then making and giving unto the ſaid *C. D.* his, &c. ſuch good and ſufficient Security for the Payment of the Moiety of the Sum and Sums of Money, Coſts and Charges aforeſaid, as the ſaid *C. D.* his, &c. ſhall then like of and accept. **In Witneſs**, &c.

To make an Aſſignment of a Leaſe.

Articles, &c.

Whereas *J. B.* hath by his Deed indented, dated, &c. demiſed, granted, and to Farm letten unto the ſaid *A. A.* **All** that Meſſuage, &c. **To have and to hold** to him the ſaid *A. B.* his, &c. (*reciting the Leaſe*) as by the ſaid Deed indented more fully appears: **Now** the ſaid *A. B.* for and in Conſideration, &c. doth hereby for himſelf, &c. that he the ſaid *A. B.* before the —— Day of —— ſhall and will, at the Coſt and Charges of him the ſaid *C. D.* his, &c. by Deed indented aſſure, aſſign and grant over to the ſaid *C. D.* his, &c. the ſaid Meſſuage, &c. and all his Eſtate, Right, Title and Demand therein; **To have and to hold** to the ſaid *C. D.* his, &c. during the Reſidue of the ſaid Term of Years then to come, of, in and to the ſame, by virtue of the ſaid Deed indented under the Rents, Covenants and Agreements therein ſpecified. **In Witneſs**, &c.

An Agreement for aſſigning the Remainder of a Term of Years to attend the Fee.

Articles, &c. **Between** *J. A.* of, &c. of the one Part, and *S. F.* of, &c. of the other Part.

Leaſe. **Imprimis, Whereas** by Indenture bearing Date, &c. made or mentioned to be made between *T. S.* of, &c. of the one Part, and *J. C.* of, &c. of the other Part, **The** ſaid *T. C.* for the Conſiderations therein mentioned, **Did** demiſe and grant unto the ſaid *J. C.* all that Meſſuage, &c. unto the ſaid *J. C.* his, &c. **From**, &c. **Unto** the full End and Term of 21 Years from thence next enſuing, **At** and under the yearly Rent of, &c. payable, &c.

Premiſſes by meſne Aſſignments veſted in *J. A.* as in and by the ſaid Indenture of Leaſe, Relation, &c. **And whereas** the Eſtate and Intereſt of the ſaid *J. C.* in and to the ſaid Premiſſes for the Remainder of the ſaid Term of 21 Years, is by mean Aſſignments come unto and legally veſted in the ſaid *J. A.* **And whereas** the ſaid *T. S.* has ſince conveyed the Inheritance of the ſaid Premiſſes unto the ſaid *S. F.* and his Heirs:

Agreement. **Now it is hereby agreed** by and between the ſaid Parties to theſe Preſents, and the ſaid *J. A.* for himſelf, his, &c. doth covenant, &c. to and with the ſaid *S. F.* his, &c. by theſe Preſents, that he the ſaid *J. A.* and all other Perſon and Perſons having or claiming any Eſtate, Title or Intereſt in the ſaid Premiſſes, by, from or under him, or the ſaid *J. C.* ſhall and will on or before, &c. next, for the Conſiderations hereafter mentioned, grant, bargain, ſell, aſſign and ſet over unto the ſaid *S. F.* his, &c. or to ſuch other Perſon or Perſons as he ſhall appoint, the ſaid recited Indenture of Leaſe, and all his and their Eſtate, Title, Intereſt and Term of Years yet to come and unexpired, Claim and Demand whatſoever in and to the ſaid Meſſuage, or Tenements and Premiſſes, with the Appurtenances, by virtue of the ſaid recited Indenture of Leaſe, or otherwiſe howſoever, by ſuch Conveyance as Counſel ſhall adviſe: **In Conſideration** of ſuch Aſſignment the ſaid *S. F.* doth hereby covenant, promiſe and agree to pay, or cauſe to be paid unto the ſaid *J. A.* his, &c. the Sum of, &c. on the ſaid Day of, &c. next, deducting thereout all ſuch Sum and Sums of Money as are due and in Ar-

rear unto the ſaid *S. F.* of the ſaid yearly Rent of, *&c.* payable by the ſaid recited Indenture of Leaſe until, *&c.* next, which the ſaid *J. A.* doth hereby promiſe and agree ſhall be thereout deducted accordingly. **In Witneſs**, &c.

An Agreement to aſſign a Leaſe as a collateral Security for a Debt.

Whereas, *&c.* (*Recital of being ſeiſed of Premiſſes for —— Years*) **And whereas I** have this Day borrowed of *T. P.* of, *&c.* the Sum of, *&c.* for which I have entered into a Bond in the Penalty of, *&c.* conditioned for the Payment of, *&c.* on, *&c.* and have left in his Cuſtody the Title Deeds belonging to the ſaid Meſſuage, *&c.* as a collateral Security for the Payment of the ſaid —— *l.* and Intereſt: **Now** I do hereby promiſe and agree to and with the ſaid *T. P.* his, *&c.* that I the ſaid *F. B.* my, *&c.* ſhall and will upon Requeſt, at my Coſts and Charges, execute unto the ſaid *T. P.* his, *&c.* a good and ſufficient Aſſignment in the Law of the ſaid Meſſuage, *&c.* for the Remainder of the ſaid Term then to come and unexpired, for the better ſecuring the Payment of the ſaid —— *l.* and Intereſt. **Witneſs** my Hand this —— Day of, *&c.*

Articles to aſſign and make a good Title to a Leaſehold Meſſuage (*given by Will to Truſtees upon ſeveral Truſts*) *upon ſeveral Contingencies*, &c. *and for the Sale of Houſhold Goods.*

Articles of Agreement indented, &c. **Between** *A.* and *B.* of, *&c.* (two of the three acting Truſtees and Executors named and appointed in and by the laſt Will and Teſtament of *T. A.* late of, *&c.* deceaſed) of the one Part, and *C.* of, *&c.* of the other Part, in Manner as follows:

Recitals. As to the Will and Truſt.

Whereas the ſaid *T. A.* by his laſt Will and Teſtament in Writing, by him duly executed, bearing Date, *&c.* **Did** thereby (*inter alia*) give and deviſe **All** the Reſidue of his Real and Perſonal Eſtate, not therein otherwiſe by him diſpoſed of, unto his Truſtees the ſaid *A.* and *B.* and to —— therein named, their Heirs, Executors, Adminiſtrators and Aſſigns, upon ſeveral Truſts therein expreſſed: **And firſt upon Truſt**, that they his ſaid Truſtees, immediately after his the Teſtator's Grandſon *T. F.* having attained the Age of 21 Years, ſhould convey and aſſign **All** the ſaid Reſidue of his the ſaid Teſtator's Real and Perſonal Eſtate unto his ſaid Grandſon *T. F.* his Heirs, Executors and Aſſigns, as by the ſaid Will duly proved by the ſaid Executors, *&c.* **And whereas** by virtue of a certain Indenture of Leaſe made from Sir *N. C.* Bart. or otherwiſe, he the ſaid *J. C.* at the Time of his Death was poſſeſſed of, intereſted in and intitled unto a Meſſuage or Tenement, with its Appurtenances, as the ſame was then in his Poſſeſſion, ſituate, *&c.* for the Reſidue of a certain Term of —— Years then to come therein, **At** and under the yearly Rent of —— (which Meſſuage, or Tenement and Premiſſes, is Part of the Perſonal Eſtate of the ſaid *J. A.* ſo by him deviſed to his ſaid Truſtees upon the Truſts aforeſaid:) **And whereas** the ſaid *C.* hath contracted and agreed with them the ſaid *A.* and *B.* for the abſolute Purchaſe of the ſaid Meſſuage, or Tenement and Premiſſes, for the Reſidue of the ſaid Term of —— Years now to come therein, together with the ſeveral Houſhold Goods now in the ſaid Meſſuage, and which are herein after particularly mentioned, at and for the Sum of 900 *l.* payable and ſubject in ſuch Manner as herein after is in that Behalf mentioned and expreſſed: **And whereas** the ſaid Meſſuage or Tenement and Premiſſes, being now much out of Repair, and not inhabited, and to the End the ſame may be let, it is abſolutely neceſſary that a conſiderable Sum ſhould be forthwith diſburſed in making ſuch Repairs; and they the ſaid *A.* and *B.* not being inclined to do the ſame, he the ſaid *C.* hath agreed to advance and lay out Monies for ſo doing: But in Regard a good Title, and proper Aſſignment and Aſſurance of the ſaid Premiſſes cannot be made unto the ſaid *C.* until ſuch Time as the ſaid *T. F* attains his Age of 21 Years, (being now but 19,) or that in the mean Time a Decree of the High Court of Chancery can be obtained for that Purpoſe forthwith and previous thereto, it has been propoſed and agreed by them the ſaid *A.* and *B.* that the ſaid *C.* ſhall have immediate Poſſeſſion of the ſaid Meſſuage, Goods and Premiſſes, until ſuch Decree obtained, and Aſſignment made to him, with full Power to repair and let the ſaid Premiſſes, with and under ſuch Reſtrictions, and ſubject in Manner as herein after in that Behalf mentioned and expreſſed; and alſo that in caſe ſuch Decree as aforeſaid, or a good Title and ſufficient Aſſignment ſhall not otherwiſe be made to the ſaid *C.* of the ſaid Premiſſes within —— now next enſuing, that then theſe Preſents, as to the Sale of the ſaid Premiſſes, ſhall be abſolutely void; and that then the ſaid *C.* ſhall be paid and reimburſed by them the ſaid *A.* and

As to the Leaſe, *&c.* And that ſame was Part of the Teſtator's perſonal Eſtate.

As to Contract for Purchaſe, and ſeveral previous Agreements thereon.

B. all ſuch Monies as ſhall be by him laid out in ſuch Repairs, together with Intereſt for the ſame; and that then alſo any Leaſe by him made of the ſaid Premiſſes ſhall be allowed and ratified by them the ſaid *A.* and *B.* nevertheleſs with and under ſuch Reſtrictions, and ſubject in Manner as herein after alſo is in that Behalf mentioned and expreſſed: **Now theſe Preſents witneſs**, That in Purſuance and Performance of the ſaid recited Agreements, and in Conſideration of the Sum of 5 *l.* 5 *s.* of, *&c.* (Part of the ſaid 900 *l.* Purchaſe Monies) to them the ſaid *A.* and *B.* or one of them, now paid by the ſaid *C.* the Receipt whereof is by them hereby reſpectively acknowledged, they the ſaid *A.* and *B.* and each of them for themſelves and for their Heirs, Executors and Adminiſtrators, do hereby covenant with the ſaid *C.* his Executors, Adminiſtrators and Aſſigns, in Manner as follows, *viz.* That they the ſaid *A.* and *B.* or one of them, their or one of their Executors or Aſſigns, at their Coſts and Charges, ſhall and will within the ſaid —— now next enſuing, make out a good and clear Title to the ſaid Meſſuage, or Tenement and Premiſſes, and procure and obtain a Decree to be made in the High Court of Chancery, whereby the ſaid *T. F.* and all and every other Perſon or Perſons, who by virtue of the ſaid recited Will ſhall be then legally intitled to the ſaid Meſſuage, or Tenement and Premiſſes, to make and execute a good and ſufficient Aſſignment unto the ſaid *C.* his Executors, Adminiſtrators and Aſſigns, and as by his or their Counſel learned in the Law ſhall be reaſonably adviſed or required of the ſaid Meſſuage, or Tenement and Premiſſes, with the Appurtenances, for the then Reſidue of the Term of —— Years, ſubject nevertheleſs to the Payment of the ſaid yearly Rent of —— and to the Covenants, Conditions and Agreements in the ſaid Indenture of Leaſe reſerved and contained, and which from thenceforth on the Leſſee's Part are to be paid and performed; and ſhall then alſo make an abſolute Bill of Sale unto and to the Uſe of the ſaid *C.* his, *&c.* of the ſeveral Goods and Things in the ſaid Meſſuage, *viz.* *&c.* **And** that in the mean Time and until ſuch Decree obtained, and Aſſignment of the ſaid Premiſſes ſo made to the ſaid *C.* in Manner as aforeſaid, it ſhall and may be lawful to and for the ſaid *C.* his, *&c.* from henceforth peaceably and quietly to hold, poſſeſs and enjoy the ſaid Meſſuage, Goods and Premiſſes, and to lay out any Sum of Money for the neceſſary repairing and amending thereof, in ſuch Manner as he or they ſhall think fit, ſo as the Money to be ſo laid out in Repairs do not exceed in the whole the Sum of 150 *l.* **And alſo**, that it ſhall and may be lawful to and for the ſaid *C.* his, *&c.* to make a Leaſe of the ſaid Meſſuage and Premiſſes to ſuch Perſon as he ſhall think fit, for any Term of Years not exceeding —— Years, ſo as there be reſerved in ſuch Leaſe at leaſt the yearly Rent of 70 *l.* payable quarterly, with Power therein of Re-entry, in caſe of Non-payment thereof, together with ſuch uſual Covenants as are contained in other Leaſes made of Houſes in *O.* Street. **And** the ſaid *C.* for himſelf, his, *&c.* doth hereby covenant with the ſaid *A.* and *B.* their, *&c.* that he the ſaid *C.* his Executors, Adminiſtrators or Aſſigns, (on the making out a good Title, obtaining a Decree in Chancery, and executing of ſuch ſufficient Aſſignment and Bill of Sale of the ſaid Meſſuage, Goods and Premiſſes to him the ſaid *C.* his Executors, Adminiſtrators and Aſſigns, within the Time and in Manner as aforeſaid) ſhall and will well and truly pay or cauſe to be paid unto the ſaid *A.* and *B.* or to ſuch Perſon or Perſons who by virtue of the ſaid Decree or otherwiſe, ſhall then be legally intitled to receive the ſame, the Sum of 894 *l.* 15 *s.* of, *&c.* (Reſidue of the ſaid Sum of 900 *l.* Purchaſe Money) **Which** Sum of 894 *l.* 15 *s.* when paid, is hereby agreed and declared ſhall be in full for the abſolute Purchaſe of the ſaid Meſſuages, Goods and Premiſſes. **Provided always**, and it is hereby mutually covenanted, agreed and declared by and between all and every the Parties to theſe Preſents, for themſelves, and for their reſpective Executors and Adminiſtrators in Manner as follows, *viz.* That in caſe a good Title ſhall not be made out to the ſaid Premiſſes, and a Decree in Chancery obtained for Sale thereof, and ſuch ſufficient Aſſignment made of the ſaid Premiſſes to him the ſaid *C.* his, *&c.* within the ſaid —— in Manner as aforeſaid, then and in ſuch Caſe theſe Preſents, as to the Sale of the ſaid Premiſſes, ſhall from thenceforth be abſolutely void and of no Effect; and that then and in ſuch Caſe they the ſaid *A.* and *B.* their Executors or Adminiſtrators, ſome or one of them, ſhall and will forthwith well and truly pay or cauſe to be paid unto the ſaid *C.* his Executors, Adminiſtrators or Aſſigns, all ſuch Monies as according to a Valuation thereof to be made by two proper Perſons, to be choſen by the Parties hereto, ſhall appear to have been by the ſaid *C.* his Executors or Adminiſtrators, actually diſburſed for the Repairs of the ſaid Premiſſes, ſo as the ſame do not exceed the aforeſaid Sum of 150 *l.* together with legal Intereſt for all ſuch Monies ſo by him and them paid for ſuch Repairs, from the Time of diſburſing thereof until Payment of the ſame; and that then and ſuch Caſe alſo (if any Leaſe ſhall have been made by the ſaid *C.* of the ſaid Premiſſes to any Perſon at ſuch Rent and in Manner aforeſaid) they the ſaid *A.* and *B.* their Executors, Adminiſtrators or Aſſigns, ſhall allow of ſuch Leaſe, and at his and their Charge do any reaſonable Act (if ſo required) to ratify and confirm ſuch Leaſe; and then alſo he or they ſhall be intitled to have and receive all the Rent reſerved by ſuch a Leaſe, to be paid and applied according to the Truſts in the ſaid Will; any Thing, *&c.*

Truſtee covenants with Purchaſor to make a clear Title.

For peaceable Enjoyment.

Repairs.

Power to make a Leaſe.

Covenant to pay Purchaſe Money, *&c.*

Proviſo for theſe Preſents to be void if a good Title cannot be made.

In that Caſe a Reimburſement to be made.

The Leaſe above mentioned to be allowed.

Articles,

Articles touching Aſſignment of an Aſſignment of Leaſehold Houſes, and Sale of Houſhold Goods and Utenſils, Stock in Trade, &c.

Articles, &c. **Between** *A. H.* Widow, and Adminiſtratrix of *J. H.* of, *&c.* deceaſed, of the one Part, and *J. R.* of, *&c.* and *J. J.* of, *&c.* of the other Part, as follows, (that is to ſay),

THE ſaid *A. H.* in Conſideration of the Sum of 800 *l.* to be in Hand paid to her by the ſaid *J. R.* and *J. J.* at the Time herein after mentioned, **Doth** hereby for herſelf, *&c.* covenant and agree to and with the ſaid *J. R.* and *J. J.* their, *&c.* that ſhe the ſaid *A. H.* her, *&c.* ſhall and will, on or before the —— Day of —— next enſuing the Date hereof, at the Dwelling-houſe of her the ſaid *A. H.* at, *&c.* aforeſaid, at the Coſts and Charges in the Law of them the ſaid *J. R.* and *J. J.* ſeal and execute unto the ſaid *J. R.* and *J. J.* their, *&c.* a good and ſufficient Aſſignment of **All** thoſe three Meſſuages, *&c.* by virtue of the Aſſignment of the Leaſe by which the ſaid *A. H.* now holds the ſame, together with the ſaid Leaſe and Aſſignment thereof, **Under and ſubject** to the Rents and Covenants reſerved and contained therein by and on the Leſſee's Part to be paid and performed, and with ſuch reaſonable Covenants in the ſaid Aſſignment to be contained as Counſel ſhall adviſe; and likewiſe a Covenant on the Part of the ſaid *J. R.* and *J. J.* their, *&c.* for Payment and Performance of the yearly Rent and Covenants in the ſaid Leaſe reſerved and contained, and to keep harmleſs and indemnified the ſaid *A. H.* her, *&c.* therefrom: **And further**, that ſhe the ſaid *A. H.* her, *&c.* at the like Coſts and Charges in the Law of the ſaid *J. R.* and *J. J.* ſhall and will at the Time of executing the ſaid Aſſignment, and at the Place aforeſaid alſo, ſeal and execute unto the ſaid *J. R.* and *J. J.* or their Aſſigns, a good and ſufficient Bill of Sale of all the Houſhold Goods, Liquors, Liquor Back-Fats, Stills, Veſſels and Utenſils, and all and ſingular other the Stock in Trade whatſoever that ſhall then be and remain in the ſaid Dwelling-houſe of the ſaid *A. H.* for and in Conſideration of ſuch a Sum of Money as the ſame ſhall be valued and appraiſed at by two indifferent Perſons, to be choſen by the ſaid Parties for that Purpoſe; and in caſe of their Diſagreement therein, then the ſame to be determined by an Umpire, to be by them choſen; and the Sum of Money for which the ſaid Houſhold Goods, Stock and Utenſils ſhall be ſo valued, to be paid or ſecured to be paid by the ſaid *J. R.* and *J. J.* or their Aſſigns, to the ſaid *A. H.* as herein after mentioned. **And** the ſaid *J. R.* and *J. J.* for themſelves, their, *&c.* and for every of them, do hereby covenant and agree to and with the ſaid *A. H.* her, *&c.* that they the ſaid *J. R.* and *J. J.* ſhall and will on the ſaid —— Day of —— at the ſaid Dwelling-houſe of the ſaid *A. H.* well and truly pay unto the ſaid *A. H.* her, *&c.* the Sum of 300 *l.* of, *&c.* being the Conſideration Money before mentioned, and at the ſame Time will accept of the ſaid Aſſignment of the ſaid Leaſe of the ſaid three Meſſuages and Premiſſes aforeſaid, and Bill of Sale of the Houſhold Goods, Liquors, Utenſils, and other the Stock in Trade as aforeſaid; and at the ſame Time and Place ſhall and will execute and deliver in due Form of Law unto or to the Uſe of the ſaid *A. H.* her, *&c.* a Counterpart of the ſaid Aſſignment, and then and there will either pay to the ſaid *A. H.* her, *&c.* all ſuch Sum or Sums of Money which the ſaid Houſhold Goods and Stock in Trade ſo to be valued and appraiſed as aforeſaid ſhall amount unto, or will ſecure the Payment thereof to the ſaid *A. H.* *&c.* by ſome real or perſonal, or other good Security within three Months then enſuing, as ſhall be to the good Liking and Approbation of her the ſaid *A. H.* her, *&c.*

Covenant to make an Aſſignment of an Aſſignment of a Leaſe.

And a Bill of Sale of Houſhold Goods, Utenſils and Stock in Trade, in Conſideration of ſo much as the ſame ſhall be appraiſed at.

Covenant to pay Conſideration Money.

Agreement to grant a Leaſe of a Houſe, Brewhouſe, &c. and to aſſign Stock in Trade Debts, &c. and to aſſign the Leaſes of Cuſtomers Houſes.

Memorandum of an Agreement made the —— Day of, *&c.* **Between** *J. D.* the younger of, *&c.* Eſq; and *E.* his Wife, Daughter and Adminiſtratrix of *N. A.* late of, *&c.* Eſq; deceaſed, of the firſt Part, *G. M.* of, *&c.* Brewer, of the ſecond Part, and *L. M.* of, *&c.* of the third Part.

IMPRIMIS, The ſaid *J. D.* and *E.* do hereby agree to grant a Leaſe to the ſaid *G. M.* and *L. M.* their, *&c.* of all that Meſſuage with the Appurtenances, ſituate, *&c.* wherein the ſaid *J. D.* now dwelleth, and late in the Poſſeſſion of the ſaid *N. A.* **And alſo of all** that *Brewhouſe* with the Appurtenances thereto adjoining, ſituate, *&c.* together with, *&c.* **To hold** from the 24th Day of *June* next enſuing, for ſeven Years at and under the yearly Rent of 110 *l.* payable half yearly, and for five Years more from the Expiration

Agreement to grant a Leaſe to *G. M.* and *L. M.* of a Houſe, Brewhouſe, *&c.*

piration of the ſaid Term, if they the ſaid *G. M.* and *L. M.* their, *&c.* ſhall think fit ſo long to hold the ſame, at and under the like yearly Rent, payable in like Manner with uſual Covenants. **Item,** It is agreed by and between the ſaid Parties hereto, that all the Stock in the Brewing Trade ſhall be appraiſed by proper Perſons to be named and appointed by the Parties hereto for that Purpoſe, and that an Account ſhall be taken of all the Cuſtomers dealing at the ſaid Brewhouſe, and a true Eſtimate made of all the Debts due and owing from ſuch Cuſtomers to the ſaid Trade, according to a Liſt of their Names already taken and intended to be particularly mentioned in a Schedule, to be annexed to Articles to be made purſuant hereunto, and that the ſaid *J. D.* and *E.* his Wife, ſhall aſſign over unto the ſaid *L. M.* his Executors, Adminiſtrators and Aſſigns, all that his Moiety of the ſaid Stock in Trade, and alſo of all and every the ſaid Debts to him the ſaid —— *M.* his Executors, Adminiſtrators and Aſſigns, to hold as his and their own proper Goods and Chattels. **Item,** The ſaid *J. D.* doth hereby agree to aſſign over, or cauſe or procure to be aſſigned over unto the ſaid *G. M.* and *L. M.* their Executors, Adminiſtrators and Aſſigns, all ſuch Leaſes of Houſes now dealing at the ſaid Brewhouſe, as were taken for the Benefit of the ſaid Trade and which are now in Being, and likewiſe to procure a Leaſe to be made by Major *L.* of an Houſe in, *&c.* to the ſaid *G. M.* and *L. M.* for nine Years, he the ſaid *L. M.* paying a Moiety of the Charges of repairing the ſaid Houſe, as the ſame ſhall appear to the ſaid *J. D.* by the Workmen's Bills employed in repairing the ſaid Houſe. **Item,** The ſaid *L. M.* doth for the Conſiderations aforeſaid agree to pay to the ſaid *J. D.* for his ſaid Moiety of the ſaid Stock in Trade, as the ſame ſhall be appraiſed upon the Execution of the ſaid Articles, and likewiſe to accept and take a Moiety of all and ſingular the ſaid Debts now due in Trade, computing the ſame at 18 *s.* in the Pound, for all ſuch Debts (except a Debt owing from one *R. S.* on Bond, on which remains due 80 *l.* or thereabouts, and for which the ſaid *J. D.* doth agree to accept at the Rate of 10 *s.* in the Pound.) **In Witneſs,** &c.

Stock in Trade to be appraiſed, Account of Cuſtomers taken and of Debts, a Moiety of which is to be aſſigned to *L. M.*

Agreement to aſſign Leaſes of Houſes dealing at the ſaid Brewhouſe to *G. M.* and *L. M.*

L. M. agrees to pay *J. D.* for his Moiety of the ſaid Stock in Trade, and accept his Moiety of Debts.

An Agreement, that an Executor ſhall make an Aſſignment of Teſtator's Houſe and Stock in Trade.

Articles, &c. **Between** *A. B.* of, *&c.* Executor of the laſt Will and Teſtament of *B. B.* late of, *&c.* deceaſed, of the one Part, and *C. D.* of, *&c.* of the other Part, as follows:

Recitals,
1. Of Leaſe to the Teſtator.
2. His Will.
3. Death.
4. Probate.

Whereas by Indenture of Leaſe, bearing Date, *&c.* (*Recital of the Leaſe.*) **And whereas** the ſaid *B. B.* made his laſt Will and Teſtament in Writing bearing Date, *&c.* and appointed the ſaid *A. B.* ſole Executor thereof, and on or about the, *&c.* the ſaid *B. B.* departed this Life, ſince which the ſaid *A. B.* hath duly proved the ſaid Will in the Prerogative Court of *Canterbury*, and taken upon himſelf the Burthen of the Execution thereof, and is thereby become intitled to all and ſingular the Goods, Chattels and Effects which were of the ſaid *B. B.* at the Time of his Deceaſe, and amongſt other Things as he apprehends, to the Benefit of the ſaid Indenture of Leaſe, and to hold and enjoy the thereby demiſed Premiſſes with the Appurtenances, for all the reſt, Reſidue and Remainder of the ſaid Term of —— Years thereby granted, and under the ſaid yearly Rent of —— and ſubject to ſeveral Covenants, Clauſes and Agreements aforeſaid, in and by the ſame Indenture of Leaſe reſerved and contained; and alſo to all and every Part of the Stock in the Trade of —— of him the ſaid *B. B.* conſiſting in, *&c.* as in and by the before in Part recited Indenture of Leaſe, laſt Will and Teſtament and Probate thereof, Relation, *&c.* **And whereas** the ſaid *C. D.* hath agreed with the ſaid *A. B.* to become a Purchaſor from him the ſaid *A. B.* of all ſuch Intereſt as he the *A. B.* hath or is ſuppoſed to have as aforeſaid, in the ſaid Indenture or Leaſe and the thereby demiſed Premiſſes, ſubject to the ſaid yearly reſerved Rent, and to the Covenants, Clauſes and Agreements therein contained as aforeſaid, for all ſuch Time as is hereby to come therein, as the ſaid *A. B.* lawfully may or can by virtue of the ſaid Leaſe, and otherwiſe as aforeſaid, hold the thereby demiſed Premiſſes, as alſo of all ſuch Stock in Trade as aforeſaid; and the ſaid *A. B.* hath agreed to ſell and aſſign the ſame to the ſaid *C. D.* upon the Terms, and in Manner as after mentioned: **Therefore theſe Preſents witneſs,** and it is agreed by and between the ſaid *A. B.* and *C. D.* in Manner following, that is to ſay, **Firſt of all,** the ſaid *A. B.* doth for himſelf, *&c.* covenant, *&c.* with the ſaid *C. D.* his, *&c.* that upon Payment to him the ſaid *A. B.* or his, *&c* by the ſaid *C. D.* his, *&c.* of the Sum of, *&c.* at the Times for that Purpoſe here after mentioned, with lawful Intereſt for the ſame, to be computed from the Day of the Date hereof, until the reſpective Times of Payment thereof, he the ſaid *A. B.* or his, *&c.* ſhall, *&c.* at the Requeſt, Coſt, *&c.* of the ſaid *C. D.* his, *&c.* deliver over, and well and duly aſſign unto him the ſaid *C. D.* his, *&c.* the before recited Indenture

5. Executor intitled to the Leaſe and Stock in Trade.

6. Agreement to ſell and aſſign the ſame.

Covenant to aſſign.

of

of Leaſe, and all the Intereſt of him the ſaid *A. B.* or his, *&c.* therein or thereto, and in and by the thereby demiſed Premiſſes, for all the Remainder of, *&c.* at, under and ſubject, *&c.* with Covenants in ſuch Aſſignment to be contained from the ſaid *A. B.* or his, *&c.* for the Aſſignee's, his, *&c.* quiet Enjoyment of the ſaid Premiſſes during, *&c.* as againſt him the ſaid *A. B.* his, *&c.* and all claiming, *&c.* or under the ſaid *B. B.* deceaſed; and at his and their own Coſts and Charges, to defend any Suit that ſhall happen by any Attempt to make void the ſaid Leaſe, or evict ſuch Aſſignee, his, *&c.* for any other Cauſe than Non-payment of the Rent reſerved, or Non-performance of the Covenants, Clauſes or Agreements, in and by the ſame Indenture of Leaſe reſerved and contained, and to indemnify ſuch Aſſignee, his, *&c.* from all further Demands for Rent of the ſaid Premiſſes beyond the reſerved Rent, or in Default of ſo defending any Suit as aforeſaid, or ſo indemnifying ſuch Aſſignee, his, *&c.* as aforeſaid, or in caſe ſuch Aſſignee, his, *&c.* ſhall, during the Continuance of the ſaid Term, be evicted or ejected out of the ſaid Premiſſes without any Act, Default or Laches of ſuch Aſſignee, his, *&c.* to occaſion the ſame, then and in either or any of the ſaid Caſes, that he the ſaid *A. B.* or his, *&c.* ſhall and will, well and truly refund and pay back to ſuch Aſſignee, his, *&c.* upon Demand after ſuch Default, Eviction or Ejection, ſo much of the ſaid Sum of, *&c.* with Intereſt for the ſame from the Time the ſame ſhall have been paid, as ſhall remain after a Deduction of, *&c.* or after that Rate with Intereſt, (over and beſides the ſaid reſerved Rent) for ſo long Time as ſuch Aſſignee, his, *&c.* ſhall have poſſeſſed and enjoyed the ſaid Premiſſes under the ſaid *A. B.* or his, *&c.* ſuch Aſſignee, his, *&c.* at the ſame Time to deliver back unto the ſaid *A. B.* his, *&c.* the ſaid Indenture of Leaſe and Aſſignment thereof, and indemnifying him and them from the ſaid reſerved Rent for ſuch Time as ſuch Aſſignee, his, *&c.* ſhall have ſo poſſeſſed and enjoyed the ſaid Premiſſes as aforeſaid; which Aſſignment, with ſuch Covenants as aforeſaid, is to be executed upon Condition only, that ſuch Aſſignee do at his like Coſts, *&c.* at the Time of the Execution of ſuch Aſſignment, duly execute a Counterpart thereof, wherein ſhall be contained Covenants on the Part of ſuch Leſſee, his, *&c.* during the Remainder of the ſaid Term, to pay the yearly Rent and perform the Covenants, Clauſes and Agreements, in and by the ſaid Leaſe reſerved and contained, and to ſave harmleſs and indemnify the ſaid *A. B.* and his, *&c.* from all Defaults and Breaches thereof, and not to part with, quit or yield up the Poſſeſſion of the ſaid Premiſſes, until compelled thereto by due Courſe of Law, and not wittingly or willingly to do any Act, or ſuffer any Thing which may in any Sort tend towards making the ſaid Leaſe void or voidable, but from Time to Time during the Continuance of the ſaid Term to give immediate Notice to the ſaid *A. B.* or his Executors, of any Entry or Ejectment that ſhall be made or brought into or for the ſaid Premiſſes, and to ſuffer the Name or Names of ſuch Aſſignee, his, *&c.* to be made Uſe of, by and at the Charges of the ſaid *A. B.* or his, *&c.* in any Proceeding or Defence that he or they ſhall adjudge proper or neceſſary, touching or in Relation to maintaining or keeping Poſſeſſion of the ſaid Indenture of Leaſe and thereby demiſed Premiſſes; **Alſo** that upon Payment to him the ſaid *A. B.* or his, *&c.* by the ſaid *C. D.* his, *&c.* of ſuch Sum of Money as ſuch Stock in Trade as aforeſaid ſhall be valued and appraiſed at by *E. F.* of, *&c.* and *G. H.* of, *&c.* Perſons indifferently choſen and appointed for that Purpoſe, as well on the Part and Behalf of the ſaid *C. D.* as of the ſaid *A. B.* and of ſuch Sum of Money in Part of the ſaid Sum of —— and Intereſt, as ſuch Stock in Trade ſhall be valued and appraiſed at ſhort of or leſs than —— he the ſaid *A. B.* or his, *&c.* ſhall and will at the Coſts of the ſaid *C. D.* his, *&c.* deliver unto the ſaid *C. D.* his, *&c.* —— not only the ſaid Stock in Trade, but alſo quit and deliver unto him or them the Poſſeſſion of the ſaid Houſe and Premiſſes, in and by the ſaid Indenture of Leaſe demiſed; he the ſaid *A. B.* or his, *&c.* having a convenient and reaſonable Time to remove therefrom ſuch of the Houſhold Goods therein, as the ſaid *C. D.* his, *&c.* ſhall not think fit to buy, and that he the ſaid *A. B.* or his, *&c.* ſhall and will do his and their utmoſt Endeavour to procure ſuch Valuation and Appraiſement of ſuch Stock in Trade, remove or cauſe to be removed from the ſaid Houſe and Premiſſes as aforeſaid, until the Execution of ſuch Aſſignment of the ſaid Indenture of Leaſe as aforeſaid, he the ſaid *A. B.* or his, *&c.* ſhall and will well and duly obſerve, perform, fulfil and keep all on his and their Parts to be obſerved, performed and kept according to the intended Tenor, Purport, Intent and Meaning of the Covenant to be contained in ſuch Aſſignment to be made as aforeſaid: **Alſo** the ſaid *C. D.* doth hereby for himſelf, his, *&c.* covenant, *&c.* with the ſaid *A. B.* and his, *&c.* that he the ſaid *C. D.* his, *&c.* ſhall and will well and truly pay or cauſe to be paid unto the ſaid *A. B.* the Sum of —— and Intereſt as aforeſaid, at the Times and in Manner following, that is to ſay, upon and immediately after the Valuation and Appraiſement of the ſaid Stock in Trade, ſo much Money in Part of the ſaid Sum of —— and Intereſt, as the ſaid Stock ſhall be valued and appraiſed at ſhort, or of or leſs than 100 *l.* and the Reſidue of the ſaid Sum of ——— and Intereſt, or the whole thereof, in caſe ſuch Stock ſhall be valued and appraiſed at as much as, or more than the Sum of 100 *l.* at three equal Payments, at ſix Months Diſtance in Time, and

Covenants to be in the Aſſignment to defend Suits intended to evict the Aſſignee, *&c.* and for further Indemnity.

In caſe of Eviction, *&c.* to repay Money.

Counterpart of Aſſignment what to contain.

Covenant to aſſign Stock in Trade.

Appraiſement.

Covenant to pay for the Stock in Trade.

ſubſequent one to the other; the firſt Payment thereof to be made, &c. and that upon Execution by the ſaid *A. B.* or his, &c. to the ſaid *C. D.* his, &c. of ſuch Aſſignment of the ſaid Indenture of Leaſe as aforeſaid, he the ſaid *C. D.* his, &c. ſhall and will accept the ſame, and at his or their own Coſts and Charges duly execute a Counterpart or Duplicate thereof, with ſuch Covenants to be therein contained on the Part of the ſaid *C. D.* his, &c. as aforeſaid, and pay or cauſe to be paid to the ſaid *A. B.* or his Executors, the Charges of preparing ſuch Aſſignment and Counterpart, or Duplicate thereof: **Alſo** that as ſoon as and immediately after ſuch Stock in Trade ſhall have been valued and appraiſed by the ſaid *E. F.* and *G. H.* he the ſaid *C. D.* his Executors or Adminiſtrators, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *A. B.* or his, &c. ſuch Sum of Money as the ſame ſhall be valued and appraiſed at, and thereupon accept from the ſaid *A. B.* not only the ſame Stock, but alſo the Poſſeſſion of the ſaid Houſe and Premiſſes, and pay for the Aſſignment of the ſaid Stock, in caſe an Aſſignment thereof ſhall be required, and ſhall and will do his and their utmoſt Endeavour to procure ſuch Valuation and Appraiſement of ſuch Stock in Trade ſo to be made as ſoon as may be; and from the Time the ſaid *C. D.* his, &c. ſhall enter upon the Poſſeſſion of the ſaid Houſe and Premiſſes until he or they ſhall have an Aſſignment of the ſaid Leaſe, and ſhall have executed a Counterpart or Duplicate of ſuch Aſſignment, he the ſaid *C. D.* his, &c. ſhall and will well and duly pay, obſerve and perform, fulfil and keep all on his and their Parts to be paid, obſerved, performed, fulfilled and kept according to the intended Tenor, Purport, Intent and Meaning of the Covenants to be contained in ſuch Aſſignment to be made as aforeſaid. **In Witneſs**, &c.

Counterpart.

Charges.

Covenant to accept an Aſſignment of the Stock in Trade and Poſſeſſion of the Houſe, &c.

Theſe Agreements to be obſerved till Aſſignment made.

Articles concerning the Purchaſe (or Aſſignment) of a Leaſehold Eſtate, Part of the Money now paid, and the Reſidue and Surplus to be paid to Mortgagees and Aſſignor, on executing a good Aſſignment, &c.

Articles, &c. **Between** *J. P.* of, &c. Upholder, (only Son of *R. P.* late Citizen and Upholder of *London*, and *G.* his Wife; which ſaid *G.* was the only Daughter of *M. P.* deceaſed, who was the Daughter of *T. B.* late Citizen and Embroiderer of *London*, and *E.* his Wife, both alſo deceaſed; and which ſaid *J. P.* is Adminiſtrator of all and ſingular the Goods and Chattels, Rights and Credits of the ſaid *R. P.* and *G.* his Wife) of the one Part, and *J. C.* of, &c. Carpenter, of the other Part, in Manner as follows, *viz.*

Recitals, *viz.* As to the original Leaſe;

Whereas *H. C.* by his Indenture of Leaſe bearing Date, &c. (for the Conſiderations therein mentioned) did demiſe and grant unto *J. M.* therein named, a Piece of Ground lying in, &c. containing the ſeveral Dimenſions or Number of Feet as therein are particularly mentioned and deſcribed; **To hold** to the ſaid *J. M.* his, &c. from the Day of the Date of the ſaid Indenture, for and during the full Term of 300 Years from thence next enſuing, *At* and under the yearly Rent of 10 *s.* **And whereas** by virtue of ſeveral meſne Aſſignments, Wills, Adminiſtrations, and other good Aſſurances in Law, the ſaid Piece of Ground, and two Meſſuages, &c. on Part of the ſaid Piece of Ground, and as the ſame are ſituate, &c. and now in the ſeveral Occupations of, &c. are now legally become veſted in the ſaid *J. P.* for the Reſidue of the ſaid Term of 300 Years, (*Subject nevertheleſs* to the Payment of all ſuch Principal and Intereſt Monies as are now juſtly due and owing to the Executors of *A. S.* deceaſed, by virtue of ſeveral Securities to him and them made of the ſaid Premiſſes:) **And whereas** the ſaid *J. C.* hath contracted and agreed with the ſaid *J. P.* for the abſolute Purchaſe of all his Eſtate, Right, Term of Years and Intereſt of, in and to the ſaid Piece of Ground, two Meſſuages or Tenements, and a Ground Rent of 3 *s.* 4 *d.* herein after mentioned, for the Sum of 335 *l.* to be by him paid in ſuch Manner as herein after is mentioned: And it was and is agreed between them, That the ſaid *J. C.* ſhall have the immediate and quiet Poſſeſſion of the ſaid Premiſſes, and from henceforth be intitled to receive the Rents and Profits thereof, to be due at and from *Michaelmas-day* now next enſuing, (other than and except all ſuch Arrears of Rent as were due at *Midſummer-day* laſt, (*ſubject nevertheleſs* in ſuch Manner as herein after is mentioned:) **Now theſe Preſents witneſs**, That for and in Conſideration of the Sum of 135 *l.* of, &c. (Part of the ſaid 335 *l.* Purchaſe Money) to the ſaid *J. P.* in Hand, &c. by the ſaid *J. C.* at, &c. the Receipt, &c. and alſo for and in Conſideration of the further Sum of 200 *l.* of like Money, (Reſidue of the ſaid Purchaſe Money) to be paid by the ſaid *J. C.* in Diſcharge of the before mentioned Securities, in ſuch Manner as herein after is mentioned, he the ſaid *J. P.* for himſelf, his Heirs, &c. **Doth** hereby covenant, promiſe and agree to and with the ſaid *J. C.* his Executors, &c. in Manner as follows, *viz.* That he the ſaid *J. P.* his Executors

As to meſne Aſſignment;

As to Contract for Purchaſe.

Leſſor covenants to aſſign to Leſſee.

Executors or Adminiſtrators, and all and every other Perſons whomſoever, lawfully claiming by, from or under him or them, or by, from or under the ſaid *R. P.* and *G.* his Wife, or either of them, ſhall and will, on or before the 25th Day of *December* now next enſuing, duly ſign, ſeal, execute and deliver unto the ſaid *J. C.* his Executors, *&c.* and as by his or their Counſel learned in the Law ſhall in that Behalf be reaſonably adviſed and required, a good and ſufficient Aſſignment and Aſſurance, as well of the ſaid recited Indenture of Leaſe, and all the ſaid Piece of Ground thereby demiſed, as alſo the ſaid two Meſſuages or Tenements built on Part thereof, with their Appurtenances, and as the ſame are now in the ſeveral Occupations of the ſaid *J. M.* and *W. P.* or of their Under-tenants, as likewiſe of a Ground Rent of 3 *s.* 4 *d.* reſerved and payable for another Meſſuage (lately ſold) built on other Part of the ſaid Piece of Ground, for the Reſidue of the ſaid Term of 300 Years which ſhall be then to come and unexpired, free and clear of all Charges and Incumbrances whatſoever, (**Save** and except the Securities made to the ſaid *A. S.* and his Executors, as aforeſaid,) **Subject nevertheleſs** to the Payment of the ſaid yearly Ground Rent of 10 *s.* and to the ſeveral Covenants, Conditions and Agreements in the ſaid recited Indenture of Leaſe reſerved and contained, and which, from henceforth, on the Leſſee's or Aſſignee's Part are to be paid, done and performed: **And alſo** that he the ſaid *J. C.* his Executors, Adminiſtrators and Aſſigns, ſhall and may enter upon, and from henceforth peaceably and quietly hold, poſſeſs and enjoy the ſaid Piece of Ground, two Meſſuages or Tenements, with their Appurtenances, and be intitled to, and have and receive the Rents and Profits thereof, and alſo the ſaid Ground Rent of 3 *s.* 4 *d. per Ann.* to and for his and their own Uſe and Benefit, *Without* any Let, Suit, Interruption or Diſturbance whatſoever, or of or by him the ſaid *J. P.* his Executors or Adminiſtrators, or of or by any other Perſon or Perſons whomſoever, lawfully claiming or to claim the ſaid Premiſſes by, from or under him or them, or by, from or under the ſaid *R. P.* and *G.* his Wife, or either of them; **Subject nevertheleſs** to the Payment of all ſuch Principal and Intereſt Monies as are now juſtly due and owing to the ſaid Executors of the ſaid *C. S.* by virtue of the ſeveral Securities ſo made to him and them of the ſaid Premiſſes as aforeſaid. **And theſe Preſents further witneſs**, and the ſaid *J. C.* for himſelf, his Heirs, *&c.* doth hereby covenant, promiſe and agree to and with the ſaid *J. P.* his Executors and Aſſigns, in Manner as follows, (*viz.*) That he the ſaid *J. C.* his Executors or Adminiſtrators, at the Time of executing to him and them of ſuch good and ſufficient Aſſignment and Aſſurance in the Law as aforeſaid, of the ſaid two Meſſuages or Tenements, Ground Rent and Premiſſes, with their Appurtenances, by him the ſaid *J. P.* and the Executor or other Repreſentatives of the ſaid *A. S.* or by their reſpective Executors or Adminiſtrators, and in Conſideration thereof, ſhall and will well and truly pay, or cauſe to be paid, the Sum of 200 *l.* of lawful Money (Reſidue of the ſaid 335 *l.* Purchaſe Money) in Manner as follows, (*viz.*) So much and ſuch Part of the ſaid Sum as ſhall be ſufficient to pay off, ſatisfy and diſcharge unto the ſaid Executors or other Repreſentatives of the ſaid *A. S.* all and every ſuch Sum and Sums of Money as ſhall appear to be juſtly due and owing unto them for Principal and Intereſt Monies, by virtue of the before mentioned Securities made to him and them of the ſaid Premiſſes by the ſaid *R. P.* and *G.* his Wife, as aforeſaid; and from and after full Payment thereof, that then he the ſaid *J. C.* his Executors or Adminiſtrators, ſhall and will at the ſame Time well and truly pay, or cauſe to be paid, the Reſidue or Surplus of the ſaid Sum of 200 *l.* unto the ſaid *J. P.* his Executors, Adminiſtrators or Aſſigns: **Which** ſaid Sum of 135 *l.* now paid, and the ſaid Sum of 200 *l.* to be paid in Manner as aforeſaid, when paid (making together the ſaid Sum or 335 *l.*) is by him the ſaid *J. P.* hereby agreed and declared to be in full for the abſolute Purchaſe of all his the ſaid *J. P.*'s Eſtate, Right, Title, Intereſt, Term of Years to come, Intereſt and Equity of Redemption, of, in and to the ſaid Piece of Ground, two Meſſuages or Tenements, Ground Rent and Premiſſes. **And** for the true Performance of the Covenants and Agreements herein before contained, on the Part and Behalf of the ſaid *J. P.* to be done and performed, he the ſaid *J. P.* doth hereby bind himſelf, his Executors and Adminiſtrators unto the ſaid *J. C.* his Executors, Adminiſtrators and Aſſigns, in the penal Sum of 300 *l.* of lawful Money of *Great Britain* firmly by theſe Preſents. **And laſtly**, for the true Performance of the Covenants and Agreements herein before contained on the Part and Behalf of the ſaid *J. C.* to be paid, done and performed, he the ſaid *J. C.* doth hereby bind himſelf, his Executors and Adminiſtrators unto the ſaid *J. P.* his Executors, Adminiſtrators and Aſſigns, in the like penal Sum of 300 *l.* of like lawful Money, firmly by theſe Preſents. **In Witneſs**, &c.

Time.

The Premiſſes

free from Incumbrances except, *&c.* ſubject, *&c.*

Quiet Enjoyment.

Aſſignees covenant to pay Reſidue of Purchaſe Money to the Mortgagees, and Surplus to Aſſignor.

Both Sums in full for Purchaſe.

As to each Party's binding himſelf to Performance, *&c.*

Agreement

Agreement to aſſign a Leaſe, and make a Bill of Sale of Goods; and that other Goods ſhall be appraiſed, and the Tenant to take them at the Appraiſement, and another Bill of Sale to be made of them, and a Bond given for Payment of the Monies.

Agreed the, &c. Between *T. S.* of ——, Executor of the laſt Will and Teſtament of *T. S.* late, &c. of the one Part, and *J. M.* of, &c. of the other Part, as followeth, (that is to ſay,)

Covenant to execute an Aſſignment of a Leaſe.

The ſaid *T. S.* in Conſideration of the Sum of ——, to be paid him by the ſaid *J. M.* as here under is mentioned, Doth hereby for himſelf, his Executors and Adminiſtrators, covenant and agree to and with the ſaid *J. M.* his Executors, Adminiſtrators and Aſſigns, that he the ſaid *T. S.* his Executors or Adminiſtrators, ſhall and will on or before the, &c. at, &c. ſeal and execute unto, or to the Uſe of the ſaid *J. M.* his Executors, Adminiſtrators or Aſſigns, a good and ſufficient Aſſignment of and in All that, &c. By virtue of the Leaſe or Leaſes by which the ſaid *T. S.* held the ſame, together with the ſaid Leaſe or Leaſes, and the mean Aſſignments thereof, Under and ſubject to the Rents and Covenants reſerved and contained in the ſaid Leaſe or Leaſes, by and on the Leſſee's Part to be paid and performed, And with ſuch reaſonable Covenants in the ſaid Aſſignment to be contained, as Counſel ſhall adviſe; and likewiſe a Covenant on the Part of the ſaid *J. M.* for Payment and Performance of the yearly Rents and Covenants in the ſaid Leaſe or Leaſes reſerved and contained, and to indemnify the ſaid *T. S.* his Executors and Adminiſtrators therefrom. And that he the ſaid *T. S.* his Executors or Adminiſtrators, for the Conſideration aforeſaid, ſhall and will, on the Day and at the Place aforeſaid, ſeal and execute unto the ſaid *J. M.* a ſufficient Bill of Sale of the, &c. (*mentioning the Goods, or elſe ſay, Goods mentioned in the Schedule*, &c.) And it is further agreed between the ſaid Parties, that all the Goods and Commodities now in and about the ſaid Houſe, (for making ——,) except, &c. ſhall on or before the ſaid, &c. be valued and appraiſed by two indifferent Perſons, which the ſaid Parties agree to chooſe for that Purpoſe, and ſhall be taken by the ſaid *J. M.* according to ſuch Appraiſement, and paid for as here under is mentioned. And that he the ſaid *T. S.* his Executors or Adminiſtrators, ſhall and will, at the Time of executing ſuch Aſſignment as aforeſaid, execute and deliver a ſufficient Bill of Sale of the ſaid laſt mentioned Goods and Commodities, unto, or to the Uſe of the ſaid *J. M.* his Executors and Aſſigns. And the ſaid *J. M.* for himſelf, his Executors, Adminiſtrators and Aſſigns, doth hereby covenant, promiſe and agree to and with the ſaid *T. S.* his Executors, Adminiſtrators and Aſſigns, That he the ſaid *J. M.* his Executors, Adminiſtrators or Aſſigns, ſhall and will on or before the ſaid, &c. at the Place aforeſaid, accept of the ſaid Aſſignment of the ſaid Leaſe or Leaſes of the ſaid Premiſſes, and Bills of Sale of the ſaid Goods and Things as aforeſaid; and at the ſame Time, and at the Place aforeſaid, ſhall and will execute and deliver, in due Form of Law, unto, or to the Uſe of the ſaid *T. S.* a Counterpart of the ſaid Aſſignment, and likewiſe an Obligation or Obligations in a ſufficient Penalty or Penalties, with Surety or Sureties, to the good Liking of the ſaid *T. S.* for Payment of the Sum of —— *l.* and likewiſe ſuch further Sum and Sums of Money which the ſaid Goods and Commodities ſo to be valued, and according to the Appraiſement and Valuation thereof, as aforeſaid, ſhall amount unto, within —— Months then next enſuing. In Witneſs, &c.

Bill of Sale.

An Agreement that the Goods in the Houſe, &c. ſhall be appraiſed, and that the Tenant ſhall take them at the Appraiſement, and the Landlord ſhall execute a Bill of Sale thereof.

Covenant that the Tenant ſhall accept the ſaid Aſſignments and Bills of Sale, and execute a Counterpart of the Aſſignments and a Bond, &c.

Agreement by Executors to ſell and aſſign an Eſtate, or Leaſe for Lives, and another for Years, to a Truſtee for another Perſon; with Proviſoes concerning the Deaths or Sickneſs of the Ceſtuy que vie, *and Renewal of the Leaſe for Lives.*

Articles, &c. Between the Right Honourable *W.* Lord *C.* Viſcount *N.* Sir *J. M.* Knight of the *Bath*, and *T. B.* of, &c. Eſq; (Executors of the laſt Will and Teſtament of the Moſt Noble *E.* late Duke of *K.* deceaſed) of the one Part, and *G. B.* of, &c. Gent. (for and on the Behalf of *J. S.* Clerk, Archdeacon of *S.* in the ſaid County of, &c.) of the other Part, as followeth, (*viz.*)

Conſideration.

Covenant to aſſign Leaſe for Lives.

Imprimis, They the ſaid *W.* Lord *C.* Sir *J. M.* and *T. B.* (in Conſideration of the Sum of 1600 *l.* of, &c. to be paid to them, ſome or one of them, by the ſaid *J. S.* in Manner as herein after is mentioned) do hereby, for themſelves, their Heirs, Executors and Adminiſtrators

niſtrators, covenant, promiſe and agree to and with the ſaid *G. B.* his Executors and Aſſigns, for and on the Behalf of the ſaid *J. S.* and his Heirs, in Manner as follows, (*viz.*) That they the ſaid *W.* Lord *C.* Sir *J. M.* and *T. B.* ſome or one of them, their, ſome or one of their Heirs, Executors or Adminiſtrators, on or before, *&c.* ſhall and will, at the Coſts and Charges of the ſaid *J. S.* his Executors and Adminiſtrators, by ſuch good and ſufficient Conveyances and Aſſurances in the Law, as the Counſel of the ſaid *J. S.* or his Heirs, ſhall reaſonably adviſe or require, convey, aſſign and aſſure, or cauſe to be conveyed, *&c.* unto, or in Truſt for the ſaid *J. S.* and his Heirs, a certain Indenture of Leaſe, dated, *&c.* made from the Right Reverend Father in God *R.* now Lord Biſhop of *W.* to the ſaid *W.* Lord *C.* Sir *J. M.* and *T. B.* and alſo the Premiſſes therein comprized and granted, *viz.* **All** that, *&c.* (except as in the ſaid Leaſe is excepted,) together alſo with all the Profit and Advantage of Renewal of the ſaid Leaſe; **To hold** the ſaid, *&c.* (except as aforeſaid) unto the ſaid *J. S.* his Executors, Adminiſtrators and Aſſigns, from *Michaelmas-day* now next enſuing, for and during the ſeveral Lives of *E.* now Duke of *K.* the Lady *F.* (Daughter of the ſaid late Duke of *K.* and Wife of *J.* late Earl of *M.* deceaſed) and the Right Honourable the Lady *F. P.* (Siſter of the ſaid *E.* now Duke of *K.*) and the Life of the longeſt Liver of them, at and under the yearly Rent of 20 *s.* payable to the ſaid Lord Biſhop and his Succeſſors in ſuch Manner as in ſuch Leaſe is mentioned: **And alſo**, That the ſaid *W.* Lord *C.* Sir *J. M.* and *T. B.* and the Survivors, *&c.* ſhall and will at the like Charge of the ſaid *J. S.* his, *&c.* (by ſuch good and ſufficient Aſſurance in Law, and as by, *&c.*) on or before, *&c.* aſſign and aſſure unto the ſaid *J. S.* his, *&c.* a certain other Indenture of Leaſe, bearing Date, *&c.* and made from the late Right Reverend Father in God *C.* late Lord Biſhop of *W.* deceaſed, to the ſaid *E.* late Duke of *K.* deceaſed, and alſo of the Premiſſes demiſed by and compriſed in the ſame Leaſe, *viz.* **All** that, *&c.* (except as in the ſame Indenture of Leaſe is excepted) together alſo with all Benefit and Advantage of Renewal of the ſame Leaſe; **To hold** the ſaid, *&c.* (except, *&c.*) unto the ſaid *J. S.* his, *&c.* from, *&c.* for the Reſidue of a certain Term of 21 Years (by the ſame Indenture of Leaſe demiſed) which ſhall be then to come and unexpired, **At** and under the yearly Rent of 10 *l.* payable to the ſaid Lord Biſhop and his Succeſſors, in ſuch Manner as by the ſame Indenture of Leaſe is mentioned. **Item**, The ſaid *J. B.* (for and on the Behalf of the ſaid *J. S.*) in Conſideration of ſuch Conveyances, Aſſignments and Aſſurances, to be ſo reſpectively made of the ſeveral above mentioned Leaſes and Premiſſes therein reſpectively compriſed as aforeſaid, **Doth** covenant, *&c.* to and with the ſaid *W.* Lord *C.* Sir *J. M.* and *T. B.* their, *&c.* by theſe Preſents, That upon the making and executing of ſuch Conveyances, Aſſignments and Aſſurances, in Manner as herein above is mentioned, he the ſaid *J. B.* or the ſaid *J. S.* his, *&c.* ſhall and will well and truly pay, or cauſe, *&c.* unto the ſaid *W.* Lord *C.* Sir *J. M.* and *T. B.* ſome or one of them, or to the Survivors, *&c.* the ſaid Sum of 1600 *l.* of, *&c.* which Sum is hereby agreed by all the Parties hereto, to be in full for the abſolute Purchaſe of all and ſingular the Premiſſes ſo intended to be conveyed and aſſigned as above is mentioned and intended. **Provided always**, And it is hereby mutually agreed and declared by and between all the ſaid Parties hereto, in Manner as follows, *viz.* That in caſe they the ſaid *E.* now Duke of *K.* the ſaid Lady *F.* (Wife of the ſaid late Earl of *M.*) and the Lady *F. P.* or any of them ſhall happen to die before *Michaelmas-day* now next, that then they the ſaid *W.* Lord *C.* Sir *J. M.* and *T. B.* or ſome of them ſhall and will at their Charge renew the ſaid firſt mentioned Leaſe of the ſaid, *&c.* therein compriſed, with the ſaid now Biſhop of *W.* or his Succeſſors, and add ſome other good Life or Lives in the Room and Place of ſuch Life and Lives ſo dying, (ſuch new Life to be nominated by the ſaid *J. S.* his Heirs or Aſſigns, if he or they ſo ſhall think fit), and in Default of ſuch Renewal, that then they the ſaid *W.* Lord *C.* Sir *J. M.* and *T. B.* ſome or one of them ſhall allow and pay unto the ſaid *J. S.* out of his ſaid Purchaſe Money, the Sum of 70 *l.* for every ſuch Life ſo dropping or dying within the Time aforeſaid. **Provided alſo**, And it is hereby further mutually agreed, that in caſe all or any of the ſaid three preſent Lives in the ſame Premiſſes ſhall not, on *Michaelmas-day* now next, be then in full and perfect Health, that then and in ſuch Caſe, they the ſaid *W.* Lord *C.* Sir *J. M.* and *T. B.* ſome or one of them, ſhall out of the ſaid Purchaſe Money, allow and pay to the ſaid *J. S.* or his Heirs, the Sum of 35 *l.* for each ſuch Life as ſhall not be then in full Health, towards his or their Charge in the obtaining a new Leaſe of the ſame Premiſſes, and getting a new Life or Lives in Exchange of ſuch Life or Lives as on *Michaelmas-day* next ſhall not then be in ſuch full and perfect Health as aforeſaid.

Covenant that on executing the ſaid Leaſes the Truſtee, or the *Ceſtuy que Truſt*, will pay the Purchaſe Money, which is to be in full.

Proviſo that if the *Ceſtuy que Vie* die before a certain Day, the Executors ſhall renew the Leaſe for Lives.

Or in Default thereof, ſhall pay 70 *l.* for each Life ſo dropping.

And that if any of them at ſuch Day be not in perfect Health, to pay 35 *l.* for each, towards Renewal of ſuch Leaſe.

Agreement to aſſign a Leaſe of an Inn by the only Son, ſole Executor and Reſiduary Legatee of the Father, to a Debtor of the Father (purſuant to a Contract made in his Life-time) wherein the Debtor covenants to pay the Debt and Conſideration Money at different Times.

Articles, &c. **Between** *J. K.* of, *&c.* of the one Part, and *R. J.* only Son and ſole Executor and Reſiduary Legatee of the laſt Will and Teſtament of his late Father *R. J.* late of *London*, Merchant, deceaſed, of the other Part.

J. K. Debtor on the Balance of Account to the Eſtate of *R J.* the Father, in 1346 *l.* 17 *s.*

J. K. contracted with *R. J.* the Father for his Leaſe of an Inn at 1000 *l.* 1500 *l.* Part thereof, to be paid at *Michaelmas* next, and 423 *l.* 8 *s.* 6 *d.* on St. *Thomas* the Apoſtle's Day, and 423 *l.* 8 *s.* 6 *d.* the Reſidue.

J. K. covenant to pay the Debt and the Conſideration Money as before agreed, and to give Security on *Michaelmas day* for 846 *l.* 17 *s.* and ſhall then pay Half a Year's Rent.

R. J. covenants, that on *Michaelmas-day* (on *J. K.*'s paying the ſaid 1500 *l.* and giving Security for the ſaid 846 *l.* 17 *s.*) he will aſſign, *&c.* the ſaid Inn.

J. K. to pay Charges.

Whereas upon an Account made up and ſtated by and between the ſaid *J. K.* and the ſaid *R. J.* deceaſed, in his Life-time, there appears to be juſtly due and owing from the ſaid *J. K.* to the Eſtate of the ſaid *R. J.* deceaſed, the Sum of 1346 *l.* 17 *s.* of, *&c.* **And whereas** the ſaid *J. K.* did contract and agree with the ſaid *R. J.* deceaſed, in his Life-time, for the Purchaſe of his the ſaid *R. J.*'s Leaſe and Term for Years to come, of and in the St. *C.* Inn with the Appurtenances, now in the Tenure of the ſaid *J. K.* ſituate and being in *E.* aforeſaid, at and for the Sum of 1000 *l.* **And whereas** the ſaid ſeveral Sums of 1346 *l.* 17 *s.* and 1000 *l.* amounting together to the Sum of 2346 *l.* 17 *s.* is hereby agreed ſhall be paid by the ſaid *J. K.* to the ſaid *R. J.* (Party hereto) in Manner following, (that is to ſay) The Sum of 1500 *l.* Part thereof, at *Michaelmas-day* next enſuing the Day of the Date hereof, and the Sum of 423 *l.* 8 *s.* 6 *d.* other Part thereof, upon the Feaſt Day of St. *Thomas* the Apoſtle then next following, and the Sum of 423 *l.* 8 *s.* 6 *d.* Reſidue, and in full Payment of the ſaid Sum of 2346 *l.* 17 *s.* upon the 25th Day of *March* next enſuing the Day of the Date of theſe Preſents: **Now theſe Preſents witneſs**, That the ſaid *J. K.* for himſelf, *&c.* doth covenant with the ſaid *R. J.* (Party thereto), his, *&c.* in Manner following, *viz.* That he the ſaid *J. K.* his, *&c.* ſhall and will well and truly pay the ſaid Sum of 2346 *l.* 17 *s.* unto the ſaid *R. J.* (Party hereto) his, *&c.* at the ſeveral Days and Times, and in the Manner herein before agreed, limited and expreſſed for the Payment thereof; **And alſo** that he the ſaid *J. K.* his, *&c.* ſhall and will, upon the ſaid *Michaelmas-day* now next enſuing, give and execute ſuch Security to the ſaid *R. J.* (Party hereto), his, *&c.* for the Payment of the Sum of 846 *l.* 17 *s.* Part of the ſaid Sum of 2346 *l.* 17 *s.* as he the ſaid *R. J.* (Party hereto) his, *&c.* ſhall approve of; **And alſo** that he the ſaid *J. K.* his, *&c.* ſhall, upon the ſaid —— Day next enſuing the Day of the Date hereof, well and truly pay unto the ſaid *R. J.* (Party hereto) his, *&c.* the one Half of a Year's Rent which ſhall then become due for the ſaid Inn and Premiſſes (Parliamentary Taxes uſually paid by Landlords, being thereout deducted and allowed:) **And** the ſaid *R. J.* (Party hereto) doth hereby for himſelf, *&c.* covenant with the ſaid *J. K.* his, *&c.* that he the ſaid *R. J.* (Party hereto) his, *&c.* ſhall and will upon the ſaid *Michaelmas-day* next enſuing the Day of the Date hereof, and upon Payment to him or them made by the ſaid *J. K.* his, *&c.* of the ſaid Sum of of 1500 *l.* (Part of the ſaid Sum of 2346 *l.* 17 *s.*) and upon the ſaid *J. K.* his Heirs, *&c.* giving ſuch Security for the Payment of the ſaid Sum of 846 *l.* 17 *s.* (Reſidue of the ſaid Sum of 2346 *l.* 17 *s.*) well and ſufficiently aſſign and transfer unto the ſaid *J. K.* his, *&c.* or unto ſuch other Perſon or Perſons, and his and their Executors, *&c.* as he or they ſhall nominate and appoint, the ſaid Inn with the Appurtenances, called the —— in *E.* aforeſaid, and all the Eſtate, Right, Title, Intereſt and Term for Years to come, Claim and Demand of him the ſaid *R. J.* (Party hereto) of, in, to or out of the ſame and the Leaſe thereof, free from all Incumbrances done or committed by the ſaid *R. J.* (Party hereto) or his ſaid late deceaſed Father, as by the ſaid *J. K.* his Executors or Adminiſtrators, or their Counſel learned in Law, ſhall be reaſonably deviſed, adviſed or required. **And it is hereby agreed**, that the ſaid Aſſignment ſhall be made at the Coſt and Charge of the ſaid *J. K.* his Executors and Adminiſtrators. **In Witneſs**, &c.

Agreement for the Good Will (or to deliver up Poſſeſſion) of a Houſe, in Conſideration of a Sum of Money, if the intended Tenant can procure a Leaſe from the original Landlord.

Articles, *&c.* **Between** *P. R.* of, *&c.* Spinſter, of the one Part, and *E. C.* of, *&c.* Butcher, of the other Part, as follows, *viz.*

P. R. in Poſſeſſion.

Whereas the ſaid *P. R.* is now in the Occupation of a Meſſuage or Tenement and Shop with its Appurtenances, ſituate, *&c.* called, *&c.* and held by her from his Grace the

now

now Duke of *N.* at and under the yearly Rent of 28 *l.* or thereabouts: **And whereas** it is hereby mutually agreed between the ſaid *P. R.* and *E. C.* as follows, *viz.* That if and in caſe he the ſaid *E. C.* can procure and obtain to him, his Executors and Aſſigns, a ſufficient Leaſe from the ſaid Duke of the ſaid Meſſuage or Tenement, Shop and Premiſſes, for the Term of 21 Years, to commence from *Chriſtmas* next, at and under the yearly Rent of 28 *l.* That ſhe the ſaid *P. R.* will not obſtruct the ſame; and that then ſhe the ſaid *P. R.* her Executors or Aſſigns, ſhall on or immediately before the ſaid *Chriſtmas-day* next, either aſſign all her Right to, or elſe quit and deliver up peaceable and quiet Poſſeſſion of the ſaid Meſſuage or Tenement, Shop and Premiſſes, together with the Goods and Things herein after mentioned, unto him the ſaid *E. C.* his Executors and Aſſigns; **In Conſideration whereof,** the ſaid *E. C.* hath agreed, that on his obtaining of ſuch Leaſe, and of Poſſeſſion ſo given him by the ſaid *P. R.* as aforeſaid, to pay to the ſaid *P. R.* the Sum of 30 *l.* or elſe 25 Guineas, upon Contingency, and in Manner as after mentioned: **Now theſe Preſents witneſs,** That in Purſuance of the ſaid Agreement, ſhe the ſaid *P. R.* for herſelf, her Executors and Adminiſtrators, doth hereby covenant to and with the ſaid *E. C.* his Executors and Adminiſtrators, that ſhe the ſaid *P. R.* her Executors or Aſſigns, will not obſtruct or hinder him the ſaid *E. C.* obtaining from the ſaid Duke ſuch Leaſe as aforeſaid; and that ſhe the ſaid *P. R.* her Executors or Aſſigns (in caſe of ſuch Leaſe ſo obtained by the ſaid *E. C.* in Manner as aforeſaid) ſhall and will on or immediately before *Chriſtmas-day* now next, at the Requeſt of the ſaid *E. C.* either aſſign over all her Right and Intereſt, or elſe deliver up quiet and peaceable Poſſeſſion unto him the ſaid *E. C.* his Executors or Aſſigns, as well the ſaid Meſſuage or Tenement, Shop and Premiſſes, with their Appurtenances, diſcharged from all Rent then due to the ſaid Duke; as alſo all and every the Goods and Things herein after particularly mentioned, as the ſame are now fixed in the ſaid Meſſuage, *viz.* *&c.* **And theſe Preſents further witneſs,** That if ſuch Leaſe ſhall be ſo made by the ſaid Duke to the ſaid *E. C.* in Manner as aforeſaid; and alſo in Conſideration of ſuch Aſſignment or Poſſeſſion to be ſo made and given by the ſaid *P. R.* to the ſaid *E. C.* in Manner as aforeſaid; **he** the ſaid *E. C.* **doth** for himſelf, his Executors and Adminiſtrators, covenant to and with the ſaid *P. R.* her Executors and Adminiſtrators, by theſe Preſents, that he the ſaid *E. C.* his Executors, Adminiſtrators or Aſſigns, ſhall, immediately after ſuch Leaſe ſo made, and Poſſeſſion ſo given to him in Manner as aforeſaid, pay or cauſe to be paid unto the ſaid *P. R.* her Executors or Aſſigns, either the Sum of 30 *l.* or elſe 25 Guineas, of lawful Money; but if he the ſaid *E. C.* ſhall only pay to the ſaid *P. R.* the Sum of 25 Guineas, then it is hereby further mutually agreed, that it ſhall be lawful for the ſaid *P. R.* to have, hold, uſe and enjoy the beſt Room up one Pair of Stairs of the ſaid Meſſuage, as and for her Apartment and Lodging-Room, for one whole Year from *Chriſtmas-day* next, without paying any Rent for the ſame. **Provided nevertheleſs,** That if the ſaid *E. C.* ſhall have an Opportunity to let the whole intire Floor one Pair of Stairs, or ſhall be minded to take the ſame into his own Hands, then on one Month's Notice to be by him given to her the ſaid *P.* or on his paying to her the ſaid *P. R.* a proportionable Part as an Equivalent to make up the ſaid 30 *l.* then ſhe the ſaid *P.* to quit the ſaid Room and Premiſſes. **Provided always,** and it is hereby expreſly agreed between the ſaid Parties hereto, That in caſe ſuch Leaſe from the ſaid Duke cannot be by him the ſaid *E. C.* obtained before *Michaelmas* next in Manner as aforeſaid, then he the ſaid *E. C.* to give three Days Notice thereof to the ſaid *P. R.* before *Michaelmas-day* next. **Provided alſo,** That if no ſuch Leaſe can be obtained by the ſaid *E. C.* from the ſaid Duke in Manner as aforeſaid, before *Chriſtmas* next, then theſe Preſents, and every Covenant, Condition and Agreement herein contained, ſhall from thenceforth be null and void; any Thing herein to the contrary notwithſtanding. **And laſtly** for true Performance, *&c.* (*Penalty.*) **In Witneſs,** &c.

Agreed that if *E. C.* can procure a Leaſe, *P. R.* will not hinder the ſame; and that then *P. R.* will either aſſign her Right or quit Poſſeſſion, together with Goods.

In Conſideration *E. C.* to pay 30 *l.* or 25 Guineas, as hereafter.

P. R. covenants not to obſtruct obtaining ſuch Leaſe.

To aſſign or deliver Poſſeſſion of the Houſe and Goods fixed therein.

E. C.'s Covenant to pay *P. R.* 30 *l.* or 25 Guineas.

If only 25 Guineas, *P. R.* to enjoy an Apartment for herſelf for one Year.

Provided that *E. C.* ſhall have the ſame in his own Hands on giving Notice and making up ſaid 30 *l.*

Proviſo that if ſuch Leaſe cannot be obtained, this Agreement to be void.

Agreement that a Leſſee ſhall procure a Leaſe for a longer Term than his preſent Leaſe, and afterwards grant a Building Leaſe of a Piece of Ground, Part of the Premiſſes; and if ſuch Leaſe for a longer Term cannot be obtained, this Agreement to be void.

Articles, &c. **Between** *J. C.* of, *&c.* Gardener, of the one Part, and *F. H.* of, *&c.* Barber Surgeon, and *E. C.* of, *&c.* Butcher, of the other Part.

Whereas, &c. (*Recital of a Leaſe from* B. B. *to* J. C. *of a Houſe, Stable,* &c. *and Part of a Garden, for* 21 *Years, at a Pepper-Corn Rent.*) **And whereas** it is mutually agreed between all the Parties hereto in Manner following, *viz.* That in caſe the ſaid *J. C.* his Executors, Adminiſtrators or Aſſigns, or any Perſon in Truſt for him or them, ſhall at any Time

Recital of a Leaſe from *B. B.* to *J. C.*

Agreement that if *J. C.* can procure a

Leaſe of ſame Premiſſes for 50 Years, he, &c. ſhall grant a Leaſe of Part of ſaid Premiſſes to *F. H.* and *E. C.* of which they are to execute a Counterpart, and to build thereon.

Time procure a good Leaſe to be made to him or them from *R. S.* of, &c. Eſq; or his Truſtees, of the before mentioned Premiſſes for the Term of 50 Years, (be the ſame more or leſs,) that he the ſaid *J. C.* his Executors or Aſſigns, or the ſaid *R. S.* or his Truſtees, ſhall then forthwith duly execute unto the ſaid *F. H.* and *E. C.* their Executors, Adminiſtrators and Aſſigns, a good Leaſe of the Piece of Ground herein after mentioned and deſcribed, (being Part of the above leaſed Premiſſes) for and during all ſuch Term of Years as ſhall or may be granted therein by the ſaid *R. S.* at and under the yearly Rent of a Pepper-Corn during ſuch Term, and that in ſuch Manner as herein after is for that Purpoſe mentioned, and by him covenanted to be performed. **And in Conſideration thereof,** They the ſaid *F. H.* and *E. C.* have agreed to accept of ſuch Leaſe, and to execute a Counterpart thereof, and alſo to build ſuch Number of Brick Meſſuages on the ſame Piece of Ground, and that in ſuch Manner as is herein after alſo covenanted to be performed. **Now theſe Preſents witneſs,** and the ſaid *J. C.* in Purſuance of his ſaid Agreement, doth hereby for himſelf, &c. covenant, &c. to and with the ſaid *F. H.* and *E. C.* their, &c. in Manner as follows, *viz.* That he the ſaid *J. C.* his, &c. ſhall forthwith uſe his and their utmoſt Endeavours to obtain and procure from the ſaid *R. S.* and his Truſtees, a good and ſufficient Leaſe, with the uſual, common and reaſonable Covenants to be duly executed unto the ſaid *J. C.* his, &c. of all and ſingular the Premiſſes compriſed in, and demiſed by the above recited Leaſe for the Term of 50 Years, or for ſuch other Term or Terms of Years as can or may be obtained or gotten therein; and alſo that either the ſaid *R. S.* or his Truſtees, or he the ſaid *J. C.* his Executors, &c. and all Perſons whoſoever claiming any Eſtate, Term or Intereſt, of, in or to the ſame Premiſſes, from, by, under or in Truſt for the ſaid *J. C.* his Executors, &c. ſhall and will within —— next after ſuch new Leaſe by him or them ſo obtained from the ſaid *R. S.* and his Truſtees as aforeſaid, at the Requeſt of the ſaid *F. H.* and *E. C.* their Executors, &c. make and duly execute and deliver unto the ſaid *F. H.* and *E. C.* one or more good and ſufficient Leaſe or Leaſes, with the uſual, common and reaſonable Covenants and Agreements to be therein contained as in ſuch Caſe accuſtomed, of **All** that Piece or Parcel of Ground, (being Part of the above mentioned Leaſehold Premiſſes,) ſituate, &c. aforeſaid, and containing the Dimenſions following, *viz.* from, &c. together with the free Uſe, Benefit and Advantage of the Water, and of a Drain to be made for carrying the ſame from a Well or dipping Place now belonging to the ſaid *J. C.* all Ways into the ſaid intended to be demiſed Piece of Ground, (which Drain is hereby agreed to be made and kept only free, cleanſed and repaired at the Charges of the ſaid *J. C.* together with all Ways, Paſſages, Waters, Water-Courſes, Profits, Commodities, Privileges and Appurtenances whatſoever to the ſame Piece of Ground, belonging or appertaining; **To hold** the ſame Piece of Ground and Benefit of Water and Premiſſes, for the ſaid Term of 50 Years more or leſs, or for ſuch other Term or Terms of Years as can, ſhall, or may be granted by the ſaid *R. S.* or his Truſtees therein, **At** and under the yearly Rent of a Pepper-Corn only, during all ſuch Term or Terms of Years; **And alſo** (if ſo required) ſhall and will then give a true atteſted Copy of ſuch Leaſe or Leaſes, which ſhall be ſo made from the ſaid *R. S.* or his Truſtees, to the ſaid *J. C.* as aforeſaid, and likewiſe a proper Covenant for producing the ſame at all Times when Occaſion requires, to the ſaid *F. H.* and *E. C.* their Executors, Adminiſtrators and Aſſigns, and to his and their Counſel and Attornies, or in any Court of Law, for the Maintenance and Juſtification of their Title to the ſaid Piece of Ground and Premiſſes, to be to them ſo leaſed as aforeſaid. **And theſe Preſents further witneſs,** and they the ſaid *F. H.* and *E. C.* (in Conſideration of ſuch Leaſe to be to them ſo made as aforeſaid, and alſo in Purſuance of their ſaid Agreement,) **Do** for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective Executors, Adminiſtrators and Aſſigns, covenant, promiſe and agree, to and with the ſaid *J. C.* his Executors, Adminiſtrators and Aſſigns by theſe Preſents, in Manner as follows, *viz.* That they the ſaid *F. H.* and *E. C.* their, &c. ſhall and will, at their own proper Coſts and Charges within —— next after the Day of the Date of ſuch Leaſe to be to them ſo made of the ſaid Piece of Ground, and poſſeſſed as aforeſaid, erect, build, and compleatly finiſh on the ſame Piece of Ground, at leaſt —— good Brick Meſſuages or Tenements, and alſo ſhall and will duly execute a Counterpart of ſuch Leaſe or Leaſes to be to them ſo made by the ſaid *J. C.* as aforeſaid, and fronting, &c. containing, &c. **In Witneſs,** &c.

and after to grant a Leaſe of ſuch Part to *F. H.* and *E. C.*

and a Copy of Leaſe from *R. S.* and to produce ſuch Leaſe.

Covenant to build, and execute a Counterpart of Leaſe granted by *J. C.*

Further Agreement as to the Conſideration Money on *R. S.*'s granting ſuch Leaſe, or in caſe he will not grant it.

Memorandum, It was mutually agreed, before the Execution of the above Articles, by all the Parties to the ſame, that in caſe after the Expiration of the above mentioned Term of 21 Years granted to the ſaid *J. C.* of the above leaſed Premiſſes, the above named *R. S.* on making ſuch new Leaſe of the ſame Premiſſes as above mentioned, ſhall inſiſt to have any Money, Rent reſerved thereon during the Term of ſuch new Leaſe, that then and in ſuch Caſe they the ſaid *F. H.* and *E. C.* ſhall duly execute a Bond with ſufficient Penalty to the ſaid *J. C.* his Executors and Aſſigns, for the Payment to him or them ſeverally, of one Moiety or Half Part of

ſuch Money, Rent to be ſo reſerved to the ſaid *R. S.* in ſuch new Leaſe to be made from him as aforeſaid, the ſame to commence and be payable from Expiration of the ſaid preſent Leaſe; and in caſe the ſaid *R. S.* will not grant a Leaſe to the ſaid *J. C.* of the ſaid Piece of Ground ſo agreed for at a Pepper-Corn, then the Articles to be void. **As Witneſs** our Hands the Day and Year firſt above written.

Subſequent Agreements touching the Purchaſe of two Leaſes, a Time after executing the Purchaſe Deeds being given for Payment of the Money and parting with Deeds, &c.

THIS Indenture made, *&c.* between the Reverend *J. S. &c.* of the one Part, and the Right Honourable *W. L.* and Viſcount *N.* Sir *J. M.* Knt. of the Honourable Order of the Bath, and *J. B.* of, *&c.* Executors, *&c.* of the other Part. **Whereas** by Indenture of Leaſe and Releaſe and Aſſignment, the Leaſe bearing Date the Day next before, *&c.* and the Releaſe bearing even Date herewith, and both executed before theſe Preſents, and made between the ſaid *W. L.* and Sir *J. M.* and *J. B.* of the one Part, and the ſaid *J. S.* of the other Part, whereby after reciting in the ſaid Indenture of Releaſe, two ſeveral Indentures of Leaſe of Grant and Demiſe, made and granted from and by the late and preſent Biſhops of *W.* of ſeveral Lands and Hereditaments therein particularly mentioned unto them the ſaid *W.* Lord *C.* Sir *J. M.* and *T. B.* and the ſaid *E.* late Duke of *K.* the firſt of which Leaſes being for three Lives now in Being, and the other for a certain Term of 21 Years therein mentioned; and further reciting (*inter alia*) certain Articles of Agreement, bearing Date the 11th Day of *March* then and now lately paſt, and made between the ſaid *W.* Lord *C.* of one Part, and *G. B.* of, *&c.* (for and on the Behalf of the ſaid *J. S.*) of the other Part, whereby they the ſaid *W.* Lord *C.* (in Conſideration of the Sum of 1600 *l.* to be paid to them in Manner as therein in mentioned,) had covenanted and agreed, on or before the firſt Day of *October* then and now next enſuing, to convey, aſſign and aſſure unto the ſaid *J. S.* the ſaid two ſeveral Indentures of Leaſes, and the ſaid ſeveral Lands, Hereditaments and Premiſſes therein mentioned, and thereby reſpectively granted and demiſed, to hold unto the ſaid *J. S.* his Heirs, Executors and Aſſigns, from *Michaelmas-day* then and now next enſuing, for and during the ſaid three Lives, and the Reſidue of the ſaid Term of 21 Years then to come, in ſuch Manner as in the ſaid Articles is mentioned; **It is witneſſed**, That in Performance of the ſaid Articles, and in Conſideration of the ſaid Sum of 1600 *l.* paid or ſecured to be paid by the ſaid *J. S.* to the ſaid *W.* Lord *C.* they the ſaid *W.* Lord *C. &c. have* granted, conveyed and aſſigned unto the ſaid *J. S.* his Heirs, Executors, Adminiſtrators and Aſſigns, the ſaid ſeveral and reſpective Leaſes, and the Lands and Hereditaments thereby granted and demiſed for the ſaid three Lives, and for and during the then and now Reſidue of the ſaid Term of 21 Years, in ſuch Manner as in the ſaid Indenture of Releaſe is mentioned and expreſſed; upon which Indenture of Releaſe there is a Receipt indorſed and ſigned by them the ſaid *W.* Lord *C.* for the ſaid 1600 *l.* Purchaſe Monies, as in and by the ſaid Indenture of Leaſe, Releaſe, and Receipt thereon indorſed, duly executed and ſigned by them the ſaid *W.* Lord *C. &c.* Relation being to them reſpectively had, more fully may appear: **And whereas** for ſome particular Reaſons it was thought proper and convenient, and ſigned by all the Parties hereto, (teſtified by their executing hereof,) that the ſaid Indenture of Leaſe, Releaſe and Receipt, ſhould before the firſt Day of *October* be now executed and ſigned in Manner as aforeſaid, yet notwithſtanding ſuch Execution thereof, the ſaid Sum of 1600 *l.* Conſideration Money in the ſaid Indenture of Releaſe mentioned, and for which ſuch Receipt given as aforeſaid, has not been by the ſaid *J. S.* as yet paid, nor was or is the ſame intended to be by him paid until *Michaelmas-day* now next enſuing; and that until Payment thereof, it was and is further agreed, that they the ſaid *W.* Lord *C.* ſhould recover the Rents of all the ſaid Premiſſes, and have the Cuſtody as well of the ſaid Leaſes and other Deeds relating to the Title of the ſaid purchaſed Premiſſes, as alſo the ſaid Indenture of Leaſe, Releaſe and Aſſignment thereof, and that then on Payment of the ſaid Purchaſe Monies, the ſame ſhould be delivered to the ſaid *J. S.* and that he from thenceforth ſhould be intitled to, and have and receive the Rents and Profits of all the ſaid Premiſſes, in ſuch Manner as herein after is mentioned: **Now this Indenture witneſſeth**, and it is hereby agreed and declared by and between all the Parties to theſe Preſents, that as well the ſaid two Leaſes, and all the Title Deeds relating to the ſaid purchaſed Premiſſes, as alſo the ſaid Indentures of Leaſe, Releaſe and Aſſignment thereof, ſhall remain in the Hands of one of them the ſaid *W.* Lord *C.* Sir *J. M.* and *J. B.* until *Michaelmas-day* now next enſuing; **And** the ſaid *J. S.* doth hereby acknowledge and declare, that the ſaid Sum of 1600 *l.* in the ſaid Indenture of Releaſe mentioned to be by him ſo paid as aforeſaid, has not been by him as yet paid: **And** he the ſaid *J. S.* for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, and for every of them, doth covenant,

To bear even Date with Releaſe.

Recitals, *viz.* The Indenture of Leaſe and Releaſe, and the Leaſes ſhort therein.

The Articles for the Purchaſe.

Conſideration of Releaſe, *&c.*

Alſo Reaſons for executing of the Releaſe before Monies paid, and Agreements touching the ſame after mentioned.

Preſent Conſideration and Agreements and Covenants, *&c. viz.* Purchaſe Deeds to remain in the Sellers Hands until *Michaelmas day* next.

Purchaſor's Declaration that he has not paid Purchaſe Monies, and that he will pay the ſame on *Michaelmas Day* next.

Sellers to receive Rents of Premiſſes till ſaid *Michaelmas Day* next.

Covenants from the Grantors, *viz.*

To pay Rent and Taxes till *Michaelmas Day* next, and then to deliver Title Deeds on Payment of the Purchaſe Monies.

Purchaſor from thence to enjoy, &c.

A Proviſo if Purchaſe Money be not paid at *Michaelmas Day* next, then theſe Deeds to be void.

covenant, promiſe and agree, to and with each of them the ſaid *W.* Lord *C.* their Executors and Aſſigns by theſe Preſents, in Manner as follows, *viz.* That he the ſaid *J. S.* his Heirs, Executors, Adminiſtrators or Aſſigns, ſhall and will well and truly pay, or cauſe to be paid unto the ſaid *M.* Lord *C.* ſome or one of them, or to the Executors or Aſſigns of the Survivor of them, at or in the now Dwelling Houſe of, &c. the Sum of 1600 *l.* of, &c. on the ſaid *Michaelmas-day* now next enſuing, or within —— Days then next following, without any Deduction or Abatement whatſoever, (other than and except in caſe all or any the Contingences ſhall happen, as in the before mentioned Articles are excepted touching the three Lives, in Manner as therein mentioned.) **And alſo**, That it ſhall and may be lawful, to and for them the ſaid *W.* Lord *C.* their Executors and Aſſigns, from henceforth peaceably and quietly to have, receive and take the clear Rents, Iſſues and Profits of all and ſingular the ſaid Leaſehold Premiſſes ſo purchaſed as aforeſaid, until the ſaid *Michaelmas-day* now next enſuing, according to the true Intent of theſe Preſents, and of the before mentioned Articles for that Purpoſe; any Thing in the ſaid in Part recited Indenture of Releaſe contained to the contrary thereof notwithſtanding: **And** each of them the ſaid *W.* Lord *C.* for themſelves, their Executors and Aſſigns, do and doth covenant, promiſe and agree, to and with the ſaid *J. S.* his Heirs and Aſſigns by theſe Preſents, in Manner as follows, *viz.* That they the ſaid *W.* Lord *C.* ſome or one of them, ſhall and will pay the ſeveral Rents, and perform the Covenants in the before mentioned ſeveral Leaſes reſerved and contained on the Leſſee's Part to be paid and performed; **And alſo** diſcharge all Taxes due and payable for ſaid purchaſed Premiſſes until *Michaelmas-day* now next enſuing; **And alſo** ſhall and will (on Payment of the ſaid Sum of 1600 *l.* Purchaſe Money, in Manner as aforeſaid,) deliver or cauſe to be delivered unto the ſaid *J. S.* his Heirs, Executors or Aſſigns, as well the ſaid two Leaſes, and all other the Title Deeds now in their or any of their Cuſtody or Power relating to the ſaid purchaſed Premiſſes, as alſo the before mentioned Indentures of Leaſe and Releaſe and Aſſignment thereof, ſafe, whole and uncancelled, (Fire and all other inevitable Accidents only excepted.) **And further alſo**, That it ſhall and may be lawful, to and for the ſaid *J. S.* his Heirs, Executors and Aſſigns, on Payment of the ſaid 1600 *l.* Purchaſe Monies, in Manner as aforeſaid, from *Michaelmas-day* now next, to have, hold, poſſeſs and enjoy all and ſingular the ſaid purchaſed Premiſſes, and to receive and take the Rents and Profits thereof, according to the true Intent and Meaning of the ſaid Indenture of Releaſe for that Purpoſe; any Thing to the contrary thereof notwithſtanding. **Provided always, and laſtly**, It is hereby expreſly agreed and declared by and between all the Parties hereto, and the true Intent and Meaning of them, and of theſe Preſents is, That in caſe Default ſhall happen to be made in Payment of the ſaid Sum of 1600 *l.* Purchaſe Monies, or of any Part thereof, on or before *Michaelmas-day* now next, or within the ſaid —— Days then next after, according to the true Intent of the ſaid Articles and of theſe Preſents, that then and in ſuch Caſe the ſaid herein before in Part recited Indenture of Leaſe and Releaſe, and the Conveyance, and Aſſignment thereby made of the ſaid purchaſed Hereditaments and Premiſſes, ſhall from henceforth be null, void, and of no Effect; any Thing to the contrary thereof in any wiſe notwithſtanding. **In Witneſs**, &c.

An Agreement (by Deed Poll) between Landlord and Tenant, whereby Tenant ſurrenders up Part of Premiſſes to Landlord, and he in Conſideration thereof releaſes to the Tenant Part of his Rent.

Indorſed on the Back of the Leaſe:

To all Perſons, &c. *the within named* A. *and* B. *ſend Greeting.*

Whereas the ſaid *A.* having Occaſion now to uſe, occupy and enjoy a Stable and Hay-Loft, and alſo a Piece of Ground lying before the ſame, as the ſaid Piece of Ground is now ſtabled and ſet out, (being Part of the within demiſed Premiſſes,) they the ſaid *A.* and *B.* have come to a mutual Agreement touching the ſame in Manner as follows, *viz.* That he the ſaid *B.* ſhall ſurrender and yield up all his Eſtate, Right, Term of Years and Intereſt of, in and to the ſaid Stable, Hay Loft and Piece of Ground unto the ſaid *A.* for the now Reſidue of the within granted Term of 21 Years in ſuch Manner as herein after is mentioned; *And that* he the ſaid *A.* in Conſideration thereof, ſhall abate and diſcharge unto the ſaid *B.* the yearly Sum of 40 *s.* out of the within reſerved yearly Rent of 12 *l.* payable to him by the ſaid *B.* in ſuch Manner as herein after alſo is mentioned. **Now know ye, And theſe indorſed Preſents witneſs**, That the ſaid *B.* (in Purſuance and Performance of his Part of the ſaid recited Agreement, and for and in Conſideration of the Sum of 5 *s.* of, &c. to him paid by

the ſaid *A.* at or before the executing hereof, the Receipt whereof is by him hereby acknowledged,) **Hath**, and by theſe Preſents he the ſaid *B.* **Doth** freely, clearly and abſolutely ſurrender, aſſign and yield up unto the ſaid *A.* all that the above and within mentioned Stable, Hay-Loft and little Piece of Ground lying before the ſaid Stable; and as the ſaid Piece of Ground is now ſtaked and ſet out, (being Part of the within demiſed Premiſſes,) together with all Ways, Paſſages, Waters, Water-Courſes, Profits, Commodities and Appurtenances whatſoever, to the ſaid hereby ſurrendered Premiſſes belonging and therewith now uſed, occupied and enjoyed, and all the Eſtate, Right, Title, Intereſt, Term of Years to come, Poſſeſſion, Property, Claim and Demand whatſoever of him the ſaid *B.* of, in and to the ſaid hereby aſſigned Premiſſes by virtue of the within written Indenture of Leaſe or otherwiſe howſoever; **To have** and to hold the ſaid Stable, Hay-Loft, Piece of Ground and Premiſſes hereby ſurrendered and aſſigned, or mentioned or intended ſo to be, with their Appurtenances, unto the ſaid *A.* his Executors, *&c.* from henceforth for and during all the reſt and Reſidue of the ſaid Term of 21 Years, which is now to come and unexpired, and that in as full, large, ample and beneficial Manner, to all Intents, Conſtructions and Purpoſes whatſoever, as he the ſaid *B.* his Executors or Adminiſtrators, could or might have had, held, occupied and enjoyed the ſame, in caſe theſe Preſents had not been made, **At** and under the yearly Rent of one Pepper-Corn, (if lawfully demanded.) **And theſe Preſents further witneſs**, That the ſaid *A.* (in Purſuance and Performance of his Part of the ſaid recited Agreement; and in Conſideration of the Surrender ſo made to him by the ſaid *B.* of the ſaid Stable, Hay-Loft and Piece of Ground as aforeſaid, **Hath**, and by theſe Preſents he the ſaid *A.* **Doth** for himſelf, his Heirs, Executors and Adminiſtrators, freely, clearly and abſolutely relinquiſh, abate, releaſe and diſcharge the ſaid *B.* his Executors, Adminiſtrators and Aſſigns, from henceforth during the now Reſidue of the ſaid within granted Term of 21 Years, of and from Payment of the yearly Sum of 40 *s.* (being Part of the yearly Rent of 12 *l.* by the ſaid Indenture of Leaſe reſerved and made payable to him the ſaid *A.*) and alſo of and from all Actions, Suits, Diſtreſſes, Troubles, Claims and Demands whatſoever of him the ſaid *A.* touching or concerning the ſame: **Nevertheleſs**, It is hereby mutually agreed and declared by and between them the ſaid *A.* and *B.* and they the ſaid *A.* and *B.* for themſelves and for their reſpective Executors, Adminiſtrators and Aſſigns, covenant, *&c.* that all the Reſidue of the within demiſed Premiſſes ſhall from henceforth ſtand and be ſubject and liable to the Payment of the yearly Rent or Sum of 10 *l.* (Reſidue of the yearly Rent of 12 *l.*) by the ſaid *B.* his Executors and Adminiſtrators, unto the ſaid *A.* his Executors and Aſſigns, payable on the Days within mentioned; and alſo to the ſeveral Covenants, Conditions and Agreements in the ſaid within written Indenture contained, and which from henceforth as well on the Leſſor's, as alſo the Leſſee's Part, are to be paid, allowed, done and performed according to the true Intent and Meaning of the ſaid Indenture, ſave and except only as to his the ſaid *B.*'s Payment of the ſaid yearly Sum of 40 *s.* (Part of the ſaid yearly Rent of 12 *l.*) ſo hereby abated and releaſed as aforeſaid, and alſo except all Manner of Reparations whatſoever from henceforth made, done and performed by him the ſaid *B.* his Executors and Adminiſtrators, according to his within mentioned Covenant for repairing the Premiſſes as to the ſaid Stable and Hay-Loft, ſo by him the ſaid *B.* ſurrendered up to the ſaid *A.* as aforeſaid. **In Witneſs**, &c.

An Agreement that a Leſſee will leave his Houſe, and deliver up his Leaſe to be cancelled at a Day agreed on, and before the Expiration of his Term; and in Conſideration thereof, the Leſſor covenants that the Leſſee ſhall be diſcharged from Rent due, and that if his Wife, &c. *be ſick, they may ſtay till they can be ſafely removed.*

Agreed the, &c. **Between** *J. L. &c.* of the one Part, and *A. K.* of, *&c.* of the other Part, as followeth, *viz.*

Whereas the ſaid *J. L.* doth now dwell in a Meſſuage or Tenement of and belonging to the ſaid *A. K.* ſituate in, *&c.* which he holds by virtue of a Leaſe granted to him from *P. S.* which expires on the Feaſt of Day St. *Michael* next enſuing the Date hereof: **Now** the ſaid *J. L.* for the Conſiderations here under mentioned, **Doth** hereby for himſelf, his Executors and Adminiſtrators, covenant and agree, to and with the ſaid *A. K.* his Heirs and Aſſigns, that he the ſaid *J. L.* his Executors and Adminiſtrators, will on or before the, *&c.* now next enſuing, leave and deliver up the actual Poſſeſſion thereof unto the ſaid *A. K.* his Heirs or Aſſigns, with all Things which are fixed and belonging thereunto, and according to the Tenor of the ſaid Leaſe, and will then alſo deliver up the ſaid Indenture of Leaſe to be cancelled:

Recital of *J. L.*'s living in a Houſe held by Leaſe. Covenant to leave the Premiſſes, *&c.*

Covenant to discharge the Rent.

celled: **In Conſideration** whereof the ſaid *A. K.* for himſelf, his Heirs and Aſſigns, doth hereby covenant and agree with the ſaid *J. L.* his Executors and Aſſigns, as followeth, *viz.* That he the ſaid *J. L.* his Executors and Adminiſtrators, ſhall be releaſed and diſcharged from all Rent due, and which ſhall become due for the ſaid Premiſſes, from *Michaelmas* laſt to the ſaid laſt Day of —— next, by virtue of the ſaid recited Leaſe; any Reſervation, Covenant or Thing therein contained to the contrary notwithſtanding; and at the ſame Time of ſurrendring the ſaid Leaſe to the ſaid *A. K.* he the ſaid *A. K.* will deliver up the Counterpart thereof to be cancelled. **And further**, That in caſe the ſaid *J. L.* or his Wife, or any of his Children, ſhall happen to be ſick at ſuch the ſaid Time of his leaving the ſaid Houſe and Premiſſes, ſo as it may endanger his or her Life to remove therefrom; in ſuch Caſe ſuch of them as ſhall be ſo ſick, ſhall have the Uſe of the Room (*over ſuch a Place*) until he or ſhe can be ſafely removed without Prejudice to his or her Healths. (*Add a Penalty.*) **In Witneſs**, &c.

And that if any of the Leſſee's Family be ſick at the Time of leaving the Premiſſes, they may ſtay in ſuch an Apartment.

Thirdly, Agreements for the Sale of Houſhold Goods and Merchandizes, Trees, Wood, Timber, granting Annuities, transferring Stocks, aſſigning Incumbrances, &c.

Articles for Sale of Houſhold Goods, &c. as they ſhall be appraiſed.

Articles, &c. Between *A.* of, *&c.* and *B.* of, *&c.*

FIRST, It is hereby mutually covenanted and agreed by and between the Parties to theſe Preſents, that all and ſingular the Houſhold Goods, Utenſils and Implements of Houſhold Furniture, which are the Property of and belong to her the ſaid *A.* and now are about or belonging to a Meſſuage now in her Occupation, called, *&c.* ſubject, *&c.* ſhall at the joint and equal Charge of them the ſaid Parties be appraiſed and valued by *C.* and *D.* (being two Perſons choſen by each of the ſaid Parties as Appraiſers for that Purpoſe) on or before the —— Day of this inſtant —— on or before which Day they the ſaid Appraiſers ſhall in Writing by them ſigned give their Valuation of the ſaid Goods to the ſaid Parties hereto; and in caſe the ſaid Appraiſers ſhall differ in ſuch Valuation, then they ſhall elect and chooſe a third skilful indifferent Perſon as an Umpire to determine and value the ſame, whoſe Valuation thereof within three Days next after his Election ſhall be concluſive and final therein to each of the ſaid Parties hereto, ſo as ſuch his Valuation be by him then ſigned and given, or tendered to the ſaid Parties. **And** the ſaid *A.* doth hereby covenant with the ſaid *B.* that ſhe the ſaid *A.* (immediately after ſuch Valuation made by the ſaid Appraiſer or Umpire of the ſaid Goods) ſhall and will make an abſolute Bill of Sale, and give Poſſeſſion of all the ſaid Goods ſo valued unto the ſaid *B.* at the Price or Sum of Money the ſame ſhall be ſo appraiſed and valuhd at as aforeſaid. **And** the ſaid *B.* doth hereby covenant with the ſaid *A.* that he the ſaid *B.* will accept and take the ſaid Goods at the Price the ſame ſhall be ſo appraiſed and valued at as aforeſaid; and that he the ſaid *B.* at the Time of her the ſaid *A.*'s executing ſuch Bill of Sale, and delivering him quiet Poſſeſſion of the ſaid Goods, according to ſuch Valuation thereof, ſhall and will then pay, or ſufficiently ſecure to be paid, to the ſaid *A.* the Sum of Money for which ſuch Goods ſhall be ſo valued at as aforeſaid. **And laſtly**, for true Performance, *&c.* (*Penalty.*) **In Witneſs**, &c.

Another for a Sale of Goods, according to an Appraiſement to be made.

WHereas *J. W. &c.* is intitled to and poſſeſſed of the ſeveral Goods and Things following, *viz.* (*here inſert the Particulars*) which ſaid Goods are now in a *Meſſuage, &c.* **Now it is mutually agreed** between the ſaid *J. W.* and *W. W.* of, *&c.* That all the ſaid Goods and Things ſhall within, *&c.* be appraiſed and valued by two Perſons, which the ſaid Parties ſhall and will within the Time aforeſaid nominate and chooſe for that Purpoſe; and according to ſuch the Appraiſement or Valuation, and at and for the Sum which the ſaid Goods ſhall ſo amount unto, the ſaid *J. W.* doth agree to ſell or aſſign his Right and Title to the ſaid Goods unto the ſaid *W. W.* and upon executing ſuch Sale or Aſſignment of the ſaid Goods, and his Right in and to the ſame, the ſaid *W. W.* doth agree and covenant to and with the ſaid *J. W.* to pay the Sum of Money which upon ſuch Appraiſement as aforeſaid the ſame ſhall ſo amount unto.

Agreement for the Sale of a Quantity of Goods or Merchandize expected from abroad, and to deliver the ſame on the Ship's Arrival; and if more in Quantity arrives, the above Purchaſor to have the Preference in buying the Surplus.

Agreed the, &c. **Between** *T. S.* of, &c. of the one Part, and *J. H.* of, &c. *A. W. T. G.* and *J. B.* &c. of the other Part, as followeth, *viz.*

THE ſaid *T. S.* for the Conſideration herein under mentioned, doth hereby ſell unto the ſaid *J. H. A. W.* &c. 250 Laſts of good Merchantable *Ruſſia* Tar, accounting the Laſtage thereof according to Cuſtom, if the ſaid *T. S.* ſhall have the ſaid Quantity of Tar arrive at *London* from *A.* in *R.* by the next Ships from thence, after the Date hereof. **And** the ſaid *T. S.* for himſelf, his Executors and Adminiſtrators, doth hereby covenant and agree to and with the ſaid *J. H.* &c. their Executors, Adminiſtrators and Aſſigns, jointly and ſeverally, That he the ſaid *T. S.* his Executors or Adminiſtrators, ſhall and will within ——— Days after the Arrival of the next Ships from *A.* into the River of *T.* after the Date hereof, deliver or cauſe the ſaid ——— Laſts of Tar ſo ſold as aforeſaid, to be delivered unto the ſaid *J. H.* &c. their Executors, Adminiſtrators or Aſſigns, or to their Order, or to ſome or one of them, at, &c. or at their ſeveral Wharfs in or near *L.* if he ſhall have the ſaid Quantity arrive at *L.* by the next Ships as aforeſaid. **In Conſideration** of which ſaid ——— Laſts of Tar ſo ſold and delivered as aforeſaid, the ſaid *J. H.* &c. do hereby for themſelves, their Executors, Adminiſtrators and Aſſigns, jointly and ſeverally covenant, promiſe and agree, to and with the ſaid *T. S.* his Executors, Adminiſtrators and Aſſigns, that they the ſaid *J. H.* &c. their Executors, Adminiſtrators or Aſſigns, or ſome of them, ſhall and will truly pay or cauſe to be paid unto the ſaid *T. S.* his Executors, Adminiſtrators or Aſſigns, ſo much lawful, &c. as the ſaid Tar ſhall amount unto, at and after the Rate of ——— *per* Laſt, accounting the Laſtage thereof according to Cuſtom, within ——— after Delivery thereof as aforeſaid. **And it is agreed** between the ſaid Parties, That if the ſaid *J. H.* &c. ſhall pay the ſaid Monies which the ſaid Tar ſhall amount unto, immediately after the Delivery thereof, that then the ſaid *T. S.* ſhall and will diſcount and allow thereout, after the Rate of ——— *per Cent. per Ann.* for prompt Payment. **And it is agreed** between the ſaid Parties, and the ſaid *T. S.* for himſelf, his Executors and Adminiſtrators, doth covenant and agree with the ſaid *J. H.* &c. their Executors, Adminiſtrators and Aſſigns, jointly and ſeverally, That if the ſaid *T. S.* ſhall have a greater Quantity of Tar than the ſaid —— Laſts arrive as aforeſaid by the next Ships from *A.* ſo as the ſame do not exceed —— Barrels in the Whole, including the ſaid —— Laſts, (which the ſaid *T. S.* promiſes his whole Importation by the next Ships ſhall not exceed) in ſuch Caſe the ſaid *J. H.* &c. ſhall for —— Days Time after Arrival of the ſaid Tar, have the Preference before any other to buy the ſaid further Quantity of Tar at the Rate of —— *per* Laſt, and to pay for the ſame in —— after Delivery as aforeſaid. *(Mutual Penalties may be added.)* **In Witneſs,** &c.

Sale of a Quantity of Tar, if ſo much comes by the next Ships.

Covenant to deliver the ſame.

Covenant to pay for the ſame.

Allowance for prompt Payment.

If more in Quantity arrives, the above Purchaſor to have the Preference and Time for Payment.

Agreement for the Sale and Delivery of a Parcel of Goods of ſuch Patterns on Arrival of a Ship's Freight, free and clear from Damage, and that the Purchaſor on Notice of the Ship's Arrival ſhall receive and pay for the ſame, and pay the Duty on Importation.

Agreed, &c. **Between** *N. G.* of the one Part, and *J. S.* of the other Part, as follows, (that is to ſay,)

THE ſaid *N. G.* for himſelf, &c. doth covenant, &c. to and with the ſaid *J. S.* his, &c. that he the ſaid *N. G.* for the Conſiderations, and at the Price here under mentioned, ſhall and will deliver, or cauſe to be delivered unto the ſaid *J. S.* his, &c. in the River of ——— Freight free, and clear from Damage —— *lb.* Weight of —— of the ſeveral Sorts, and agreeable to the ſeveral Patterns hereunto annexed: **And** the ſaid *J. S.* for himſelf, &c. doth covenant, promiſe and agree to and with the ſaid *N. G.* his, &c. that he the ſaid *J. S.* his, &c. ſhall and will, upon Notice to him or them given by the ſaid *N. G.* his, &c. of the ſaid —— being arrived in the River of *T.* receive, or cauſe the ſame to be received, from aboard ſuch Veſſel wherein the ſame ſhall be imported, or ſhall then be; and ſhall and will well and truly pay or cauſe to be paid unto the ſaid *N. G.* his, &c. ſo much lawful, &c. as the ſaid ——— *lb.* Weight of —— ſhall amount unto, at the Rate of —— *per* Pound; **And** ſhall and will alſo bear, pay

and discharge all the Custom-Duties and other Charges to be paid for and in Respect of the said ——— after their Arrival in the River of *T.* Freight excepted. (*Penalties may be added.*) **In Witness**, &c.

Agreement for the Sale of a Quantity of Goods, if the Factors have them by them at the Ship's Arrival at such a Place.

Agreed the, *&c.* **Between** *G. W.* and *T. S.* of, *&c.* of the one Part, and *T. N.* of, *&c.* of the other Part, as followeth, (that is to say,)

Covenant that a Merchant's Factors shall deliver on Board a Quantity of Tar on the Ship's Arrival.

The said *G. W.* and *T. S.* do hereby for themselves, their Executors, Administrators, Factors or Assigns, covenant, promise and agree to and with the said *T. N.* his Executors and Assigns, that *H. S.* and *O. M.* Merchants at *A.* the Factors of the said *G. W.* and *T. S.* shall, within ——— Days after the next Arrival of the Ship *V. H. R.* Master, at *A.* after the Date hereof (to which Place she is now bound) deliver, or tender to be delivered on Board the said Ship, for the proper Account and Risque of the said *T. N.* at *L.* six Barrels of Tar, of the same Goodness and Size as are usually sold and delivered at *A.* to the *Hollanders* upon Contract; and likewise such further Quantity of the said Tar as the said *H. R.* shall require, not exceeding four Barrels, if the said *H. S.* and *O. M.* shall within the Time aforesaid have the six Barrels, and any such further Quantity thereof at *A.* not sold or disposed of, or any less Quantity of Tar which they shall then have not so sold or disposed of upon the said Ship's Arrival there, as hereunder is mentioned:

Covenant that the same shall be received on Board.

And the said *T. N.* his Executors, Administrators and Assigns, doth hereby covenant, promise and agree, to and with the said *G. W.* and *T. S.* their Executors and Assigns, jointly and severally, that the said six Barrels, and what further Quantity of Tar the said *H. S.* and *O. M.* shall have ready, and shall deliver, or tender to be delivered on Board the said Ship, within —— Days after her Arrival at *A.* or any such less Quantity as aforesaid, shall be received on Board the said Ship, for the Account of the said *T. N.* as aforesaid:

And Bills of Lading delivered.

And that he the said *H. N.* or the Master of the said Ship for the Time being, shall sign Bills of Lading for what shall be so received on Board her, to be delivered to the said *T. N.* or his Order in *L.* and that he the said *T. N.* his Executors and Administrators, shall and will stand to and bear all Risques and Damages thereof after the same shall be so shipped:

And to pay for the Tar after such Rate.

And also that the said *T. N.* his Executors, Administrators or Assigns, within —— Days after the said Bills of Lading for the said Tar shall be received by or delivered to the said *T. N.* his Executors or Administrators, by or from the said *G. W.* and *T. S.* or either of them, he the said *T. N.* his Executors, Administrators or Assigns, shall and will well and truly pay or cause to be paid unto the said *G. W.* and *T. S.* their Executors or Assigns, in *L.* so much lawful, *&c.* as the Tar, which shall be so delivered on Board the said Ship, and for which the said Bills of Lading shall be signed as aforesaid, shall amount to, at and after the Rate of —— *per* Barrel.

And that if the Factors have not any Tar by them on the Ship's Arrival, this Agreement to be void, *&c.*

And lastly, it is declared and agreed by and between the said Parties, That in Case the said *H. S.* and *O. M.* shall not have any Tar by them, or that what Tar they shall have by them shall happen to be sold or disposed of at the Arrival of the said Ship at *A.* that then and in either of the said Cases these Presents, and every Thing therein contained, shall be void and of none Effect; any Thing aforesaid to the contrary notwithstanding.

And it is further agreed by and between all the said Parties to these Presents, That the said *T. N.* shall pay all Charges of shipping on Board the said Goods, not exceeding two *per Cent.* **In Witness**, &c.

Agreement that the Trees on an Estate sold shall be valued, and the Value paid by the Purchasor of the Estate.

Articles of Agreement, *&c.* **Between** *W. R.* of, *&c.* Gent. of the one Part, and *J. T.* of *London*, Gent. and *C. T.* of the City of *Chichester*, Widow, Mother of the said *J. T.* of the other Part, as followeth.

Recital of Agreement for a Purchase of Lands, that the Trees thereon should be valued, and the Value paid to the Bargainor;

Whereas the said *W. R.* did lately agree with the said *J. T.* and *C. T.* for the Purchase of all that, *&c.* and did agree also that he the said *W. R.* should pay for all Trees growing upon the Premisses agreed to be purchased as aforesaid, (other than Pollard and Fruit-Trees, and such Trees which are not worth in Value 3*s.* a-piece) such further Sum of Money as the said Trees (other than and except as aforesaid) should be appraised and valued at by *H. H.* *&c.* (Appraiser nominated by the said *J. T.* and *C. T.*) and *G. B.* of, *&c.* (Appraiser nominated by the said *W. R.*) and in Case they should not agree in the Value of the said Trees agreed to be paid for as aforesaid, then such further Sum of Money as a third Person, to be chosen by the said *H. H.* and *G. B.* should value the same Trees at:

And whereas in Pursuance of

of the ſaid Agreement the ſaid Meſſuages, Lands and Premiſſes agreed to be purchaſed as aforeſaid, have at the Requeſt of the ſaid *W. R.* been conveyed unto and to the Uſe of him and one *W. J.* and their Heirs; and the ſaid Sum of 1680*l.* hath been paid to the ſaid *J. T.* and *C. T.* by the ſaid *W. R.* but the ſaid Trees agreed to be paid for as aforeſaid have not yet been valued: **Now theſe Preſents witneſs**, that it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, as followeth, *viz.* That the ſaid *H. H.* and *G. B.* ſhall make and declare their Valuation of the ſaid Trees agreed to be paid for as aforeſaid on or before the firſt Day of *March* next enſuing the Date of theſe Preſents; and in Caſe they ſhall not agree in the Valuation of the Trees to be valued as aforeſaid on or before the ſame Day, that then they ſhall forthwith nominate and agree upon a third Perſon to make his Valuation of the ſaid Trees agreed to be valued as aforeſaid, which Valuation ſhall be made and declared on or before the 10th Day of *March* next enſuing the Date of theſe Preſents. **And** the ſaid *W. R.* for himſelf, his Heirs, Executors and Adminiſtrators, doth hereby covenant and agree to and with the ſaid *J. T.* and *C. D.* their Executors and Adminiſtrators, that he the ſaid *W. R.* his Executors or Adminiſtrators, ſhall and will within the Space of 20 Days next after the ſaid *H. H.* and *G. B.* ſhall have declared ſuch their Valuation, to be made by them as aforeſaid; or in Default of ſuch Valuation, then within the Space of 20 Days next after ſuch third Perſon to be nominated as aforeſaid, ſhall have declared ſuch his Valuation to be made as aforeſaid, well and truly pay or cauſe to be paid unto the ſaid *J. T.* and *C. T.* their Executors, Adminiſtrators or Aſſigns, ſuch Sum of lawful Money of *England*, as by ſuch Valuation which ſhall be made and declared as aforeſaid, the ſaid Trees agreed to be valued as aforeſaid, ſhall amount unto. **And** the ſaid *J. T.* for himſelf, his Heirs, Executors and Adminiſtrators, and the ſaid *C. T.* for herſelf, her Heirs, Executors and Adminiſtrators, do, and each of them doth covenant, declare and agree, to and with the ſaid *W. R.* his Heirs, Executors, Adminiſtrators and Aſſigns, by theſe Preſents, as followeth, *viz.* That they the ſaid *J. T.* and *C. T.* ſhall and will accept of ſuch Sum of Money as the ſaid Trees agreed to be valued as aforeſaid, by ſuch Valuation as ſhall be made and declared as aforeſaid, ſhall amount unto, in full Satisfaction for ſuch Trees; and alſo ſhall and will on Receipt of ſuch Sum acquit, releaſe and diſcharge the ſaid *W. R.* and *W. J.* their Heirs, Executors, Adminiſtrators and Aſſigns, of and from all Contracts and Agreements for, touching or concerning ſuch Trees, to be valued as aforeſaid, in ſuch Manner as their or any of their Counſel learned in the Law ſhall reaſonably adviſe or deviſe and require; and ſhall and will on or before ſuch Receipt deliver or cauſe to be delivered unto the ſaid *W. R.* his Heirs or Aſſigns, all ſuch Deeds, Evidences and Writings as touch or concern the ſaid Premiſſes conveyed as aforeſaid, which they the ſaid *J. T.* *C. T.* and *W. V.* Gent. their Agent or Attorney, or any of them, have or hath in their or any of their Cuſtody or Power, or which they or any of them can come by without Suit in Law or Equity. **Provided always**, That if either of the ſaid Appraiſers nominated as aforeſaid, or ſuch third Perſon to be nominated as aforeſaid, ſhall die before any ſuch Valuation as aforeſaid ſhall be made and declared as aforeſaid, then and in ſuch Caſe ſome other Perſon or Perſons ſhall immediately after ſuch dying be nominated in the Room or Stead of ſuch Perſon or Perſons ſo dying, by ſuch Perſon or Perſons who had before nominated ſuch Perſon or Perſons ſo dying; and in Caſe of any ſuch new Nomination or Nominations, Time ſhall be allowed for making a Valuation of the ſaid Trees agreed to be valued as aforeſaid, and for Payment of the Monies agreed to be paid for the ſame perſonally, to the reſpective Times herein before particularly mentioned and allowed for making a Valuation of the ſaid Trees, and for Payment of the Monies agreed to be paid for the ſame. **And** for the true Performance of ſuch of the Covenants and Agreements herein before contained, which on the Part and Behalf of the ſaid *W. R.* his Heirs, Executors or Adminſtrators, ought to be performed, according to the true Intent and Meaning of theſe Preſents, he the ſaid *W. R.* doth hereby oblige and bind himſelf, his Heirs, Executors and Adminiſtrators, unto the ſaid *J. T.* and *C. T.* their Executors, Adminiſtrators and Aſſigns, in the Penal Sum of 1200*l.* (*The like Covenant from* J. T. *and* C. T. *to the ſaid* W. R.) **In Witneſs**, &c.

that the Lands have been accordingly conveyed, but the Trees have not yet been valued.

Agreement to make a Valuation, or refer the ſame to a third Perſon.

Covenant to pay according to the Valuation.

Covenant to accept the ſame, and ſign an Acquittance,

and deliver up Deeds concerning the Premiſſes conveyed.

Proviſo in Caſe of Death of any of the Appraiſers.

Penalty.

Indorſed on the ſaid Articles.

Memorandum, That before the Sealing of the within written Articles it was agreed between the Parties thereto, that ſuch Perſon or Perſons, who by Virtue of the within Articles ſhall make and declare a Valuation of the Trees thereby agreed to be valued, ſhall alſo make and declare a Valuation of all ſuch Trees (other than Fruit-Trees and Pollards) as are growing upon the Lands and Premiſſes agreed to be purchaſed, as in the within written Articles is mentioned, which they ſhall find to be worth more than 2*s.* 6*d.* a-piece, and not worth 3*s.* a-piece; and in Caſe ſuch Trees upon ſuch Valuation ſhall amount in Value to more than 30*l.* that then the ſaid *W. R.* his Executors or Adminiſtrators, ſhall pay unto the ſaid *J. T.*

Memorandum as to the Value of the Trees.

J. T. and *C. T.* their Executors or Adminiſtrators, ſuch Sum of Money as the ſame Trees worth more than 2*s.* 6*d.* a-piece, and not worth 3*s.* a-piece, ſhall upon a Valuation to be made thereof as aforeſaid amount to more than 30*l.*

Agreement for the Sale of a Parcel of Trees growing, and Liberty to cut down and carry them away, &c.

Articles of Agreement indented, *&c.* **Between** *R. H.* of —— of the one Part, and *E. M.* of —— Timber-Merchant, of the other Part, in Manner following, (that is to ſay,)

Sale of Timber Trees.

FIRST, The ſaid *R. H.* in Conſideration of —— to him in Hand paid at, *&c.* by the ſaid *E. M.* the Receipt, *&c.* and in Conſideration of the further Sum of —— to be paid him by the ſaid *E. M.* his Executors or Adminiſtrators, as hereunder is mentioned, **hath** granted, bargained and ſold, and by, *&c.* **Doth** bargain and ſell unto the ſaid *E. M.* his * Executors, Adminiſtrators and Aſſigns, —— of the Oak Trees now ſtanding and growing in and upon the Lands and Grounds belonging to the ſeveral Farms, called —— or any of them, in the Pariſh of, *&c.* now in the Tenure, *&c.* which the ſaid *E. M.* his Executors or Aſſigns, ſhall think fit to chuſe, and take from all or any of the ſaid Farms, and the Lands and Grounds thereunto belonging, or to any of them, together with the Tops and Bark of and belonging to the ſaid —— Trees hereby ſold. **And** the ſaid *R. H.* for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant, promiſe and agree, to and with the ſaid *E. M.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, that at all or any Time or Times, until the, *&c.* which will be in the Year of, *&c.* he the ſaid *E. M.* his Executors, Workmen, Servants, or Aſſigns, ſhall and may have free Liberty of Ingreſs, Egreſs and Regreſs, into and from all or any Part of the Lands and Grounds belonging to the Farms aforeſaid, or any of them, with Horſes, Carts and Carriages, to chuſe, take, fell, cut down and carry away the ſaid —— Trees, and the Tops and Bark thereof, to and for his and their own Uſe and Uſes; and like Liberty to make and dig Saw-Pits in convenient Places in the ſaid Grounds, and therein to ſaw, cut out and convert all, or ſo many of the ſaid Trees as he or they ſhall think fit, for the better Conveniency of Carriage thereof. **And** the ſaid *E. M.* for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant, promiſe and agree, to and with the ſaid *R. H.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, as followeth, (that is to ſay,) That within the Time aforeſaid he the ſaid *E. M.* his Executors, Adminiſtrators, Servants or Aſſigns, will chuſe out, and at his and their own Charge fell, cut down and carry away the ſaid —— Trees ſo ſold to him as aforeſaid; and in Conſideration, and in full for the Purchaſe thereof, ſhall and will truly pay or cauſe to be paid unto the ſaid *R. H.* his Executors, Adminiſtrators or Aſſigns, the Sum of —— in the Manner following, *viz.* —— Part thereof on the, *&c.* next enſuing the Date of theſe Preſents, and the remaining Sum of, *&c.* on the, *&c.* then next following. (*Penalty.*) **In Witneſs**, &c.

Liberty to cut them down and take them away, *&c.*

Covenant to take them away and pay the Purchaſe Money.

Another.

AS in the laſt to the Parcels. **All** thoſe 500 Oak Timber Trees and two Elm Trees marked with the Letters *E. M.* with the Boughs, Tops and Bark to them and every of them belonging, now ſtanding, growing and being in or upon the Farms and Lands of him the ſaid *R. H.* lying and being in the Pariſhes of *S.* and *A.* in the County of *S.* **To have and to hold** all and ſingular the ſaid Trees, with the Boughs, Tops and Bark thereof, unto the ſaid *E. M.* his Executors, Adminiſtrators and Aſſigns, as his and their own proper Goods and Chattels, and to his and their own Uſe and Uſes, from henceforth for ever. **Item**, The ſaid *R. H.* doth hereby covenant, promiſe and agree, to and with the ſaid *E. M.* his Executors and Aſſigns, that it ſhall and may be lawful to and for the ſaid *E. M.* his Executors, Adminiſtrators and Aſſigns, and his and their Servants and Workmen, with Horſes, Carts and Carriages, from Time to Time, and at all convenient Times, until the —— Day of —— which ſhall be in the Year, *&c.* to enter and come into and upon the Farms and Lands where the ſaid Trees or any of them are now ſtanding and growing, there to fell, cut down, grub up, hew, ſaw, work out, convert and carry away all and every the ſaid Trees before hereby bargained and ſold, and the Boughs, Tops and Bark thereof; and to dig and make Saw-Pits in the ſame Lands for the converting the ſame Trees, (doing as little Hurt, Damage or Spoil thereby as poſſibly may be): And that he the ſaid *E. M.* his Executors, Adminiſtrators and Aſſigns, ſhall and may at all Times hereafter peaceably and quietly have, hold, take, poſſeſs and

Liberty to cut and carry them away, *&c.*

and to dig Saw-Pits.

Peaceable Enjoyment.

and enjoy all and every the before mentioned Trees, and the Boughs, Tops and Bark thereto belonging, without any Let, Suit, Claim, Interruption or Diſturbance of or by the ſaid *R. H.* his Heirs, Executors or Adminiſtrators, or any Perſon or Perſons lawfully claiming, or which ſhall or may claim the ſame, by, from or under him or them. **Item**, The ſaid *E. M.* in Conſideration of the Premiſſes, doth hereby covenant, promiſe and agree, to and with the ſaid *R. H.* his, *&c.* that he the ſaid *E. M.* his, *&c.* ſhall and will well and truly pay or cauſe to be paid unto the ſaid *R. H.* his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of 70 *l.* on the —— Day of —— now next enſuing, **And alſo** that he the ſaid *E. M.* his, *&c.* ſhall and will within the Space of one Month next after the ſaid —— Day of, *&c.* fill up all ſuch Saw-Pits as ſhall for the Purpoſes aforeſaid have been before that Time made by him or his Servants, or Workmen, on any of the Lands or Grounds aforeſaid; and ſhall and will by the Time aforeſaid carry off all the ſaid Trees, and the Timber, Bark, and other Stuff thereby ariſing, and clear the ſaid Lands and Grounds from the ſame; **And** that if the ſaid Trees, or the Timber, Bark, and other Stuff thereby ariſing, ſhall not by the Time aforeſaid be carried off the ſaid Lands and Grounds, and the Saw-Pits ſo filled up as aforeſaid, that then and in ſuch Caſe he the ſaid *E. M.* his Executors and Adminiſtrators, ſhall and will anſwer, pay and make good unto the Tenants of the Premiſſes all ſuch reaſonable Damage as ſhall be ſuſtained by them, or any of them, for or by Reaſon or Means, or on Account thereof. **In Witneſs**, &c.

Covenant to pay the Purchaſe Money

and before ſuch a Day fill up Saw Pits, and take away the Trees, Timber, Bark, *&c.* or make Satisfaction to the Tenants.

The like of ſeveral Acres of Underwood.

Agreed, &c. **Between**, &c.

The ſaid *P. J.* for Conſiderations here under mentioned, doth ſell to the ſaid *L. S.* all the Underwood growing and being upon —— Acres of Ground, now in the Occupation of *J. G.* in, *&c.* within the Manor of *C.* belonging to the ſaid *P. J.* **And** the ſaid *P. J.* *&c.* doth hereby covenant, *&c.* (*Liberty to cut down and take away the Wood.* Vide *the foregoing Precedents.*) **And** the ſaid *L. S.* for himſelf, *&c.* doth covenant, *&c.* that he the ſaid *L. S.* his Executors or Adminiſtrators, in Conſideration of the ſaid Underwoods ſo ſold as aforeſaid, ſhall and will truly pay or cauſe to be paid unto the ſaid *P. J.* her Executors, Adminiſtrators or Aſſigns, the Sum of —— of lawful, *&c.* on the ſaid, *&c.* which will be, *&c.* **And likewiſe** that he the ſaid *L. S.* his Executors, Servants or Aſſigns, ſhall and will cut the ſaid Underwoods in ſuch Manner as the ſame are uſually cut and felled in the ſaid Manor, without doing or committing any Hurt or Spoil to any other the Woods belonging to the ſaid *P. J.* or otherwiſe. (*Penalties.*) **In Witneſs**, &c.

Covenant to pay the Money,

and cut the Underwoods as uſual, without hurting the other Woods.

Another for the Sale of a Parcel of Trees, wherein the Purchaſors are to provide Veſſels to carry them from the Seller's Wharf.

Agreed, &c. **Between** *T. R.* of the one Part, and *H. D.* and *T. C.* of the other Part, *viz.*

The ſaid *T. R.* for the Conſiderations, *&c.* doth ſell, *&c.* (Vide *the laſt Precedent.*) **And** the ſaid *H. D.* and *T. C.* covenant with the ſaid *T. R.* That they will provide Hoys, or Veſſels, to take and receive the ſaid Timber Trees from the ſaid *T. R.*'s Wharf, from Time to Time, as the ſame ſhall be ready there, within the Time aforeſaid. **And** the ſaid *H. D.* and *T. C.* or ſome or one of them, will pay, or cauſe, *&c.* unto the ſaid *T. R.* —— *per* Load for every Load thereof, ſquare Meaſure, and proportionably for a leſſer Quantity than a Load, as followeth, *&c.* —— thereof on the, *&c.* and the Remainder of the ſaid Money which the ſaid Timber ſhall amount unto, by the Meaſure thereof as aforeſaid, on the —— next following. (*Penalty.*) **In Witneſs**, &c.

The like of Timber to be choſen by the Purchaſor out of a Parcel on a Wharf; and if any Pieces fall ſhort of what they are marked at, Allowance to be made by the Seller.

Agreed, &c. **Between** *E. L.* of, *&c.* of the one Part, and *J. T.* of the other Part, as followeth, *viz.*

The ſaid *E. L. &c.* in Conſideration of the Sum of ——, to them in Hand paid at the Sealing and Delivery hereof, by the ſaid *J. T.* in Part for the Timber here under mentioned,

Sale of Timber, to be choſen by the Purchaſer

Out of a Parcel on a Wharf, an Agreement to deliver the ſame. Covenant to pay the Purchaſe Money. Agreement that if any of the Pieces fall ſhort of what they are marked at, Allowance to be made.

tioned, the Receipt, &c. and for the further Conſideration here under mentioned, do ſell unto the ſaid *J. T.* —— Loads of Oak Timber, to be taken and choſen by the ſaid *J. T.* out of the whole Parcel of Timber belonging to the ſaid *E. L.* and Partners, and now lying on (*ſuch a Wharf*) belonging to Mr. *H. S.* at the Rate or Price of ——— *per* Load; **And** doth agree and promiſe to and with the ſaid *J. T.* to deliver all the ſaid Timber to the ſaid *J. T.* or Aſſigns, at the Wharf aforeſaid, when, and at ſuch Times as he or they ſhall demand, or think fit to take the ſame, or any Part thereof. **In Conſideration** whereof, the ſaid *J. T.* for himſelf, &c. doth hereby covenant, &c. that he will pay, or cauſe to be paid, unto the ſaid *E. L.* his Executors or Aſſigns, over and above the ſaid —— paid at Sealing hereof, all the remaining Part of the Monies which the ſaid Timber ſhall amount unto, at the ſaid Price of —— *per* Load, as the ſame ſhall meaſure upon the Wharf, as followeth, *viz.* (*ſo much on ſuch a Day*, &c.) And it is agreed, that if any of the Pieces of the ſaid Timber ſhall fall ſhort of the ſaid Meaſure as they are marked at, the ſaid *E. L.* ſhall make good the Meaſure thereof to the ſaid *J. T.* or allow and deduct for the ſame out of the Money to be paid as aforeſaid. (*Penalty.*) **In Witneſs**, &c.

For the Sale of ſeveral Parcels of Oak Planks, the Dimenſions deſcribed, to be delivered to the Purchaſor at his own Wharf, the Seller to pay Lighterage; a Perſon agreed on to meaſure it. Payment to be on Delivery of each Parcel, or no more to be delivered.

Agreed, &c. **Between** *T. C.* of the one Part, and *J. W.* of the other Part, as followeth, *viz.*

Sale of Planks of ſuch Dimenſions, and Delivery of the ſame at the Purchaſor's Wharf. The Seller to be at the Charge of Lighterage. The Purchaſor to receive the ſame, and to pay ſo much *per* Load, &. Perſon agreed to meaſure it. Agreement in caſe on Non-payment on Delivery of each Parcel.

THE ſaid *T. C.* for the Conſiderations, and at the Price here under mentioned, doth ſell unto the ſaid *J. W.* ——— Loads of ——— Inches Oaken Plank, to mete by Computation, one Plank with another, at —— Feet in Length, and none leſs than —— Feet, and to mete as aforeſaid at the Top Ends —— Inches in Breadth, and none leſs than —— Inches; **And** that he the ſaid *T. C.* will deliver —— Loads of the ſaid Plank to the ſaid *J. W.* at his Wharf at, &c. within —— Days after the Date hereof, if required by the ſaid *J. W.* and all the reſt of the ſaid Plank at the Place aforeſaid, within the Space of —— Months after the Date hereof, he paying for the ſame as hereunder is mentioned; **And** that he the ſaid *T. C.* will pay the Charge of Lighterage of the ſaid Plank to the ſaid *J. W.*'s Wharf aforeſaid; **And** the ſaid *J. W.* doth hereby, for himſelf, his Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *T. C.* his Executors and Aſſigns, as followeth, *viz.* That he the ſaid *J. W.* his Executors, Adminiſtrators or Aſſigns, will take and receive the ſaid ——— Loads of Plank on Shore at his Wharf aforeſaid, immediately as the ſame, or any Part thereof, ſhall be brought thither, by or from the ſaid *T. C.* his Executors and Aſſigns, within the ſaid —— Months after the Date hereof; **And** that he the ſaid *J. W.* his Executors, Adminiſtrators or Aſſigns, will truly pay, or cauſe to be paid, unto the ſaid *T. C.* his Executors or Aſſigns, the Sum of — of lawful, &c. *per* Load for every Load of the ſaid — Inch Plank, which ſhall be delivered in as aforeſaid, and will pay ſo much Money as each Parcel thereof, at the Rate aforeſaid, ſhall amount unto, immediately after the ſame ſhall be delivered as aforeſaid, and meaſured by *W. P.* **Who** the ſaid Parties do agree ſhall meaſure the ſame: **And** that he the ſaid *J. W.* his Executors and Adminiſtrators, ſhall likewiſe pay the Charge of taking the ſaid Plank aſhore. **And laſtly**, it is declared and agreed by and between the ſaid Parties, for themſelves, their Executors and Adminiſtrators, that if the ſaid *J. W.* his Executors, Adminiſtrators or Aſſigns, ſhall not pay the Money which each Parcel of the ſaid Plank ſhall amount unto, immediately after the ſame ſhall be delivered in, and meaſured as aforeſaid, in ſuch Caſe the ſaid *T. C.* his Executors and Adminiſtrators, ſhall be at his and their Liberty, whether he or they will deliver any more of the ſaid Plank, or not; theſe Preſents, or any Covenant, Article or Thing herein contained to the contrary notwithſtanding. **In Witneſs**, &c.

Agreement for the Purchaſe of Cordwood, with Liberty to cut the ſame, and convert it into Charcoal.

Sale of Cordwood.

IMPRIMIS, It is agreed and concluded upon by and between the ſaid Parties hereunto, and the ſaid *A. B.* **Hath** bargained and ſold, and by theſe Preſents **Doth**, &c. unto the ſaid *C. D.* **All** the Cordwood that ſhall ariſe from certain Trees and Parcels of Trees, now growing and ſtanding on a certain Piece or Parcel of rough Ground, ſituate, &c. as he ſhall think fit to fell, after the Rate of —— the Cord, each Cord to be in Meaſure according

cording to the uſual Meaſure of Cordwood, and to be cut Yardwood beſides the Kirfe. **Item**, the ſaid *A. B.* for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant and promiſe to and with the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, in Form following, (*viz.*) That he the ſaid *A. B.* his, *&c.* at his or their own proper Coſt and Charges, ſhall and will ſtock up all and ſuch of the ſaid Parcel of Trees as he or they ſhall think fit to convert into Cordwood as aforeſaid; **And alſo** ſhall and will permit and ſuffer the ſaid *C. D.* his Executors or Aſſigns, at his and their own Coſt and Charges, as well to cut and convert the ſaid Cordwood into Charcoal at the lower End of the ſaid Piece of Ground called the *O. L.* whereon the ſaid Trees, or the greateſt Part of them, now ſtand; and alſo to take the Turf, Duſt and Earth, from off the Premiſſes of the ſaid Piece of Ground, and not elſewhere, with free Liberty of carrying away the ſame Wood, ſo converted into Charcoal, from off the ſaid Premiſſes, the moſt convenient Way, leading to the Road that leads to —— aforeſaid. **Item**, the ſaid *C. D.* doth hereby, for himſelf, his Executors and Adminiſtrators, covenant and promiſe to and with the ſaid *A. B.* his Heirs and Aſſigns, that he the ſaid *C. D.* his Executors or Adminiſtrators, ſhall and will well and truly pay, or cauſe to be paid, the full and intire Sum of Money that the ſaid Cordwood, ſo rated as aforeſaid, ſhall amount unto, to the ſaid *A. B.* his Executors or Aſſigns, at or upon the —— Day of —— next enſuing the Date of theſe Preſents. **Laſtly**, It is fully concluded and agreed by both the ſaid Parties, that in caſe any Difference ſhall happen to ariſe in meaſuring the ſaid Cordwood, the ſame ſhall be referred to *W. P.* of, *&c.* to determine and finally compoſe the ſame.

Bargainor covenants to ſtock up ſuch Trees as he thinks fit for Cordwood, and permit the Purchaſor to cut and convert the ſame into Charcoal at, *&c.* and carry the ſame away.

Covenant to pay for the Cordwood.

Differences to be referred.

Another Agreement for the Sale of Cordwood, different from the foregoing.

Articles, &c. **Between** *T. C.* of, *&c.* and *J. N.* of, *&c.*

FIRST of all, The ſaid *T. C.* for and in Conſideration of the Payments, Covenants and Agreements herein after mentioned, limited, expreſſed and declared, to be paid, done and performed by the ſaid *J. N.* hath granted, bargained and ſold, and by theſe Preſents doth, *&c.* unto the ſaid *J. N.* his Executors, Adminiſtrators or Aſſigns, all the Cordwood that ſhall or reaſonably may be felled down, taken, cut out and cleaved, and ariſe from and out of one Wood or certain Woodlands called the *F. Wood*, being Part of a Farm and Lands called *H. Farm*; which ſaid Wood or Woodlands are now in the Occupation of the ſaid *T. C.* or his Aſſigns, for and at the Rate and Price of 7 *s.* the Cord, and for every Cord of Wood that ſhall be felled, cut out and cleaved, corded up, coaled, converted or carried away, out of the ſaid Wood or Woodlands, and ſo after the Rate for every leſſer Quantity of the ſaid Cordwood reſpectively, each Cord of Wood to be meaſured out, and to be 14 Feet long and 5 Feet high, and three Feet over, according to the Cuſtom of the Country; and to be felled down, cut and cleaved, corded up, coaled and converted, and carried away, at the ſole and proper Coſts and Charges of the ſaid *J. N.* his Executors, Adminiſtrators, Servants, Labourers or Aſſigns, at two ſeveral Fellings to be had, *viz.* the *M*— Wood to be felled, cut out, cleaved, corded up, coaled, converted and carried away, on or before, *&c.* and the ſaid *B*— Wood, *&c.* to be felled, cut out, *&c.* on or before, *&c.* together with the Benefit and Advantage of Colliers Lodges and Ladders, and Liberty to coal out the ſame on or in ſome convenient Place or Places in the ſaid Wood or Woodlands aforeſaid; **Except** and reſerved to the ſaid *T. C.* his Heirs and Aſſigns, ſuch and ſo much Aſh, being Copper Aſh, or Alders, from or out of any of the ſaid Wood or Woodlands, as he the ſaid *T. C.* his Heirs and Aſſigns ſhall think fit and convenient; **To have and to hold** the ſaid Cordwood, and every Part thereof, under the Conſiderations aforeſaid, unto the ſaid *J. N.* his Executors, Adminiſtrators or Aſſigns, and to fell down, cut, cord, coal, convert and carry away the ſame, at his and their Wills and Pleaſures, at or before ſuch Time and Times, and in ſuch Manner as aforeſaid, by all uſual Ways and Paſſages, doing no wilful Hurt, Waſte or Spoil to any of the Woods of Grounds belonging to the aforeſaid Farms, or any of them; **But** with this Reſtriction, Exception or Condition nevertheleſs, that the ſaid *J. N.* his Executors, Adminiſtrators, Servants, Labourers and Aſſigns, ſhall not top or lop any Timber or Timber-like Trees, ſtanding, growing or being in, upon or about the ſaid Wood or Woodlands, or any Part thereof, nor any black Rives, Fellows or Standels left the laſt Felling; and alſo ſhall and will keep, preſerve and leave ſtanding on each of the ſaid Woods and Woodlands, ſo to be felled as aforeſaid, 15 young Fellows or Standels of the beſt and likelieſt of the ſaid Underwoods, to be preſerved for Timber, if there be ſo many to be found, and rateably and in Proportion for every leſſer Quantity than one Acre thereof. **Alſo** the ſaid *J. N.* for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, doth covenant, promiſe, grant and agree to and with the ſaid *T. C.* his Heirs and Aſſigns,

ſigns, by theſe Preſents, that he the ſaid *J. N.* his Heirs, Executors, Adminiſtrators or Aſſigns, ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid *T. C.* his Executors or Adminiſtrators, ſo much Money as the ſaid Cordwood ariſing on or of the ſaid *M*— Wood ſhall amount unto after the Rate aforeſaid, in ſuch Manner as is herein after mentioned; for Payment whereof, *viz.* one Moiety of ſuch Money on or before the —— Day of, *&c.* now next enſuing the Date hereof; and the other Moiety thereof on, *&c.* and alſo ſo much Money as the ſaid Cordwood ariſing on or out of the ſaid *B*— Wood, *&c.* ſhall amount unto, after the Rate aforeſaid, in ſuch Manner as is herein after mentioned, *viz.* one Moiety of the Money ſo ariſing on or before, *&c.* and the other Moiety thereof on, *&c.* All which Payments aforeſaid ſhall be made and paid to the ſaid *T. C.* his Heirs and Aſſigns, at or in the now Dwelling Houſe of the ſaid *T. C.* ſituate in —— aforeſaid. **Alſo** it is farther concluded and agreed upon by and between the ſaid Parties to theſe Preſents, that in caſe the ſaid *T. C.* ſhall fell, during the Time aforeſaid, any Timber or Timber Trees ſtanding or growing in or upon any of the ſaid Woods or Woodlands, he the ſaid *J. N.* his Heirs, Executors, Adminiſtrators, Servants, Labourers or Aſſigns, ſhall cut out, cord up, cleave, convert and carry away the Tops and Loppings of ſuch Timber Trees that ſhall be ſo felled for Timber, and pay 7 *s. per* Cord for each and every Cord thereof, unto the ſaid *T. C.* his Heirs or Aſſigns, at ſuch Times when the Underwoods aforeſaid are to be paid for, in Manner as aforeſaid. **In Witneſs**, &c.

An Agreement on giving a Bond and Judgment, for ſecuring the Payment of an Annuity, to ſecure the ſame Annuity on Lands, and then the Bond and Judgment to be void.

Articles, &c. Between *C. L.* of, *&c.* and *M. M.* of, *&c.*

Conſideration. Recital of a Bond for the Payment of 100 *l. per Ann.* during the Grantor's Life, and a Judgment for the ſame.

Whereas the ſaid *C. L. &c.* for and in Conſideration of the Sum of, *&c.* to him the ſaid *C. L.* by the ſaid *M. M.* in Hand, *&c.* by his Bond bearing even Date with theſe Preſents, became bound to the ſaid *M. M.* in the penal Sum of, *&c.* conditioned for the clear yearly Payment of, *&c.* during the natural Life of the ſaid *C. L.* to the ſaid *M. M.* his, *&c.* at, *&c.* without any Abatement for, *&c.* the firſt Payment, *&c.* as alſo for the Peformance of the Covenants, Payments and Agreements in theſe Preſents mentioned and contained: **And whereas** the ſaid *C. L.* for the better ſecuring the Payments of the ſaid yearly Sum of, *&c.* aforeſaid, hath on the Day of the Date hereof given a Warrant of Attorney for acknowledging of a Judgment to the ſaid *M. M.* in his Majeſty's Court of Common Pleas for the ſaid Sums of, *&c.* as by the ſame, Relation being thereunto had, may more fully appear: **Now it is hereby declared and agreed** by and between the ſaid Parties to theſe Preſents, and the ſaid *C. L.* for himſelf, *&c.* doth hereby covenant, *&c.* to and with the ſaid *M. M.* his, *&c.* for the Conſideration aforeſaid, that if the ſaid *M. M.* do and ſhall at any Time within one Month next after the Death of, *&c.* pay unto the ſaid *C. L.* or his Aſſigns, the further Sum of, *&c.* which ſaid Sum of, *&c.* he the ſaid *C. L.* doth hereby agree to and with the ſaid *M. M.* his, *&c.* to receive and accept upon the Offer or Tender thereof by the ſaid *M. M.* then he the ſaid *C. L.* ſhall and will by good and ſufficient Conveyance or other Aſſurance in the Law, to the good Liking and Approbation of the ſaid *M. M.* convey and ſettle and aſſure unto the ſaid *M. M.* and his Aſſigns, to the Uſe of the ſaid *M. M.* and his Aſſigns, one Annuity or yearly Rent Charge of, *&c.* to be iſſuing and going out of certain Lands, Meſſuage and Tenements of him the ſaid *C. L.* ſituate, lying and being within the Kingdom of *England*, of the clear yearly Value of, *&c. per Annum*, free from all Incumbrances whatſoever: **To have, hold**, receive, take and enjoy the ſaid Annuity or clear yearly Rent Charge of 100 *l.* to the ſaid *M. M.* and his Aſſigns, for and during the Term of the natural Life of him the ſaid *M. M.* payable quarterly at the four, *&c.* by even and equal Portions, without making any Abatement for Taxes, Charges or Aſſeſſments, impoſed or to be impoſed by Act of Parliament or otherwiſe howſoever; the firſt Payment thereof to begin and to be made at ſuch of the ſaid Feaſts as ſhall firſt happen next and immediately after the Death of the ſaid, *&c.* and the ſaid *C. L.* for himſelf, his, *&c.* doth covenant, *&c.* (*Nomine pœnæ, Power to enter and diſtrain, and Covenant to pay without Abatements.* See Tit. **Grants**.) **And laſtly**, It is agreed by, *&c.* that he the ſaid *C. L.* making ſuch Settlement for the ſame Payment of the ſaid 100 *l. per Ann.* to the ſaid *M. M.* as aforeſaid, all ſubſequent Payments on the ſaid Bond for the ſame ſhall ceaſe and not otherwiſe, and until Default ſhall happen in Payment thereof, no Execution or other Proceſs ſhall be taken forth on the ſaid Bond or Judgment againſt the Perſon, Lands, Tenements, Goods or Chattels of the ſaid *C. L.* but if Default ſhall happen to be made in all or any the Payments contrary to the Days and Times herein before limited, then the ſaid *M. M.* his, *&c.* ſhall and may be at Liberty to take forth any Execution or Proceſs

To hold the ſaid Annuity for the Life of the Grantee without any Abatement for Taxes.

Agreement that after the Settlement made upon the Lands *ut ſupra*, all ſubſequent Payments on the Bond ſhall ceaſe, and until Default ſhall happen in Payment, no Proceedings

The Grantor covenants upon Payment of 100 *l.* more within one Month after, *&c.* that he will aſſure the ſaid Annuity to be iſſuing out of certain Lands of 200 *l. per Ann.*

ceſs upon the ſaid Bond and Judgment, or either of them, againſt the ſaid *C. L.* his Lands and Tenements, Goods and Chattels. **In Witneſs**, &c.

ſhall be upon the Bond or Judgment.

An Agreement to aſſign or transfer Eaſt India *Stock.*

Articles, &c. Between *A. B.* of, *&c.* and *C. D.* of, *&c.*

THE ſaid *A. B.* in Conſideration of, *&c.* to the ſaid *C. D.* paid at and before the Sealing and Delivery thereof, the Receipt, *&c.* doth covenant, *&c.* to and with the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, that if the ſaid *C. D.* his, *&c.* ſhall transfer or cauſe to be transferred 100 *l.* of the general Joint-ſtock of the Governor and Company of Merchants of *London* trading to the *Eaſt Indies*, to the ſaid *A. B.* his Executors, *&c.* on or before, *&c.* and thereof ſhall give Notice in Writing at the Dwelling Houſe of the ſaid, *&c.* three Days at the leaſt before ſuch Transfer, that then he the ſaid *A. B.* his, *&c.* ſhall and will accept the ſaid 100 *l.* Stock, and alſo well and truly pay or cauſe to be paid unto the ſaid *C. D.* his Executors, *&c.* at the Time of ſuch transferring, the Sum of 150 *l.* of, *&c.* for the ſame, together with all ſuch Sum and Sums of Money as ſhall, after the Date hereof, and before ſuch Transfer, become due or payable into the Joint Stock on account of the ſaid 100 *l.* Stock, by virtue of any Order of a General Court or other Courts, and then and in ſuch Caſe, all Dividends and Profits that ſhall after the Date hereof be voted, ordered and made, ariſe or happen on or in reſpect of the ſaid 100 *l.* Stock, ſhall be and remain to the ſaid *A. B.* his Executors, *&c.* **But** if the ſaid *C. D.* ſhall not transfer or cauſe to be transferred unto the ſaid *A. B.* his Executors, *&c.* the ſaid 100 *l.* Stock as aforeſaid, within the Time aforeſaid, then this preſent Agreement to be void, and the ſaid —— *l.* to remain to the ſaid *A. B.* **In Witneſs**, &c.

An Agreement to procure an Extent to be aſſigned to a Purchaſor who had bought the Debtor's Eſtate, and paid it off out of his Purchaſe Money.

WHereas Sir *J. T.* of, *&c.* Knt. ſtands indebted to me *G. H.* of, *&c.* in the Sum of 720 *l.* which ſaid Debt is found by an Extent againſt me the ſaid *G. H.* **I** the ſaid *G. H.* in Conſideration of the ſaid Sum of 720 *l.* to me paid by *W. B.* of, *&c.* at the Requeſt of and for the ſaid Debt of the ſaid Sir *J. T.* (the Receipt whereof I do hereby acknowledge) **Do** hereby covenant, promiſe, grant and agree to and with the ſaid *W. B.* that I the ſaid *G. H.* ſhall and will at the Requeſt, Coſts and Charges of the ſaid *W. B.* procure the ſaid Extent in due Form to be aſſigned to the ſaid *W. B.* his Executors, Adminiſtrators or Aſſigns. **In Witneſs** whereof, I the ſaid *G. H.* have herunto ſet my Hand Seal the, *&c.*

Sealed and delivered (and peruſed and approved of by Sir *J. T.*) in the Preſence of us.
(The Witneſſes to ſubſcribe here.)
Then Sir *J. T.*

G. H.

Fourthly, Concerning the Incloſing and Dividing of Land and Common, and the Incloſing and Adorning Squares, &c.

Agreement between four Perſons, that as ſoon as a Leaſe (for which a Treaty is making) is obtained of Lands, the Premiſſes ſhall be divided, ſubject equally to the Conditions, &c. *of the Leaſe.*

Articles of Agreement Quadripartite made, *&c.* Between *T. J.* of, *&c.* of the firſt Part, *T. C.* of, *&c.* of the ſecond Part, *J. C.* of, *&c.* of the third Part, and *F. M.* of, *&c.* of the fourth Part, as follows:

WHereas Application has been made to her Majeſty *K.* Queen Dowager, and a Treaty entered into with her Majeſty's Commiſſioners for a Leaſe of about —— Acres of Marſh or Fenny Lands in the County of *L.* to be granted to all the ſaid Parties to theſe Preſents, for ſuch Term of Years, and under ſuch Rents and Covenants as can be obtained from her ſaid Majeſty of the ſame: **Now theſe Preſents witneſs**, and it is covenanted, *&c.* by and between all the ſaid Parties to theſe Preſents, That the ſaid Leaſe and Premiſſes hereby demiſed, is and ſhall be for the equal Benefit of all the ſaid Parties, their Executors, *&c.* and

Treaty making for a Leaſe of Land for equal Benefit of the Parties.

that within —— Days after the ſaid Leaſe ſhall be ſo obtained, the ſaid Lands, &c. ſo demiſed or intended, &c. ſhall be ſet out and divided into four equal Parts or Shares; and if ſuch Parties cannot agree upon ſuch Diviſion amongſt themſelves, then each Party is to chooſe an indifferent Perſon for him; and the ſaid four Perſons ſo to be choſen, are to ſet out and divide the ſame into four equal Parts and Shares, and the ſaid Parties to theſe Preſents are to caſt Lots amongſt themſelves, and each Party is to hold and enjoy ſuch Part or Share as ſhall be ſo allotted to him in Severalty, to the Uſe of himſelf, his Executors, &c. for and during ſuch Term as ſhall be granted by ſuch Leaſe, without the Moleſtation or Interruption of the other of them. **Alſo it is further mutually covenanted and agreed**, and the ſaid Parties to theſe Preſents do, for themſelves, &c. ſeverally covenant and agree to and with each other, that each of them ſhall and will bear, pay and diſcharge one equal fourth Part of the Fine to be paid to her Majeſty upon granting ſuch Leaſe, and all ſuch Charges and neceſſary Expences as ſhall be paid and expended for procuring the ſame from and after the Date of theſe Preſents, for Fees or otherwiſe; and alſo one equal fourth Part of the yearly Rent to be reſerved to her Majeſty upon ſuch Leaſe. **And laſtly, it is mutually covenanted and agreed**, that each of the ſaid Parties ſhall and will from Time, &c. at his own Coſts and Charges, perform all the Covenants to be contained in the Leaſe, and pay and diſcharge all Taxes, Duties and Impoſitions, ſo far as relates to the fourth Part of the Premiſſes ſo by him enjoyed, ſo that the other Parties, nor any nor either of them, ſhall be, or may be in the leaſt prejudiced or damnified thereby; and that if any or either of the ſaid Parties, or his or their Executors, &c. ſhall receive any Damage or Prejudice by the Default or Neglect of any or either of the ſaid Parties, contrary to the Intent of theſe Preſents, that then ſuch Perſon ſhall make Satisfaction to the Perſon or Perſons injured, within —— after the ſame is demanded. **In Witneſs**, &c.

Premiſſes to be divided.

Charges to be borne equally, and Rent.

Covenants in the Leaſe to be performed.

Damage to any Party to be repaired.

An Agreement between Land Owners by Deed Poll to divide and incloſe a common Field wherein their Lands lie diſperſedly, and to procure a Decree in Chancery, &c. to confirm the ſame.

To all, &c. **We** whoſe Names are here under written, and who have ſigned and ſealed theſe Preſents, being Owners and Perſons intereſted of and in divers Parts and Parcels of Land lying diſperſedly in the common Field, called or known by the Name of, &c. in, &c. ſend Greeting. **Whereas** by long Experience it is found, that the Lands and Tenements lying in the common Field aforeſaid, do yield little or no Profit to the Tenants or Occupiers thereof, and that the ſame are more and more worn out and impoveriſhed, and by Reaſon of the great Diſtance of the ſaid Field from our Habitations, and of the bad Ways that lead thereto, that the Lands there cannot be ſoiled, manured and improved, without far greater Charges than will be anſwered by the Fruits and Profits thereof, whilſt the ſame lies open, intermixed, and not incloſed: **And whereas** by antient Cuſtom and Courſes uſed in and touching the ſaid common Field, one half Part thereof (the Lands there being too barren to be ſown every Year without Intermiſſion) doth uſually lie fallow and untilled every other Year; and ſuch Part of the ſaid Field not ſo ſown or lying fallow, is uſually fed with Sheep, which always are in Danger, and often are rotted by the moiſty and watery Condition of the Ground in the ſaid Field; and by Reaſon of the Intermixture and poor State of the Land there, divers Inconveniencies do from Time to Time ariſe and happen to the Owners, Tenants and Occupiers thereof: **For Remedy** and Redreſs whereof, and for encouraging an Improvement, and for that a general Benefit and Advantage will accrue and ariſe to all and every of us, who have any Eſtate and Intereſt in any Lands lying in the ſaid common Fields, by the contiguous lying together and Incloſure of ſuch Parts and Portions of the ſaid common Field, as by a new Diviſion or Allotment to be made, ſhall or may to us ſeverally and reſpectively belong or appertain: **Now know ye, and theſe Preſents witneſs**, That it is hereby covenanted, concluded, condeſcended unto and fully agreed upon, by and between all and every the Owners, Tenants and Occupiers of the ſaid Lands and others, who have or may have any preſent or future Right or Intereſt of or in any of the Lands or Tenements lying in the ſaid Common Field, whoſe Names are hereunder ſubſcribed, and who have ſigned and ſealed theſe Preſents; and each of us doth for himſelf and his own Part reſpectively, and for his ſeveral Heirs, &c. ſeverally covenant, grant and agree to and with each and every other of us whoſe Names are here under written, and to and with his and their ſeveral Heirs, &c. by theſe Preſents in Manner and Form following, *viz.* **Firſt**, That an Incloſure and Separation by Metes, Bounds and Fences, of the Lands and Tenements lying in the ſaid Common Field, called, &c. ſhall be forthwith had and made, and from Time to Time renewed, preſerved and continued for ever; and that in Order thereunto, the ſaid Common Field ſhall be equally and indifferently parted and divided, in Manner following, that is to ſay, To each and every of us, our Heirs, &c. ſeverally, according to our reſpective Inte-

Inconvenience of the Land lying in Common.

Uſual Cuſtoms of managing the Land, whereby other Inconveniences attend it.

For Remedy whereof,

it is covenanted by each Party to the others,

that an Incloſure and Separation be made;

In what Manner.

reſts, a juſt, equal and proportionable Part and Share (intire and lying together) of the ſaid Field, rateably and proportionably, according to the Quantities and Qualities of the Lands there, by each and every of us reſpectively now held and enjoyed; and that for the more juſt Execution and Performance of the ſaid now intended Diviſion, one or more Surveyor or Surveyors, Meaſurer or Meaſurers, ſhall be had and procured for the true ſurveying and meaſuring of the ſame Field as it now lies; and that for and touching the Proportions and Allotments, according to the ſeveral and reſpective Quantities and Qualities of the Lands there, by which we now enjoy the ſame, there are to be and ſhall be aſſigned and allotted Ways and Paſſages for all Parties concerned, to their reſpective Incloſures ſo to be made as aforeſaid, in ſuch Place and Places of the ſame Field, as ſhall be moſt fit and convenient; which Ways are to be allowed out of the whole Field, according to every one's Proportion of Land there. **And** for the more eaſy dividing of the ſaid Field, and final ending and determining all Differences that may happen to ariſe concerning the ſaid Diviſion and Incloſure, and that equal Juſtice may be done to all therein concerned, in reſpect of the Places allotted, and the Quantities and Qualities of the Ground, and the making of Bounds and every Thing, ſo far as Things of this Nature are capable of being ordered and determined to the Satisfaction and Conſent of all Parties concerned; **We** whoſe Names are hereunder written, and each and every of us, and our ſeveral and reſpective Heirs, *&c.* ſhall and will from Time to Time, and at all Times hereafter, ſtand to and abide by, obſerve, perform, obey, fulfil and keep all and every ſuch Rules, Orders, Directions, Determinations and Judgments, as by *T. B.* of, *&c.* Gent. *&c.* ſhall from Time to Time be had, made and given in Writing for and in Behalf of him, them and every and any of us, for, touching and concerning the Matters and Things before mentioned, or any of them. **And** for ratifying, ſettling and confirming ſuch Allotments, Diviſions and Incloſures as aforeſaid, and of our ſeveral Eſtates, Rights and Intereſts in the Parts allotted and aſſigned, an Order and Decree of the High Court of Chancery ſhall be procured to be had and made, or elſe Conveyances and Aſſurances in the Law, from each and every of us, ſhall be made and executed, if Counſel learned in the Law ſhall ſo adviſe; and that the Coſt and Charges, for our common Good and Benefit touching the Premiſſes, ſhall from Time to Time be borne, ſuſtained and paid by all of us rateably and proportionably according to the Quantity and Quality of our reſpective Lands. **Nevertheleſs** each and every of us ſhall, at his own Coſt and Charges, make at firſt, and from Time to Time repair, cleanſe and amend the Bounds and Fences to him and his reſpective Allotment ordered and aſſigned to belong. **And** for the Performance of all and ſingular the Covenants and Agreements aforeſaid, ſo far as the ſame are to be performed by us ſeverally and reſpectively, each and every of us, whoſe Names are here under ſubſcribed, **Do** and each of us **Doth** ſeverally bind himſelf, his, *&c.* in the Sum of 20 *l.* of, *&c.* to be paid unto each and every the other of us, his Heirs, *&c.* upon the Non-performance of any of the Covenants or Agreements aforeſaid, which on our ſeveral and reſpective Parts are to be done and performed according to the true Intent and Meaning of theſe Preſents. **In Witneſs**, &c.

Surveyors to be appointed.

Ways to be made.

And for the more eaſy dividing the Field, *&c.*

the Parties will keep ſuch Rules as are made by *T. B.*

A Decree, *&c.* to be procured.

Coſts and Charges, how to be paid.

Fences to be made, *&c.*

Each binds himſelf in 20 *l.* for the Performance of the Agreements.

*Between Proprietors of Common or Tenants in Common, (by Conſent of the Lord of the Manor, &c.) to divide and incloſe the Common, and to procure an * Act of Parliament for Confirmation thereof.*

* See the Act Tit. Acts.

Articles of Agreement *Quadripartite*, indented, *&c.* **Between** the Right Honourable the Lord *W. M.* of the firſt Part, Sir *J. D.* of, *&c.* Bart. of the ſecond Part, the Reverend *A. B.* and now Vicar of the Pariſh Church of *K.* in the County of *M.* (one of the Prebends of the Cathedral Church of *L.*) and *R. S.* (a Leſſee of the ſaid Prebend) of the third Part, and *E. C.* Eſq; *O. P.* Eſq; *E. J.* Gent. *J. C. J. H. H. S. E. J. W. F. W. A. T. W. &c.* (*Proprietors*) of the fourth Part, in Manner as follows, *viz.*

Whereas the ſaid Lord *W. M.* and Sir *J. D.* or one of them, and their Heirs are ſeiſed of, or reputed to be Lords of the Royalty of the Manor of *K.* in the Pariſh of *K.* aforeſaid, and he the ſaid Sir *J. D.* is ſeiſed in Fee to him and his Heirs, of, in and to all the Quit-Rents of the ſaid Manor, of the yearly Value of —— *l.* or thereabouts: **And whereas** there are four ſeveral large open Common Fields, not incloſed, in and belonging to the ſaid Pariſh of *K.* commonly called or known by the ſeveral Names of the *O. Field*, the *S. Field*, the *T. Field* and *G. Field*, containing by Eſtimation 48 Yard-lands or thereabouts; and alſo a large Piece or Parcel of Paſture Ground called the *Cow Paſture*, containing by Eſtimation —— Acres or thereabouts: **And whereas** the ſaid *A. B.* and his Succeſſors, as

Lord *M.* and Sir *J. D* ſeiſed as Lords of the Royalty of the Manor of, *&c.*

Four Common Fields not incloſed, containing about 48 Yard-

lands, and a large Pasture Ground.

Prebend of *L.* intitled to great Tithes which are now farmed by *R. S.*

Vicar of *K.* intitled to Tithes.

To what Quantity each Proprietor is intitled to the Yard-lands.

Their Right of Common in Proportion to the Yard-lands.

Lie intermixed.

Disputes, &c. Inconveniency of the four Fields not being inclosed.

The Pasture, by Inclosure, might be improved.

The Proprietors have agreed (with the Consent of Lord *M.* and Sir *J. D. A. B.* and *R. S.*) to inclose and divide the Premisses, &c.

Accept their Shares.

Make Fences,

and shall enjoy their Shares.

And shall use their Endeavour to procure an Act of Parliament for so doing.

The Parties covenant that the Premisses at the Charges of the Proprietors, shall be divided by Commissioners, &c.

as one of the Prebends of the Cathedral Church of *L.* are intitled to the great Tithes arising and issuing out of the said Yard-lands in the Parish of *K.* aforesaid, of the yearly Value of ——*l.* or thereabouts, and which have been demised to the said *R. S.* for the Term of 21 Years, at the yearly Rent of —— *l.* or thereabouts: **And whereas** he the said *A. B.* now Vicar, and all other Persons his Successors and Vicars of the said Parish for the Time being, are intitled to the yearly Sum of 2 *l.* for his Tithes arising and issuing out of every the said Yard-lands in the Parish of *K.* aforesaid; and they the said *E. C. O. P. E. J. J. C. J. F. H. S. E. J. W. F. W. A. T. W. &c.* as Freeholders and Proprietors of the said Yard-lands in the Parish of *K.* aforesaid, are now possessed of and intitled to the same in Manner as follows; that is to say, The said *E. C.* to about 19 Yard-lands, the said *O. P.* to about two Yard-lands, the said *E. J.* to about eight Yard-lands, the said *J. C.* to about three Yard-lands, the said *J. F.* to about four Yard-lands, the said *H. S.* to about four Yard-lands, the said *E. J.* to about four Yard-lands, the said *W. F.* to about one Yard-land and ¼ of a Yard-land, the said *W. A.* to about one Yard-land and ¼ of a Yard-land, the said *T. W.* to about one Yard-land, *&c.* **And whereas** every of the said Proprietors has a Right of Common as well in the said Cow-pasture, as also in all other the Commons in and belonging to the Parish of *K.* aforesaid, in Proportion and according to their respective Parts or Shares in the said Yard-lands so respectively belonging to them in the Parish of *K.* aforesaid: **And whereas** the several Lands of each Proprietor lie intermixed and dispersed over the said four Common Fields and Parcel of Pasture Ground in small Parcels, which by long Experience has been found very detrimental and inconvenient to the said several Proprietors, and has often occasioned great Disputes amongst them: **And whereas** the said four Common Fields not being inclosed, and being kept in constant Tillage, and by the great Difficulty and Expence of carrying Soil and Manure to so many different and distinct Places, and for Want of inclosing the same are greatly impoverished, and as they are now used and occupied, are incapable of any Improvement: **And whereas** the said Pasture called the *Cow Pasture* is now of little Advantage to the said Proprietors, but if the same was divided and inclosed, and the respective Proprietors at Liberty to convert the same into Tillage, might be greatly improved: **And whereas** the said *E. C. O. P. E. J. J. C. J. F. H. S. E. J. W. F. W. A. T. W. &c.* the said Proprietors, Parties to these Presents, in Regard that if the said four Common Fields and Cow Pasture were inclosed, the same will very much tend to their publick Good and mutual Advantage, by and with the Consent and Approbation of the Lord *W. M.* Sir *J. D. A. B.* and *R. S.* his Lessee (testified by their being Parties to and executing of these Presents) **have** mutually agreed, That the said four Common Fields and Cow Pasture in *K.* aforesaid, shall be divided, allotted and assigned to every of the said Proprietors, Parties hereto, as and for their several and respective Parts and Shares therein by the Commissioners herein after named, in such Manner as herein after is mentioned and expressed; *And that* each and every of them the said Proprietors shall and will accept and take their respective Parts and Shares of and in the said Premisses, with and under such Restrictions, and subject in such Manner as the same shall be by the said Commissioners so set forth, allotted and assigned; *And that* each of them the said Proprietors at their respective Charge, shall hedge and fence in their respective Parts and Shares of the said four Fields and Cow Pasture, so to be to them respectively set forth, allotted and assigned, and keep the Hedges and Fences so to be made thereof at their respective Charge at all Times in good Repair; *And also that* they the said Proprietors shall hold and enjoy their Parts, so to be respectively set forth, allotted and assigned, in Severalty, and as separate and distinct Parcels of the said four Common Fields and the said Cow Pasture, which they now enjoy, together with free Liberty to plow and sow the same in such Manner as they shall think fit; *And that* they the said Proprietors, Parties hereto, at their Charge in Proportion, according to their respective Yard-lands, shall and will use their Endeavour to get an Act of Parliament for so doing, in such Manner as herein after is also mentioned and expressed: **Now these Presents witness**, That they the said *E. C. O. P. E. J. J. C. J. F. H. S. E. J. W. F. W. A. T. W. &c.* (Parties hereto) in Pursuance and Part of Performance of their said recited Agreement, severally and not jointly, nor the one for the other, or for the Heirs, Executors, Administrators or Assigns of the other, but each of them for himself, and for his own Heirs, Executors and Administrators, and for his and their own Acts only, **do**, and each of them **doth** covenant, promise and agree to and with each other of them, and to and with the Heirs, Executors and Administrators of each other by these Presents, in Manner and Form following, That is to say, That the said four common and open Fields called by the several Names of the, *&c.* also the said Piece of Pasture Ground called the *Cow Pasture*, situate, *&c.* and all Head-lands, Balks, Hades, Slades, Ditches, Fences and Mounds thereunto belonging, shall, by and with the Consent and Approbation of the said Lord *W. M.* Sir *J. D. A. B.* and *R. S.* the Lessee, testified as aforesaid, on or before, *&c.* which will be in the Year, *&c.* at the proper Costs and Charges of the said several and respective Proprietors Parties hereto, be allotted and divided by Commissioners hereby appointed, or the Survivors

vivors of them, or any five or more of them, unto and amongſt the ſaid ſeveral Proprietors in Proportion to their reſpective Intereſts, and according to their ſeveral Yard-lands herein before particularly mentioned to be by them reſpectively now held and enjoyed, and that each of them the ſaid Proprietors and his Heirs, ſhall hold and enjoy his Part and Share ſo to be divided and allotted to him, of and in the ſaid four Common Fields and Cow Paſture in Severalty, and as a ſeparate and diſtinct Farm, and ſhall have, hold and enjoy the ſame Eſtate and Intereſt in the Part ſo to be allotted, as he or they reſpectively now have in the ſaid four Common Fields and Paſture Ground, in reſpect and lieu whereof ſuch Allotments are to be made; and that each of them the ſaid Proprietors ſhall fence, hedge in and incloſe the ſame, in ſuch Manner and Proportion as the ſaid Commiſſioners or the Survivors of them, or any five or more of them, ſhall at the making of ſuch Allotments direct and appoint, and that the aforeſaid Allotments, and the Eſtates and Condition of the Eſtates, and the Number of Acres, whereby each of the ſaid Proprietors will be intitled to his Allotment, ſhall be at their like Coſts made in Writing, and ſhall be inrolled at the General Quarter-Seſſions to be held for the ſaid County of *L.* **Provided nevertheleſs,** That any Thing herein contained ſhall not extend to give unto the ſaid Commiſſioners, or any other Perſon or Perſons whatſoever, any Power or Authority in giving any undue Preference, or the preferring one before another, to any of the ſaid Proprietors Parties hereto, in reſpect to their Allotments or Shares in the ſaid four Common Fields and Cow Paſture Ground ſo to be new incloſed as aforeſaid; and that the ſaid Commiſſioners in making their Allotments ſhall have Regard to the Goodneſs and Situation, as well as to the Quantity of the Lands to be aſſigned, and ſhall allot to each of the ſaid Proprietors his Share and Part, ſo that it may be contiguous and lie together, or as near as conveniently may be. **And whereas** great Hurt and Damage may happen unto the planting and ſetting Quick-wood, or any other Wood, for the fencing any Part or Parcel of the ſaid four Fields and Cow Paſture Ground ſo to be incloſed as aforeſaid, by Sheep or Cattle going in any of the Lanes or Roads which are to be left by incloſing the ſame; **Therefore it is hereby further agreed** by and between the ſaid Proprietors, Parties to theſe Preſents, that every of the ſaid Proprietors or Owners of the ſaid new Incloſure, ſhall have full Liberty, for and during the Term of —— Years, from and after ſuch new Incloſure made, to erect and ſet up any Gate or Gates acroſs any Part or Parts of the Roads or Lanes againſt his or their Lands for keeping out Sheep and Cattle, and to prevent their deſtroying any Quick-wood or other Fence which ſhall be planted for incloſing any Part or Parcel of the ſaid four Common Fields and Cow Paſture Ground ſo to be incloſed as aforeſaid. **And whereas** it will be requiſite that ſome convenient Time ſhould be fixed for every of the ſaid Proprietors to accept of their reſpective Allotments or Shares, which will be made by the ſaid Commiſſioners in Manner as herein above mentioned, for which Purpoſe it is hereby further agreed and declared by and between all and every of the ſaid Parties to theſe Preſents, that the ſaid Commiſſioners or the Survivors of them, or any five or more of them, ſhall within ſix Kalendar Months after ſuch Time as they ſhall have admeaſured the ſaid four Common Fields and Cow Paſture Ground, and declared the Number of Acres contained therein, divide and aſſign to and amongſt the ſaid ſeveral Proprietors of the ſaid four Common Fields and Cow Paſture Ground, their reſpective Allotments and Shares; which ſeveral Allotments or Shares the ſaid Proprietors ſhall accept, have, hold and enjoy in Manner as aforeſaid, and ſhall fence and incloſe the ſame in ſuch Manner, and in ſuch Time, as the ſaid Commiſſioners or the Survivors of them, or any five or more of them, ſhall direct and appoint; and that if any Difference ſhall arife touching the ſowing, laying down, accepting or incloſing the ſaid reſpective Shares, or touching any Allowance or Satisfaction to be made for the growing Corn or for Manure, or concerning any Intereſt of the ſaid Proprietors, the ſaid Commiſſioners or any five or more of them, ſhall have full Power and Authority, and are by the ſaid Parties to theſe Preſents hereby impowered and authorized to hear and finally determine the ſame. **And it is hereby further agreed** and declared by and between the ſaid Parties to theſe Preſents, that the ſaid Commiſſioners hereby appointed, or any five of them, ſhall lay out, aſſign and allot, (in ſuch Place or Places of the ſaid four Common Fields or Cow Paſture Ground ſo to be incloſed as aforeſaid,) as they ſhall judge moſt proper, fit and convenient Roads and Paſſages, for all Perſons and Carriages paſſing through the ſame; and that the ſaid Roads and Paſſages ſhall not be leſs than 20 Feet of Aſſiſe in Breadth, to the End and Intent that two Carriages may paſs and repaſs therein at one and the ſame Time; and it is hereby further agreed and declared by and between all the ſaid Parties to theſe Preſents, that the ſaid Commiſſioners or any five or more of them, ſhall aſcertain and appoint the publick and private Highways or Roads already made or to be made on the ſaid four Common Fields and Cow Paſture Ground, or new Incloſure thereof ſo to be made as aforeſaid, with the Aſſiſe or Breadth of each of them reſpectively, (ſo that the Breadth of the ſaid publick Roads ſhall remain 30 Feet wide, and the other Roads 20 Feet wide at leaſt) under their Hands and Seals, and that the ſame ſhall be inrolled at the ſaid General Quarter-Seſſions; and that it ſhall not be lawful for any Perſon of Perſons

The Commiſſioners not to give undue Preference.

What they ſhall have Regard to, and how they ſhall act.

Preſervation of Quick-wood Hedges.

When the Proprietors ſhall accept their Shares.

Fencing.

Differences how accommodated.

Roads.

hereafter to uſe any other Way or Roads over the ſaid intended new Incloſure, either on Foot or with any Horſe, Mule or Aſs, or with any Coach, Calaſh, Chariot or Chaiſe, or with any Waggon, Cart or other Carriage, but ſuch Highways or Roads as the ſaid Commiſſioners ſhall ſo aſcertain and appoint as aforeſaid; and that the ſaid Commiſſioners, or any of them, ſhall not ſtop or turn any of the preſent High Roads leading over the ſaid four Common Fields or Cow Paſture Ground, or to appoint how or by whom the ſame or any of them ſhall be repaired, but that the ſame ſhall from Time to Time be amended and repaired by ſuch of the ſaid Proprietors as ſhall be intereſted in the ſaid new Incloſure, in Proportion and according to their reſpective Shares or Intereſt therein; and it is hereby further agreed and declared by and between all and every the ſaid Parties to theſe Preſents, that in the ſaid Act of Parliament ſo to be obtained as aforeſaid, there ſhall be a Clauſe inſerted and thereby enacted, that the Executors, Guardians or Truſtees of any Perſon or Perſons under Age, or otherwiſe incapable by Law to accept of ſuch Allotments as ſhall be made by the ſaid Commiſſioners, ſhall be thereby enabled to accept thereof, for the Uſe of ſuch Perſon or Perſons, Infants, as if the ſaid Perſons had been of full Age or capable of acting for themſelves; and it is hereby further agreed and declared by and between all and every the ſaid Parties to theſe Preſents, that nothing herein, or in the ſaid Act of Parliament agreed to be had for the Confirmation of theſe preſent Articles, or any Thing in the ſaid Act to be contained, ſhall be conſtrued, adjudged, deemed or taken to bar, hinder or prejudice the ſaid Lord *W. M.* and Sir *J. D.* or either of them, or their reſpective Heirs, as to their reſpective Rights and Intereſt to the Royalty of the Lordſhip of the Manor of *K.* aforeſaid, or the ſaid Sir *J. D.* and his Heirs, in reſpect of his and their having, receiving and enjoying of all the Quit-Rents of the ſaid Manor ſo belonging to him as aforeſaid, nor the ſaid *A. B.* and his Succeſſors, as one of the Prebends of the Cathedral Church of *L.* aforeſaid, or the ſaid *R. S.* the now Leſſee of the ſaid great Tithes, during the Continuance of his ſaid Leaſe, from receiving the ſaid great Tithes ariſing out of the ſaid four common Fields and Cow Paſture Ground ſo to be incloſed as aforeſaid, or the ſaid *A.* now Vicar of *K.* aforeſaid, or his Succeſſors, Vicars there, from receiving the ſaid yearly Sum of 2 *s.* for his Tithes ariſing and iſſuing out of every of the ſaid Yard-lands in the Pariſh of *K.* aforeſaid; nor ſhall any Clauſe or Article in theſe Preſents, or any Thing in the ſaid Act of Parliament ſo to be had as aforeſaid, extend or be conſtrued, deemed, adjudged or taken to revoke, make void, or in any wiſe alter any Deed or Deeds, Settlement or Settlements, Limitation or Limitations whatſoever, already made of the ſaid Premiſſes ſo to be new incloſed as aforeſaid; and that each and every of the ſaid Proprietors, Parties hereto, ſhall ſtand and be ſeiſed of their ſaid ſeveral Allotments or Shares ſo to be reſpectively aſſigned and to be accepted by him or them to the ſame Uſe and Uſes, and ſubject to the ſame Limitations, Effects, Truſts and Intereſts, as they the ſaid reſpective Proprietors now have and enjoy the ſame; any Thing to the contrary thereof in any wiſe notwithſtanding. **And laſtly**, That they the ſaid Proprietors, Parties to theſe Preſents, ſhall and will, on or before the —— Day of, *&c.* which will be in the Year, *&c.* at their Charge in Proporion according to their reſpective Yard-lands now by them held and enjoyed in Manner as aforeſaid, uſe their Endeavour to get an Act of Parliament for Confirmation of theſe preſent Articles, according to the ſeveral Agreements, and ſubject to ſuch Proviſoes and Reſtrictions, and ſaving of ſuch Rights and Claims, which they the ſaid Lord *W. M.* Sir *J. D.* *A. B.* and his Succeſſors, and the Vicar for the Time being, and his Succeſſors, can or may have or claim, of, in and to the ſaid Premiſſes, in ſuch Manner as are herein before particularly mentioned and expreſſed, and alſo all ſuch other Savings, Reſervations, and all other Clauſes, Powers and Reſtrictions, as in Acts of Parliament for Incloſure of Lands are uſually made, expreſſed, ſaved and reſerved. **In Witneſs**, &c.

A Clauſe to be in the Act to be obtained.

Not to prejudice the Lord of the Manor, *&c.*

Nor alter any Settlement, *&c.* concerning the Premiſſes to be incloſed.

But the Proprietors ſhall ſtand ſeiſed, *&c.* of their Allotments to the ſame Uſes, *&c.* as heretofore.

To get an Act to confirm theſe Articles.

To incloſe and adorn a Square by the Contribution of the Owners or Inhabitants, or to procure an Act of Parliament for the ſame Purpoſes.

Articles, &c. **Between** *P. W.* of, *&c.* Carpenter, of the one Part, and *A. B. C. D. E. F. &c.* (all Owners, Proprietors or Inhabitants of *G.* Square, as well in Behalf of themſelves, as on Behalf of ſuch other Owners or Inhabitants, Proprietors of Houſes in the ſaid Square, and of the four corner Houſes whoſe Sides front the ſaid Square, as now have or hereafter ſhall become Parties hereunto by Sealing and Delivery hereof, in order to intitle themſelves to the Benefit of the Covenants and Agreemeats herein after contained on the Part of the ſaid *P. W.*) of the other Part, as follows, (*viz.*)

Several Propoſals; one accepted.

Whereas ſeveral Propoſals have been made and delivered to the ſaid ſeveral Owners, *&c.* whoſe Names are hereto ſubſcribed, by ſeveral able Workmen for incloſing and adorning

adorning the ſaid Square: **And whereas** the ſaid ſeveral Owners, &c. have met ſeveral Times and conſidered of the ſaid ſeveral Propoſals, and have accepted the Propoſals of the ſaid *P. W.* which upon the neareſt Computation, including the painting and making up the Garden and paving ſome Part of the ſaid Square as herein after is mentioned, together with ſome ſmall incident Charges (which the ſaid *P. W.* is to diſcharge,) will amount to the Sum of —— *l.* **And whereas** it has been propoſed, that the ſaid Sum of —— *l.* ſhould be raiſed by a voluntary Rate or Subſcription on the ſaid ſeveral Houſes in the ſaid Square, and on the ſaid four corner Houſes, in reſpect of the Side Front fronting the ſaid Square only, by an equal Rate or Subſcription of a certain Sum of Money by the Foot, according to the Number of Feet in the Front of each Houſe in the ſaid Square and Side Front of each of the ſaid four corner Houſes, the Number of Feet of each Houſe being hereunder written, and to make up the ſaid Sum of —— *l.* the ſame will amount to —— *per* Foot *per* Houſe; the Computation of the whole being —— Feet and —— Inches: **Now theſe Preſents witneſs,** That the ſaid *P. W.* (in Conſideration of the Covenant herein after mentioned to be made on the Behalf of the ſaid reſpective Owners, Proprietors and Inhabitants, for their Payment of the ſaid —— *l.* according to the Proportions herein after mentioned,) **Doth** for himſelf, his Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid Owners, &c. reſpectively by theſe Preſents, that he the ſaid *P. W.* his, &c. ſhall and will on or before, &c. at his own proper Coſts and Charges, incloſe the ſaid Square upon the ſame Place where the old Foundation was, ſave that four Corners of the Square are to be canted off, to make more Room for Coaches, in Manner herein after mentioned, (that is to ſay) That the ſaid Foundation is to be a Brick and Half Wall of the beſt Greyſtocks, and to be carried on —— Feet —— Inches above the Ground, the Railing to be with Oak-Poſts and Rails and Deal Bars, with Oak Poſts to keep off Coaches, Top and Bottom Rails of Oak —— Inches by —— Inches, middle Poſts of Oak —— Inches ſquare, Gate Poſts of Oak —— Inches ſquare, Deal Bars —— Inches and a half ſquare, —— Feet wide, with the Poſts; all the whole Wood-Work to be painted —— Times in Oil, Town Locks, Keys and Hinges to the Doors very good and ſubſtantial, and that all the ſaid Works ſhall be done and finiſhed in a complete, good and Workman-like Manner, together with the Pavement to be made good at the four Corners with good Stones, and likewiſe in a Workman-like Manner. **And further,** that he the ſaid *P. W.* his, &c. ſhall and will, within the ſame Time and for the ſame Conſideration, make or cauſe to be made up a Garden within the ſaid intended Incloſure, which and the whole of the ſaid Works are to be done according to two ſeveral Plans marked with the Letters *A. B.* and ſubſcribed by the ſaid *P. W.* and ſhall paint the ſaid Wood-work at the End of the firſt three Years, to commence from the ſaid —— Day of, &c. twice in Oil, or to depoſit the Sum of —— into the Hands of one of the ſaid Proprietors, as ſhall be choſe by the major Part thereof, to be laid out for the Purpoſe aforeſaid; **And** the ſaid Owners, Proprietors and Inhabitants above named, who have already executed theſe Articles, and ſuch others of them who ſhall hereafter execute the ſame, do for themſelves ſeverally and reſpectively, and for their ſeveral reſpective Heirs, Executors and Adminiſtrators only, and no further, covenant, promiſe and agree, to and with the ſaid *P. W.* his, &c. by theſe Preſents, (in Conſideration that the ſaid *W. P.* his, &c. do and ſhall perform the ſaid Works before-mentioned to be done and performed within the Time aforeſaid, in a Workman-like and ſubſtantial Manner, according to the Covenant of the ſaid *P. W.* and the true Meaning of theſe Preſents,) that they the ſaid Owners, &c. reſpectively, ſhall pay or cauſe to be paid the ſeveral Sums of Money wrote againſt the reſpective Names of the ſaid ſeveral Owners, &c. according to the ſeveral Dimenſions of the ſaid Houſes, and the ſaid four corner Houſes, as in the Schedule here under are mentioned, within 14 Days after the ſaid Works ſhall be compleated and finiſhed in a good and Workman-like Manner, as is herein before mentioned, and according to the true Meaning of theſe Preſents. **Provided always,** That in caſe all the Owners, Proprietors or Inhabitants in the ſaid Square, and of the ſaid four Corner Houſes, ſhall not execute this Deed within —— from the Date of theſe Preſents, then the ſaid *P. W.* his, &c. ſhall be at Liberty upon giving Notice in Writing, ſigned with his Name, to two of the ſaid Proprietors, informing them that he cannot get a ſufficient Number of the ſaid Owners, &c. to execute theſe Preſents, ſo as to encourage the ſaid *P. W.* his, &c. to begin the ſaid Works, then, from and after ſuch Notice ſo to be given as aforeſaid, the reſpective Covenants herein before mentioned, as well on the Part and Behalf of the ſaid *P. W.* as aforeſaid, as the ſaid Owners, &c. ſhall be void and of none Effect, and every Article, Clauſe and Thing herein before written, ſhall ceaſe and determine; any Thing, &c. **Provided alſo,** and it is hereby declared and agreed, and the ſaid *P. W.* for himſelf, &c. doth hereby conſent, declare and agree, that for and notwithſtanding the Contract for doing the ſaid Works, by theſe Preſents made, he the ſaid *P. W.* his, &c. ſhall and will at the Requeſt of four of the ſaid Owners, &c. to be made in Writing, and ſigned with their reſpective Names, and left at the now Dwelling Houſe

Total Charges.

How to be raiſed.

P. W. covenants to incloſe the Square.

In what Manner.

The Garden how made.

Re-painting.

The Owners, &c. covenant

to pay their Proportions.

Proviſo, in caſe all the Owners, &c. ſhall not come in, the Covenant aforeſaid to be void.

Proviſo, that on Requeſt of four Owners, &c. the Works to be meaſured and valued.

House of the said *P. W.* in ——, within 14 Days after the said Works shall be compleatly finished as aforesaid, submit all the said Works to Measure and Value, as in the like Cases are usual; any Thing, *&c.* **And it is hereby further agreed,** by and between the said Owners, *&c.* that in case the before Agreement shall not take Effect, Application shall be made to Parliament, as soon as conveniently may be, for obtaining an Act of Parliament for the inclosing and adorning the said Square, and for raising such Sums of Money, and to make such Rates upon the said Owners, *&c.* as in the like Cases are usual; and for that Purpose a proper Petition is to be prepared, and the said Owners, *&c.* who execute these Presents, respectively promise to sign such Petition, and contribute according to their respective Estates and Interests, towards the Charge of obtaining such Act; the same being to be repaid the said Owners, *&c.* out of the Money to be raised by such Act. **In Witness,** &c.

Agreement, that in case the before Agreement shall not take Effect, Application to be made to Parliament.

Fifthly, Agreements between Coheirs, Tenants in Common, Jointenants and Joint Owners, concerning the Enjoyment of Estates, Depasturing Cattle, Plowing and Sowing Land, Dividing Rents, Corn, &c. and Survivorship.

Mutual Agreement between four Coheirs and their Husbands, touching Enjoyment of Freehold and Copyhold Estates of the Wives late Father's.

This Indenture quadripartite, Between *S. F.* of, *&c.* and *M.* his Wife, of the first Part, *J. H.* of, *&c.* and *C.* his Wife, of the second Part, *J. D.* of, *&c.* and *A.* his Wife, of the third Part, and *E. C.* of, *&c.* of the fourth Part; (the said *M. A. C.* and *E.* being the four Daughters and Coheirs of *G. C.* late of, *&c.* deceased.) **Whereas** the said *G. C.* in his Life-time, and at the Time of his Decease was seised in Fee of all that Freehold Messuage, *&c.* with the Appurtenances, in *B.* in the County of *E.* and also of, *&c.* being Copyhold, and held of the Manor of *B.* aforesaid, now in the Possession of *J. B.* Esq; at the yearly Rent of 23 *l.* and was also seised in Fee of the three Freehold Messuages, *&c.* herein after mentioned, (*viz.*) of a Messuage or House, with the Appurtenances, in *B.* aforesaid, now in the Possession of, *&c.* at the yearly Rent of 10 *l.* a Messuage or Tenement in *B.* aforesaid, and now in the Possession of ——, at the yearly Rent of 10 *l.* and a Messuage or House, *cum pertinentiis*, in *B.* aforesaid, now in the Possession of ——, at the yearly Rent of 10 *l.* and the said *G. C.* was in his Life-time, and at the Time of his Decease also seised in Fee according to the Custom of the Manor of *B.* aforesaid, of the two Copyhold Messuages, *&c.* herein after mentioned, *viz. &c.* a House with the Appurtenances, in *B.* aforesaid, now in the Possession of ——, at the yearly Rent of 4 *l.* and one other House, with the Appurtenances, in *B.* aforesaid, now in the Possession of ——, at the yearly Rent of 4 *l.* which said Freehold and Copyhold Messuages or Tenements and Premisses upon the Decease of the said *G. C.* descended to the said *M. A. C.* and *E.* as the four Daughters and Coheirs of the said *G. C.* **Now this Indenture witnesseth,** That the said *S. F. J. H. J. D.* and *E. C.* do hereby, for themselves severally and respectively, and for their several and respective Heirs, Executors and Administrators, and not jointly, or the one for the other, mutually and reciprocally covenant, promise and agree to and with each other of them, their, his and her Heirs, Executors, Administrators and Assigns, to execute and perform the several Articles, Items, Clauses, Matters and Things herein after specified and contained, which on the Part and Behalf of the said several Parties respectively are herein after mentioned, and intended to be done, executed and performed, (that is to say,) **Imprimis,** That the said *S. F.* and *J. S.* shall receive and take to their own Use the clear yearly Rents, Issues and Profits of the said Messuage or Tenement, Orchard and Premisses, with the Appurtenances, in the Possession of the said *J. B.* and of the said two Copyhold Messuages or Tenements and Premisses, with the Appurtenances, in the Possession of the said — and — which shall accrue due for the same from *Michaelmas* now next ensuing the Date hereof; they the said *S. F.* and *J. S.* (as long as they shall enjoy the same Messuages or Houses and Premisses, paying yearly unto the said *J. D.* and *E. C.* the Sum of 8 *l.* in order to make the yearly Rents of the Messuages or Tenements which they are to receive, equal with the Rents of the Premisses which the said *S. F.* and *J. S.* are to receive as aforesaid.) **Item,** the said *J. D.* and *E. C.* shall also receive and take to their own Use, the clear yearly Rents, Issues and Profits of the said three Freehold Messuages or Tenements, with their Appurtenances, in the Possession of the said ———, which shall accrue due for the same Premisses from *Michaelmas* now next ensuing the Date hereof. **Item,** In regard the said Messuages or Tenements and Premisses are now much out of Repair, the same are to be forthwith repaired and amended, and the Charges thereof are to be paid, borne and sustained by the said

Parties

Parties to these Presents, in equal Shares and Proportions. **Item**, That after the said Premisses are repaired, then the same are to be kept in tenantable Repair, by and at the Charge of the respective Parties who receive the Rents thereof; but in case any of the said Parties intitled to the Profits of the said Premisses, shall neglect Keeping the same Premisses in Repair, after the same shall have been so repaired as aforesaid, then any of the other Parties receiving the said Rents and Profits, are hereby impowered upon such Neglect or Default, to repair the same Premisses, and to repay himself or themselves out of such Rents and Profits, which the Party or Parties so neglecting or making Default to repair the same, as aforesaid, shall be then intitled to receive by virtue of these Presents; and the Tenant or Tenants of the same Premisses are hereby authorized, impowered and directed to pay their respective Rents accordingly. **Item**, That in case the said *S. F. J. S. J. D.* and *E. C.* shall be inclined to alter, discontinue or make void these Presents, or any Thing herein contained, then it shall be lawful for them to enter into any other Agreement, and to annul or make void these Presents, or all or any the Agreements herein comprized; any Thing herein contained to the contrary thereof in any wise notwithstanding. **Lastly**, The said several Parties to these Presents do hereby bind themselves, their Heirs, Executors and Administrators, in the respective Sums of 100 *l.* for the specifick Performance and Execution of the several Covenants, Clauses, Items and Agreements herein contained, and which are on their respective Parts to be done, executed and performed. **In Witness** whereof the Parties first above mentioned have hereunto set their Hands and Seals, the Day and Year first above written.

Sealed and Delivered (being first duly stamped, and being first agreed by and between all the Parties to the within written Indenture, That no Lease or Leases of the within mentioned Premisses, or any Part thereof shall be granted for any Term or Terms of Years, without the mutual Consent of all the said Parties) in the Presence of

Articles of Agreement to ascertain each Person's Number of Cattle to be put on Common, and to make other Regulations as to the Corn Fields, &c.

Articles of Agreement indented, *&c.* **Between**, &c. being all of them Owners or Occupiers of several Lands, Tenements and Hereditaments, situate, lying and being within the Parish, Precincts, Common Fields, Meadows and commonable Places of *C.* in the County of *B.* of the one Part, and *W. B.* of, *&c.* Esq; *M. S.* of, *&c.* Gent. *W. J.* of, *&c.* Gent. and *J. B.* of, *&c.* Yeoman, of the other Part.

Whereas divers and sundry Persons that now are and have been the Proprietors, Owners and Occupiers of divers and sundry Lands, Tenements and Hereditaments within the Parish, Precincts and commonable Places of *C.* have for some Time past greatly surcharged and oppressed the Commonage and Common of Pasture within and belonging to *C.* aforesaid, by putting and keeping thereon more and greater Number of Cattle than they ought to have done, or have Right of Common for, and by using the same in other Manner than the same ought to have been used, to the great Damage and Prejudice of other Persons having Right of Commonage there: **Now** for the preventing, redressing and reforming the same for the future, and for the regulating and ordering of the Commonage and Common of Pasture in Time to come, which yearly and every Year should and ought to be had and taken within the Precincts, Common Fields, Common Meadows and Commonable Places of *C.* by the Owners and Occupiers of Lands therein, and for the ascertaining how many and what Number of Commonable Cattle such Proprietors and Possessors of Lands in that Parish may hereafter have, keep and depasture thereof, and to the End, Intent and Purpose, that all and every the Persons first above named, that are Owners and Occupiers of Land in *C.* aforesaid, that have and claim to have Right of Common in respect of the Lands they hold and enjoy, may not oppress or surcharge the Common, by putting on a greater Number or more Cattle thereon, or in other Manner than is herein mentioned, expressed and declared, and that any one having such Right or Common may have and enjoy their proportionable Share of Common, and have the Benefit thereof, in Proportion to the several Lands they hold and enjoy; **It is hereby covenanted**, granted, concluded and agreed upon, by and between the Parties to these Presents, that all and singular the Orders, Articles and Agreements herein after mentioned, expressed and set down, shall be punctually observed, performed and kept, by all and every the Parties hereunto, and that the publick Advantage and equal Right of all and every the Inhabitants, Owners and Occupiers of Lands in *C.* may be preferred before the private Advantage of some self-

Recital of several Persons having surcharged the Common to the Prejudice of others having Right.

For preventing the same, and for ascertaining the Number of Cattle of each Proprietor, *&c.* according to their Proportions of Land.

intereſted Perſons who endeavour to break through all Orders that tend to the publick Advantage and Good of their Neighbours, they the ſaid *G. H. E. N. &c.* (the Proprietors) for themſelves ſeverally and reſpectively, (that is to ſay) each of them for themſelves, and for their ſeveral and reſpective Heirs, Executors, Adminiſtrators and Aſſigns, and for ſo much as concerneth, or may concern, his own Act and Acts only, and not one of them for the other, nor for the Act or Acts of the other, or for the Heirs, Executors, Adminiſtrators or Aſſigns of the other, **Doth** ſeverally, and not jointly, covenant, promiſe, grant and agree, to and with the ſaid *W. B. &c.* their Executors, Adminiſtrators and Aſſigns, and to and with every of them, by theſe Preſents, in Manner following, (that is to ſay,) That they the ſaid *G. H. E. N. &c.* and their Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, ſhall and may, from Time to Time, and at all Times hereafter, during the Space of —— Years now next coming after the Day of the Date of theſe Preſents, well and truly obſerve, perform, fulfil, do and keep all and ſingular the Articles, Covenants, Grants, Promiſes, Clauſes and Agreements herein after in and by theſe Preſents mentioned and expreſſed, ſpecified and comprized, and ſhall, in caſe they, or any or either of them, ſhall wilfully make Breach, or willingly break any or either of the ſaid Articles, Covenants, Grants and Agreements, or procure the ſame to be broken, pay or cauſe to be paid, all and every ſuch Sum and Sums of Money, Pains, Penalties and Forfeitures, by the ſeveral Articles to be paid on Demand, without any Fraud or Delay. **Firſt of all,** It is covenanted, granted, concluded and agreed upon by and between all the Parties to theſe Preſents, that they, nor either of them, nor any other Perſon or Perſons, that hath or may have any Right of Common for any Cattle within the Precincts, Common Meadows, or Commonable Places of *C.* ſhall or will put thereon, keep or depaſture there, during the Space of 12 Years now next enſuing, any more or greater Number than one Horſe or Gelding, two Cows or Bullocks, and 16 Sheep, for every 20 Acres he or they ſhall have, hold, enjoy and occupy in the ſaid Common Fields and Meadows; upon Pain and Penalty that they, every or either of them which do or ſhall put thereon, keep or depaſture there, any more or greater Number of Horſes, Geldings, Cows, Bullocks or Sheep, than after the Rate and Proportion above mentioned, within the ſaid Term, ſhall and will for every Time he or they ſhall make Breach of this Article, forfeit and pay, or cauſe to be paid, unto the ſaid *W. D. &c.* or ſome or one of them, the Sum of 10 *s.* of lawful Money of *Great Britain*, upon Demand. **Alſo** it is covenanted, granted, concluded and agreed upon, by and between all the Parties to theſe Preſents, that neither they, nor any or either of them, or any other Perſon or Perſons that hath, or ſhall have, any Right of Common for any Cattle within the Common Fields of *C.* ſhall or will put on or keep, feed or depaſture any of his or their Cows or Bullocks in any of the Highways, waſte Grounds or Commonable Places within the Corn Fields of *C.* until the 11th Day of *May* yearly, during the ſaid Term of 12 Years, upon Payment and Penalty that they, all and every other Perſon and Perſons, that do or ſhall make Breach of this Article, ſhall and will forfeit or pay, or cauſe to be paid, to them the ſaid *W. D. &c.* or ſome or one of them, the Sum of 10 *s.* upon Demand. **Alſo** it is covenanted, granted, concluded and agreed upon by and between the ſaid Parties to theſe Preſents, that neither they nor any of them, nor any other Perſon or Perſons, that hath or may have any Right of Common for any Cattle within the Common Fields, Meadows or Commonable Places of *C.* ſhall or will put or keep or depaſture any of his or their Horſes, Mares or Geldings, upon the Highways, waſte Grounds or Commonable Places in any of the Corn Fields of *C.* aforeſaid, until the firſt Day of *Auguſt* yearly, nor ſhall put, keep or depaſture any of their Horſes, Cows or Bullocks, into the Bean Fields that are ſown with Beans, till ſuch Fields be clean rid, nor any Horſes, Cows or Sheep into the Wheat Stubbles, until one Day after the Wheat and Corn be carried out of the ſame, nor any Sheep into Barley Stubble, until the 16th Day of *October* yearly, upon Pain that they, each and every of them, that do or ſhall make Breach of this Article, in any one of the Particulars before mentioned, ſhall and will forfeit and pay unto them the ſaid *W. D. &c.* or one of them, the Sum of 10 *s.* upon Demand. **Alſo** it is covenanted, granted, concluded and agreed upon, by and between all and every the Parties to theſe Preſents, that they, and all other Perſon and Perſons, which have, or hereafter may have, any Lands in the Tithe Fields, that are, or ſhall be hereafter, during the ſaid Term of 12 Years, ſown or made for Tithe, that is or may be ſubject to Damage by the Water ſtanding thereon, ſhall and will, in a Huſband-like Manner, water, furrow and ſcower the Water-Courſes for the Water to paſs away in the moſt uſual and convenient Places of their Lands ſo ſown or made up for Tithe, upon Pain that they, and each and every other Perſon and Perſons that ſhall refuſe or neglect to water, furrow or ſcower the Water-Courſes in Manner aforeſaid, ſhall and will forfeit and pay to them the ſaid *W. D. M. S. W. J.* and *J. B.* or ſome of them, the Sum of 6 *s.* 8 *d.* upon Demand. **Alſo** it is covenanted, granted, concluded and agreed upon, by and between the ſaid Parties to theſe Preſents, that *T. H. &c.* ſhall be Field-Drivers or Tellers of the Cattle that are commoned and kept within the Common Fields and Commonable Places belonging to *C.* aforeſaid, to ſee and take Care from Time to Time, during the

The Proprietors covenant to perform the Agreements hereafter mentioned.

1*ſt Article.* The Quantity of Cattle aſcertained in Proportion to the Land each enjoys.

2*d Article.* Not to put any Cows or Bullocks in any of the Highways, *&c.* within the Corn Fields till a Day certain.

3*d Article.* Not to put any Horſes, *&c.* in the Highways, *&c.* in the Corn Fields till, *&c.* nor put their Horſes, Cows, or Sheep into the Wheat Stubbles till, *&c.* Nor Sheep into the Barley Stubble, till, *&c.*

4*th Article.* Of draining Water.

5*th Article.* Who to be Field Drivers or Tellers of Cattle, and

the ſaid Term of 12 Years, that all the Clauſes, Articles and Agreements before mentioned, and every of them, be duly performed, obſerved and kept; to whom, or to any three or more of them, all and every of the Parties hereunto, and all and every other Perſon and Perſons who have or hath any Right of Common in the Common Fields, Meadows and Commonable Places of *C.* ſhall and will, before the fifth Day of *April* yearly and every Year, during the ſaid Term of 12 Years, give and ſend a particular Account of what Number or Numbers of Cattle they can reſpectively keep, for or in reſpect of the Lands they reſpectively hold and occupy, and particularly what and how many Cattle they ſeverally keep, or may or can put on the ſaid Commonable Places, and what and how many Commons have been let or demiſed to any other Perſon or Perſons, and to whom by Name they have let the ſame; upon Pain that every Perſon or Perſons that ſhall neglect or refuſe to give ſuch Account, or ſhall break or infringe this Article, or any Part thereof, ſhall for every Breach thereof pay unto them the ſaid *W. D. M. S. W. J.* and *J. B.* or ſome or one of them, upon Demand, the Sum of 5 *s.* **In Witneſs**, &c.

take Care that theſe Articles be obſerved.

Commoners to ſend Accounts of the Numbers of their Cattle.

An Agreement by Deed Poll between Tenants in Common about Ploughing a Common Field, and aſcertaining the Quantity of Cattle to be put thereon when fit for paſturing.

To all, &c. We whoſe Hands and Seals are hereunto ſet ſend Greeting. **Whereas** a Parcel of Paſture Ground, called, *&c.* and *Down*, lying, *&c.* is Part or Parcel of the Manor of, *&c.* and belongs to the ſeveral Lands and Tenements in, *&c.* aforeſaid, which are in the ſeveral Poſſeſſions of us whoſe Names are hereunder written, by ſuch Proportions and Allotments thereof as were enjoyed or occupied with our ſaid ſeveral Lands and Tenements by the reſpective Owners thereof about 30 Years ago, when the ſaid Down was ploughed and ſown with Corn and Grain; and ſince that Time the ſaid Down has been uſed by us in Common for feeding Sheep, by every of us, after the Rate of 50 Sheep for every Yard-land in, *&c.* aforeſaid, and proportionably for a greater or leſs Quantity: **Now know ye**, that it is agreed between us, That from henceforth yearly, ſo long as the major Part of us ſhall think fit, the ſaid Down ſhall be ploughed and ſown with Corn and Grain, and uſed and enjoyed for that Purpoſe ſeparately by us, according to our ſaid former Portions and Allotments to our ſaid reſpective Lands and Tenements; and every of us ſhall, in the laſt Year of ſowing the ſaid Down, ſow on his ſeveral Allotment ſo much Trefoil-ſeed as the major Part of us ſhall think fit. **And it is further agreed** between us, That none of us ſhall permit or ſuffer any Cattle to depaſture or be kept upon the ſaid Down at any Time in any Year after ſuch Corn ſhall be ſown in the ſaid Down, until all the Corn or Grain there growing ſhall be cut, mowed and carried away; and at ſuch Times in the Year when the ſaid Ground ſhall be convenient for paſturing Cattle, then none of us ſhall depaſture or keep there more or other Cattle than according to the Proportion of 35 Sheep for every Yard-land. **And it is further agreed**, That every of us, according to the Proportion of his Allotment aforeſaid, ſhall bear and pay the Charges of making and maintaining of ſuch Hedges as the major Part of us ſhall think neceſſary to be made upon the ſaid Down, and ſhall bear ſuch proportionable Part of all Charges, which the major Part of us ſhall think fit to expend about the enforcing the due Performance of the mutual Agreements herein contained, and ſecuring the Enjoyment of the aforeſaid Portions and Allotments of the ſaid Down. And for the true Performance of, *&c.* (*A Penalty may be added.*) **In Witneſs**, &c.

Agreement to plough a Down.

Allotments.

Cattle when to be kept thereon or not, and in what Proportion.

Charges of Hedges, *&c.* how to be paid.

Between two Jointenants, that the Rents of Leaſehold Eſtates ſhall be equally divided, and that no Benefit ſhall be taken by Surviviorſhip.

Articles, &c. **Between** *J. G.* of, *&c.* of the one Part, and *R. D.* of, *&c.* of the other Part, *viz.*

Whereas, &c. (*Recital of a Leaſe from* J. W. *to* A. W. *of a Meſſuage*, &c. *for ſeven Years, at* 20 l. per Ann. *and another Leaſe from ſaid* A. W. *to* F. J. *of two Chambers and a Cellar for five Years, at* 8 l. per Ann.) **And whereas** the Eſtate, Right, Title, Intereſt and Term of Years to come of him the ſaid *J. W.* of, in and to the above recited Premiſſes, and every Part thereof, is lawfully come to and veſted in the above named *J. G.* and *R. D.* by Force and Virtue of one Indenture of Aſſignment, bearing Date, *&c.* made by the ſaid *J. W.* to the ſaid *J. G.* and *R. D.* as in, *&c.* **And whereas alſo**, &c. (*Recital of a Leaſe from ſaid* J. G. *and* R. D. *to* D. D. *of one Chamber and Shop, Part of the Premiſſes firſt above recited, for three Years, at* 14 l. per Ann.) **Now theſe Preſents witneſs**,

Recitals of two Leaſes.

Premiſſes veſted in the Parties hereto.

Aſſignment.

Another Leaſe.

Covenant that the Rents ſhall be equally divided,

witneſs, and it is **Firſt of all** hereby covenanted, concluded and agreed, by and between the ſaid Parties to theſe Preſents, That foraſmuch as each of them the Parties above named have diſburſed and paid equally their Shares of Money towards and for the purchaſing of the Premiſſes before mentioned, that the aforeſaid Rents of 20 *l.* 8 *l.* and 14 *l.* in and by the ſaid ſeveral recited Leaſes reſerved, ſhall be equally divided and ſhared between the ſaid Parties to theſe Preſents; **And** if either of the ſaid Parties to theſe Preſents ſhall happen to die before the End and Expiration of the Term and Terms of Years in the ſaid ſeveral Indentures of Leaſe before recited contained, that then and from thenceforth it ſhall and may be lawful to and for the Executors, *&c.* of the Party deceaſed, to have occupy, receive, take and enjoy the full and entire Moiety or half Part of all the Rents, Iſſues and Profits of all and ſingular the before recited Premiſſes, with the Appurtenances, in as large and ample Manner and Form to all Intents and Purpoſes as the Party ſo dying ſhould or ought to have done if he were then living; any Reſtraint, Proviſion or Statute to the contrary notwithſtanding: **And** that neither of the ſaid Parties, nor the Executors, *&c.* of them, or either of them, ſhall or will at any Time hereafter take, demand or receive any of the Rents above reſerved, or make or give any Diſcharge or Acquittance of or for the ſame, or any Part thereof, without the Aſſent and Privity of the other Party, his Executors, *&c.* firſt had and given under their Hands. **Alſo** it is further covenanted, *&c.* by and between the ſaid Parties to theſe Preſents, That neither of the ſaid Parties, nor the Executors, *&c.* of them, or either of them, ſhall or will at any Time or Times hereafter grant, bargain, ſell, aſſign, ſurrender or convey his or their Eſtate or Eſtates, Right, Title, Intereſt, Term of Years to come, of, in or to all or any Part of the before recited Premiſſes, to any Perſon or Perſons whatſoever, without the Knowledge of the other Party, his Executors, *&c.* and his or their Refuſal to accept a Grant, *&c.* of ſuch his or their Eſtate, *&c.* he or they paying as much as any other ſhall and will give for the ſame. **And laſtly**, it is covenanted, *&c.* by, *&c.* that all and every of the ſaid Deeds and Writings before recited ſhall be and enure, and be reputed, deemed and taken to be and enure to the joint Uſe and Uſes, Benefit and Commodity of both the ſaid Parties, their Executors, *&c.* and to no other Intent or Purpoſe whatſoever; And that the Party ſo keeping the ſaid Writing, his, *&c.* ſhall and will, upon the reaſonable Reqeſt of the other Party, his Executors, *&c.* at all Times hereafter produce and bring forth all and every, or ſo many of the ſaid Writings as ſhall be required, either for the Maintenance of their Title to the Premiſſes, or for the ſelling and conveying of his and their Eſtate and Intereſt of and in the Moiety of all or any Part of the ſaid recited Premiſſes. **In Witneſs**, &c.

and that no Benefit ſhall be taken by Survivorſhip.

No one of the Parties to receive Rents without the others;

nor ſell his Eſtate without the Knowledge of the others, and their Refuſal to buy the ſame.

The Writings recited to be for the Benefit of both Parties, *&c.*

The Party keeping them to produce them on Requeſt.

Agreement between Jointenants for cutting Corn, and dividing it in the Field when the ſame ſhall be mowed and reaped.

Articles, &c. **Between** *R. G.* of, *&c.* of the one Part, and *J. N.* of, *&c.* of the other Part, as follows:

Whereas *J. N.* and *R. G.* have a joint Right, Property and Intereſt of, in and to the Corn and Grain ſtanding, growing and being upon ſeveral Parcels of Land whereof *K. N.* Father of the ſaid *J. N.* was poſſeſſed, lying, *&c.* **Now** for the better dividing the ſaid Corn and Grain between them the ſaid *R. G.* and *R. N.* they the ſaid *R. G.* and *R. N.* do covenant and agree in Manner and Form following, that is to ſay, **Firſt**, the ſaid *R. G.* doth for himſelf, his, *&c.* covenant, grant and agree, to and with the ſaid *J. N.* his, *&c.* by theſe Preſents, That when and as ſoon as the ſaid Corn and Grain ſhall be reaped, mowed or cut down, he the ſaid *R. G.* his, *&c.* ſhall and will divide, or cauſe the ſame to be divided, into two equal Parts; And ſhall and will permit and ſuffer the ſaid *J. N.* his, *&c.* and his and their Servants, Labourers and Workmen, with neceſſary Carts and Carriages peaceably and quietly to enter into and upon all the ſeveral Parcels of Land before mentioned, and the Moiety or one Half of all the Corn or Grain aforeſaid to load, have, take, carry away and enjoy, to and for the only and proper Uſe and Behoof of the ſaid *J. N.* his, *&c.* without any Let, Trouble, Interruption or Contradiction of or by the ſaid *R. G.* his, *&c.* without Fraud or Delay. **Alſo** the ſaid *J. N.* doth for himſelf, his, *&c.* covenant, *&c.* to and with the ſaid *R. G.* his, *&c.* by theſe Preſents, That he the ſaid *R. G.* his, *&c.* ſhall or lawfully may load, have, take, carry away and enjoy the other Moiety or one Half of the Corn and Grain aforeſaid, to and for his and their own proper Uſe and Behoof, without any Let, *&c.* of or by the ſaid *J. N.* his, *&c.* **And alſo** that the ſaid *J. N.* his, *&c.* ſhall and will from Time to Time, upon Notice and Requeſt to him or them made, well and truly pay or cauſe to be paid unto the ſaid *R. G.* his, *&c.* all ſuch Sum or Sums of Money as he or they ſhall expend, lay out or diſburſe for or about the reaping, mowing, cutting down, or otherwiſe harveſting the Corn and Grain aforeſaid, without Fraud or Delay. **In Witneſs**, &c.

An Agreement between two Joint Owners of Corn, for dividing the ſame as it is threſhed.

Articles, &c. Between *T. J.* of, &c. of the one Part, and *T. T.* of, &c. of the other Part, as follows, *viz.*

Whereas the ſaid *T. J.* and *T. T.* are jointly poſſeſſed of a certain Quantity of Barley in the Straw, lately grown upon eight Acres of Land in, &c. and alſo of a certain Quantity of Oats, lately grown upon 20 Acres of Land in, &c. which ſaid Barley and Oats are now in the Barn of the ſaid *T. J.* in, &c. and in a Rick near the ſaid Barn: Wherefore for the better dividing of the ſaid Barley and Oats, as is herein after mentioned, it is covenanted and agreed between the ſaid Parties in Manner and Form following, that is to ſay, **Firſt**, the ſaid *T. J.* doth for himſelf, his, &c. covenant, grant and agree, to and with the ſaid *T. T.* his, &c. by theſe Preſents, That he the ſaid *T. T.* his, &c. and any other Perſon and Perſons to be by him or them appointed, ſhall or lawfully may from Time to Time, and at all Times ſeaſonable, before the —— Day of —— next enſuing the Date hereof, enter into and upon the Barn of the ſaid *T. J.* before mentioned, and the Cloſe thereunto adjoining, and threſh out and winnow all the ſaid Barley and Oats there; and alſo have, take and carry away, to and for the Uſe and Behoof of the ſaid *T. T.* his, &c. three fifth Parts, or three Parts, the Whole in five Parts to be divided, of all the Straw ariſing and coming of the ſaid Barley and Oats, being threſhed from Time to Time, as the ſame ſhall be threſhed, without any Let, Trouble, Interruption or Contradiction of or by the ſaid *T. J.* his, &c. and alſo that he the ſaid *T. T.* his, &c. and any other Perſon or Perſons to be by him appointed, upon reaſonable Notice to be given to the ſaid *T. J.* his, &c. ſhall or lawfully may from Time to Time, and at all Times ſeaſonable, after the Barley and Oats aforeſaid ſhall be threſhed and winnowed, enter into and upon the Barn aforeſaid, and the ſaid Barley and Oats equally divide by the Buſhel; and the Moiety or one Half of the ſaid Barley and Oats ſo divided, ſhall or may have, take and carry away, to and for the ſole and proper Uſe of the ſaid *T. T.* his, &c. without any Let, &c. of or by the ſaid *T. J.* his, &c. **Alſo** the ſaid *T. J.* for himſelf, his, &c. doth further covenant, &c. to and with the ſaid *T. T.* his, &c. by theſe Preſents, That he the ſaid *T. J.* his, &c. ſhall not at any Time, before the ſaid Barley and Oats ſhall be equally divided according to the true Intent hereof, have, take or carry away from the Barn or Cloſe aforeſaid any Part of the Barley and Oats aforeſaid. **Alſo** the ſaid *T. T.* doth for himſelf, his, &c. covenant, &c. to and with the ſaid *T. J.* his, &c. by theſe Preſents, That he the ſaid *T. T.* his, &c. ſhall and will, at his and their only proper Coſts and Charges, threſh out and winnow all the Barley and Oats aforeſaid, or cauſe the ſame to be threſhed out and winnowed before the ſaid ——— Day of —— next coming; and alſo that he the ſaid *T. T.* his, &c. ſhall and will permit and ſuffer the ſaid *T. J.* his, &c. peaceably and quietly to have, take and enjoy two fifth Parts of all the Straw ariſing and coming of the Barley and Oats aforeſaid, the ſaid Straw to be divided by the daily Threſhing, (to wit) the ſaid *T. J.* to have two Days Threſhings, and the ſaid *T. T.* three Days Threſhings thereof interchangeably; And alſo that the ſaid *T. T.* his, &c. ſhall and will permit and ſuffer the ſaid *T. J.* his, &c. peaceably and quietly to have, take and enjoy, to and for his and their only and proper Uſe and Behoof, the Moiety or one Half of all the Barley and Oats aforeſaid, being equally divided by the Buſhel as aforeſaid. **In Witneſs**, &c.

Sixthly, Concerning the Maintenance of a Lunatick, and the Diſpoſition of his Effects.

Articles, &c. Between *J. J.* of, &c. and *E.* his Wife, *M. B.* of, &c. *F. S.* of, &c. *J. S.* of, &c. and *C. S.* of, &c. (which ſaid *E. J. M. B. F. S. J. S.* and *C. S.* are the five Daughters of *W. S.* formerly of, &c. and *M.* his Wife, both deceaſed) of the one Part, and *J. R.* of, &c. of the other Part, in Manner as follows, *viz.*

Whereas the ſaid *W. S.* having Iſſue his above named five Daughters, and alſo Iſſue one Son called *T. S.* he the ſaid *W. S.* by his laſt Will and Teſtament in Writing, duly executed, did thereby make ſome Proviſion for his ſaid Daughters, in ſuch Manner as therein is mentioned; and he the ſaid Teſtator did thereby deviſe to the ſaid *T.* his Son the Sum of 200 *l.*

and alſo the Reverſion of a real Eſtate therein mentioned, expectant upon the Death of the ſaid *M.* his the ſaid Teſtator's Wife; and the ſaid Teſtator thereby made a proper Proviſion for the Education and Maintenance of his ſaid Son, and appointed the ſaid *M.* his Wife and his Daughter the ſaid *E. J.* Executrixes of his ſaid Will, and ſoon after died, ſeiſed of the ſaid real Eſtate, and alſo poſſeſſed of and intitled unto a conſiderable Perſonal Eſtate, conſiſting (among other Things) of the Sum of 1000 *l.* due and ſecured to him by Mortgage made to him of the real Eſtate of *E. W.* Eſq; or of ſome other Eſtate, ſituate, *&c.* **And whereas** ſoon after the Deceaſe of the ſaid *W. S.* the ſaid *M.* his Wife, and one of his Executrixes, having alone proved his ſaid Will, and poſſeſſed herſelf of all her ſaid Teſtator's real and perſonal Eſtates, (except the ſaid Sum of 1000 *l.* due and ſecured by the ſaid Mortgage) and ſhe the ſaid *M.* the Executrix, afterwards ſold the ſaid real Eſtate of her ſaid Huſband for a conſiderable Sum of Money, which ſhe received, and procured the ſaid *T. S.* her Son, to join with her in ſuch Sale: **And whereas** the ſaid *M. S.* in her Life-time purchaſed a Meſſuage or Tenement, ſituate, *&c.* for the Reſidue of a long Term of Years to come therein, and as the ſame now is or late was in the Occupation of, *&c.* **And whereas** the ſaid *T. S.* now is and for a great many Years laſt paſt hath been much diſordered in his Underſtanding, and not capable of doing any Act, inſomuch that he was not of Capacity to make up any Account with his ſaid Mother, tho' he continued under her Care, and was maintained by her till the Time of her Deceaſe: **And whereas** the ſaid *M. S.* on Account of the Matters aforeſaid, became conſiderably indebted unto the ſaid *T. S.* and for the ſatisfying of the ſame ſhe appointed, or intended ſo to do, that the ſaid Money due from the ſaid *E. W.* by his aforeſaid Mortgage, and alſo the ſaid Meſſuage in *H.* Street aforeſaid, ſhould be aſſigned to or for the Benefit of him and of his legal Repreſentatives: **And whereas** the ſaid *T. S.* as yet remains very much diſordered in his Senſes, and in all human Probability will never recover the ſame, and he is now under the Care of the ſaid *M. B.* at her Houſe in *N.* aforeſaid, and there is now due to her the ſaid *M. B.* for his Maintenance, at the Rate of 20 *l. per* Year ſince his Mother's Death, the Sum of 60 *l.* or thereabouts: **And whereas** the ſaid *J. J.* out of his own proper Monies hath laid out and diſburſed over and above what was by him received, the Sum of 23 *l.* 7 *s.* 7 *d.* in the neceſſary Repairs of the ſaid Meſſuage in *H.* Street aforeſaid: **And whereas** the ſaid principal Sum of 1000 *l.* ſo ſecured as aforeſaid, is now due and owing, and ſince the Death of the ſaid *M. S.* there is due and in Arrear for the Intereſt thereof, and for Arrears of Rent of the ſaid Meſſuage, ſeveral Sums of Money, amounting in the Whole to the Sum of 160 *l.* and upwards: **And whereas** the ſaid *E. J. M. B. F. S. J. S.* and *C. S.* (after Payment of 20 *l.* a Year for the Maintenance of their Brother the ſaid *T. S.*) are, during his Life, intereſted of and in the Surplus of the ſaid yearly Intereſt and Rent in equal Proportions, and after his Death inteſtate, or *Non compos*, they will be then intereſted in and intitled unto the ſaid Sum of 1000 *l.* and alſo to the ſaid Meſſuage and Tenement, to be equally divided between them, and they being ſo intereſted and intitled in Manner as aforeſaid, have mutually agreed, that as well the Arrears of Intereſt and Rent ſo now due as aforeſaid, and the Surplus thereof, as alſo the ſubſequent yearly Intereſt and Rent from henceforth during the Life of their ſaid Brother, and after his Death, that then the ſaid principal Sum of 1000 *l.* as alſo the ſaid Meſſuage, and Tenement and Premiſſes, ſhall go, be paid, applied and diſpoſed of to them and their reſpective Repreſentatives, equally in ſuch Manner as herein after is in that Behalf mentioned and expreſſed: **Now theſe Preſents witneſs,** That in Purſuance and Performance of the ſaid recited Agreement, and for the preventing of all Suits, Diſputes and Controverſies that may happen or ariſe touching the Premiſſes aforeſaid, and to the Intent the yearly Sum of 20 *l.* ſhall be paid for the Support and Maintenance of the ſaid *T. S.* during his Life, and for other the Ends and Purpoſes aforeſaid, it is hereby mutually and reciprocally covenanted, promiſed, agreed, intended and declared, by and between the ſaid *J. J. E.* his Wife, *M. B. F. S. J. S.* and *C. S.* for themſelves, and for their reſpective Executors and Adminiſtrators, in Manner as follows, (that is to ſay,) That the ſaid ſeveral Sums of 23 *l.* 7 *s.* 7 *d.* and 60 *l.* ſo now reſpectively due to them the ſaid *J. J.* and *M. B.* for ſuch Repairs and Maintenances as aforeſaid, ſhall in the firſt Place be paid them reſpectively out of the ſaid Arrears of Intereſt and Rent ſo now due as aforeſaid, and that the Surplus of the ſaid Arrears of Rent and Intereſt ſhall be equally ſhared and divided between them the ſaid *E. J. M. B. F. S. J. S.* and *C. S.* **And further,** that the ſaid *T. S.* ſhall from henceforth reſide and dwell with the ſaid *M. B.* his Siſter at *N.* aforeſaid during their joint Lives; and in caſe of the Death of her the ſaid *M. B.* before the ſaid *T. S.* then at ſuch other Place and with ſuch Perſon or Perſons as herein after is for that Purpoſe mentioned, directed and appointed; and that the ſaid yearly Sum of 20 *l.* clear of all Taxes, Charges and Deductions whatſoever, ſhall be paid to her the ſaid *M. B.* during her Life for his Maintenance, and after her Death, then to ſuch other Perſon or Perſons who ſhall have the Care and Maintenance of the ſaid *T. S.* by and out of the ſaid yearly Intereſt of the Mortgage of 1000 *l.* aforeſaid, and Rent of the ſaid Meſſuage, for the Board and Maintenance of him the

the ſaid *T. S.* **In Conſideration** whereof the ſaid *M. B.* doth hereby covenant and agree to and with the ſaid *J. J. E.* his Wife, *F. S. J. S.* and *C. S.* that ſhe the ſaid *M. B.* from Time to Time, and at all Times, at her own Coſts and Charges during the joint Lives of her and the ſaid *T. S.* ſhall and will find and provide him the ſaid *T. S.* with ſuitable and ſufficient Meat, Drink, Waſhing, Lodging, Fire, Candle and Apparel, and alſo take proper and due Care of his Perſon, and that he ſhall be well uſed there; and as to the Surplus as well of the yearly Intereſt of the ſaid Sum of 1000 *l.* as alſo the Rents and Profits of the ſaid Meſſuage in *H.* Street aforeſaid, after Payment of the ſaid yearly Sum of 20 *l.* for the Maintenance of the ſaid *T. S.* as aforeſaid, **It is hereby further mutually declared and agreed** by and between the ſaid *J. J. E.* his Wife, *M. B. F. S. J. S.* and *C. S.* that the ſame ſhall, from Time to Time during the Life of the ſaid *T. S.* go, be paid and equally divided between them the ſaid *E. J. M. B. F. S. J. S.* and *C. S.* their ſeveral and reſpective Executors and Adminiſtrators, in equal Shares and Proportions, and be by them ſeverally and reſpectively taken and received to their ſeveral and reſpective proper Uſes and Benefit, without any Benefit or Advantage whatſoever of Survivorſhip, in the ſame Manner and Nature as Tenants in common: And it is hereby further covenanted, declared, agreed and intended by and between the ſaid *J. J. E.* his Wife, *M. B. F. S. J. S.* and *C. S.* in Manner as follows, *viz.* That in caſe the ſaid *M. B.* ſhall happen to die before the ſaid *T. S.* and he ſhall her ſurvive, then and in ſuch Caſe he the ſaid *T. S.* ſhall be maintained, boarded, taken care of and kept in Manner as aforeſaid, with ſuch of them the ſaid *E. J. F. S. J. S.* and *C. S.* or with ſuch other Perſon or Perſons, and at ſuch Place or Places, as they the ſaid *E. J. F. S. J. S.* and *C. S.* or the Survivors of them, ſhall then, or at any Time thenafter, upon the Death of any or either of them, by Majority of Voices determine, order and direct the ſame; and in caſe there ſhall at any Time be Equality of Voices touching the ſame, then and in ſuch Caſe the ſame ſhall at all Times be finally ordered and determined between the ſame ſurviving Parties by their caſting or drawing Lots, as in ſuch Caſes uſed and accuſtomed; and that from and after the Death of the ſaid *M. B.* the ſaid yearly Sum of 20 *l.* ſhall from thenceforth be paid out of the ſaid yearly Intereſt of the ſaid 1000 *l.* and yearly Rent of the ſaid Meſſuage, on the Days or Times and in Manner as the ſame is herein before mentioned, to ſuch Perſon or Perſons who ſhall have ſuch future Care, Board and Maintenance of him the ſaid *T. S.* during his Life as aforeſaid. **Provided nevertheleſs**, and ſo as ſuch Perſon or Perſons ſhall and do provide for, maintain and take ſuch Care of him the ſaid *T. S.* as the ſaid *M. B.* hath herein before agreed to do and perform; and further, that from and immediately after the Death of the ſaid *T. S.* that then as well the ſaid principal Sum of 1000 *l.* as alſo the ſaid Meſſuage or Tenement, ſituate in *H.* Street aforeſaid, during the Reſidue of the Term of Years then to come therein, and the clear Rents and Profits thereof, ſhall from thenceforth go and be equally parted, ſhared and divided between them the ſaid *E. J. M. B. F. S. J. S.* and *C. S.* Share and Share alike, and to their ſeveral and reſpective Executors, Adminiſtrators and Aſſigns, and that without any Manner of Benefit or Advantage of Survivorſhip whatſoever to be had or claimed by them, or any of them, of, in or to the ſame Premiſſes, or any Part or Parcel thereof. **And theſe Premiſſes further witneſs**, that to the End, Intent and Purpoſe, as well the Arrears of Intereſt of the ſaid 1000 *l.* and the Rent of the ſaid Meſſuage ſo now due as aforeſaid, as alſo all the future and ſubſequent yearly Intereſt of the ſaid Sum of 1000 *l.* and the clear yearly Rent of the ſaid Meſſuage during the Life of him the ſaid *T. S.* ſhall be applied and paid to the ſeveral Perſons, Uſes, Intents and Purpoſes, and in ſuch Manner as are herein before mentioned, agreed, declared and intended of and concerning the ſame reſpectively, they the ſaid *J. J. E.* his Wife, *M. B. F. S. J. S.* and *C. S.* **have**, and each and every of them **hath**, and by theſe Preſents **do**, and each and every of them **doth** make, ordain, conſtitute and appoint, and in their Place and Stead depute and put the ſaid *J. R.* their true and lawful Attorney in the Name or Names, or otherwiſe, to ask, demand, ſue for, recover and receive of and from the ſaid *E. W.* and alſo all and every other Perſon or Perſons whatſoever, who are or ſhall be liable to pay the ſame, as well the Arrears of the ſaid principal Sum of 1000 *l.* and alſo the Arrears of Rent of the ſaid Meſſuage ſo now due as aforeſaid, as likewiſe all the ſubſequent Intereſt of the ſaid Sum of 1000 *l.* and the yearly Rent of the ſaid Meſſuage from henceforth to grow due for the ſame reſpectively during the Life of the ſaid *T. S.* and upon Receipt thereof, or of any Part or Parts thereof, to give proper and ſufficient Receipts and Diſcharges for the ſame, and upon Non-payment thereof, or of any Part thereof, to commence any Action or Suit, or make any Diſtreſs or Diſtreſſes for the ſame, as Occaſion may require; and alſo to let and ſet the ſaid Meſſuage, or Tenement and Premiſſes, or can make any Contract for ſo doing, at the Rent the ſame is now let at, or for the moſt Rent that can be had or got for the ſame without Fine; and for the End and Purpoſes aforeſaid, they the ſaid *J. J. E.* his Wife, *M. B. F. S. J. S.* and *C. S.* do, and each and every of them doth hereby give and grant unto the ſaid *J. K.* and his Aſſigns, their full, whole and abſolute Power in all and ſingular the before mentioned Premiſſes, and that in

and

as full, large and ample Manner to all Intents, Conſtructions and Purpoſes whatſoever, as if they the ſaid *J. J. E.* his Wife, *M. B. F. S. J. S.* and *C. S.* or any of them, had been perſonally preſent, and actually tranſacted, executed or done the ſame; and they do hereby ratify, allow and confirm all and every ſuch legal Acts, Matters and Things as he the ſaid *J. K.* ſhall do or cauſe to be done in, about, touching or concerning the before mentioned Premiſſes: **Nevertheleſs in Truſt**, and to, for and upon the ſeveral Uſes, Ends, Intents and Purpoſes herein before mentioned, expreſſed, intended and declared of and concerning the ſame reſpectively: **And** the ſaid *J. K.* for himſelf, his Executors and Adminiſtrators, doth hereby covenant to and with each and every of them the ſaid *J. J. E.* his Wife, *M. B. F. S. J. S.* and *C. S.* their reſpective Executors, Adminiſtrators and Aſſigns, that he the ſaid *J. K.* immediately after his Receipt of the Intereſt of the ſaid Sum of 1000 *l.* and the clear yearly Rent of the ſaid Meſſuage or Tenement, ſhall and will from Time to Time and at all Times (after all his reaſonable Expences and Charges for his Trouble and Pains in collecting the ſame thereout deducted, and which he is hereby enabled and impowered ſo to deduct and retain) account for, apply and pay all the Reſidue of the Monies ſo to be by him received, to, for and upon the ſeveral Uſes, Truſts, Ends, Intents and Purpoſes herein before mentioned, expreſſed and declared of and concerning the ſame reſpectively, and to and for no other Uſe, Truſt, Intent and Purpoſe whatſoever. **And laſtly**, for the true Performance of all and every the Covenants and Agreements herein before contained by each of them the ſaid Parties to theſe Preſents to be done and performed, they the ſame Parties for themſelves and for their reſpective Executors and Adminiſtrators, do hereby ſeverally bind themſelves unto each other, and the Executors and Adminiſtrators of each other, in the penal Sum of 500 *l.* of lawful Money of *Great Britain*, firmly by theſe Preſents. **In Witneſs**, &c.

Seventhly, Between Executors, Adminiſtrators and Widows; and Creditors, Legatees, &c. Concerning the Teſtator's or Inteſtate's Effects, Accounting, Adminiſtring, &c.

An Agreement between three Executors for the faithful Execution of a Will, mutual Covenants that each is poſſeſſed of one Third of the Teſtator's Effects come to their Hands, and that they will account, &c. for what happens in futuro.

THIS Indenture Tripartite, made the, *&c.* **Between** Sir *P. F.* of, *&c.* of the firſt Part, *R. F.* of, *&c.* of the ſecond Part, and *R. B.* of, *&c.* of the third Part.

Recital of Teſtator's Will, whereby ſhe appoints three Executors.

Whereas *K. M.* late of, *&c.* late Wife of *F. M.* Eſq; deceaſed, did by her laſt Will and Teſtament, bearing Date, *&c.* make and ordain the ſaid Sir *P. F. R. F.* and *R. B.* her Executors of her ſaid laſt Will and Teſtament, and did thereby commit unto them great Confidence in Truſt, for the diſpoſing of her Goods and Chattels and of ſome Profits of Lands, and for the full, due and faithful Execution of the ſaid laſt Will and Teſtament of the ſaid *K. M.* as by the ſaid laſt Will and Teſtament more at large appears; **Now this preſent Indenture witneſſeth**, That for the better and more ſure Performance of the Truſt and Confidence in the ſaid Parties to theſe Preſents repoſed, and for the full and perfect Manifeſtation of their careful Intentions and great Reſpect they have of the juſt and true Execution thereof, that it is covenanted, granted, concluded, condeſcended and fully agreed by and between the ſaid Parties to theſe Preſents, and every of them doth covenant, conclude and agree, to and with the other, in Manner and Form following; That whereas the ſaid Sir *P. F.* hath and poſſeſſeth an equal and juſt third Part of all the Goods, Chattels, Plate, Jewels and Sums of Money, which have in any wiſe as yet come to the Hands or Poſſeſſion of the ſaid Sir *P. F. R. F.* and *R. B.* and every or any of them as Executors of the laſt Will and Teſtament of the ſaid *K. M.* or a full third Part of the true and juſt Value of them, being accounted and divided into three ſeveral Parts; and the ſaid *R. F.* one other equal and juſt third Part of the ſaid Goods, Chattels, Plate, Jewels, and Sums of Money, or a full third Part of the true and full Value thereof; and the ſaid *R. B.* one other equal and juſt third Part of the ſaid Goods, Chattels, Plate, Jewels and Sums of Money, or a full third Part of a true and juſt Value thereof, as by three ſeveral Books of Particulars, one of which remaineth in the Poſſeſſion of the ſaid Sir *P. F.* one other in the Poſſeſſion of the ſaid *R. F.* and one other in the Poſſeſſion of the ſaid *R. B.* and being ſubſcribed with every one of their ſaid Names, doth and may appear: **Now** the ſaid Sir *P. F.* for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant and grant to and with the ſaid *R. F.* and *R. B.* and either of them, their and either of their Executors and Adminiſtrators, and every of them by theſe Preſents, that the ſaid *R. F.* and *R. B.* their and either of their Executors, Adminiſtrators and Aſſigns, ſhall and may have, retain, keep or diſpoſe their

Mutual Covenant that each Executor is poſſeſſed of his Share of Teſtator's Effects.

One Executor covenants to the other two that they ſhall keep their third Parts to-

their ſaid ſeveral third Parts of the ſaid Goods, Chattels and Sums of Money, towards the Performance of the ſaid laſt Will and Teſtament and Covenants in theſe Preſents contained, if in caſe the ſaid Sir *P. F.* ſhall ſurvive the ſaid *R. F.* and *R. B.* or either of them: **And further alſo** that if at any Time or Times hereafter, any more Goods, *&c.* ſhall come unto the Hands or Poſſeſſion of the ſaid Sir *P. F.* his, *&c.* for or by Reaſon of the Executorſhip of the laſt Will and Teſtament of the ſaid *K. M.* that then he the ſaid Sir *P. F.* his, *&c.* ſhall and will, within —— Months next after reaſonable Requeſt to him or them to be made, pay and deliver one juſt and equal third Part, or the true Value thereof, unto the ſaid *R. F.* his, *&c.* and one other juſt and equal third Part, or the true Value thereof, unto the ſaid *R. B.* his, *&c.* **And alſo** that he the ſaid Sir *P. F.* his, *&c.* ſhall and will well and truly ſatisfy or pay, or cauſe to be ſatisfied, one full third Part of all and every Legacy and Legacies, Bequeſt and Bequeſts, and of all Debts and other Matters and Things ariſing, growing due, payable or anſwerable, or to be due or payable, for or by Reaſon of the ſaid laſt Will and Teſtament, or for the Execution of the ſame, or thereof ſhall and will within three Months next after reaſonable Requeſt, acquit, diſcharge or ſave harmleſs, the ſaid *R. F.* and *R. B.* and either of them, their and either of their Executors, *&c.* and every of them; **And** that neither he the ſaid Sir *P. F.* at any Time heretofore hath done, nor that he, his, *&c.* nor any of them at any Time, willingly or wittingly ſhall do, procure or cauſe to be done, any Manner of Act or Thing, without the Conſent of the ſaid *R. F.* and *R. B.* their, *&c.* that ſhall or may be any Impediment or Hindrance to the Execution of the ſaid laſt Will and Teſtament of the ſaid *K. M.* or whereby the ſaid *R. F.* and *R. B.* or either of them, their or either of their Heirs, *&c.* may be in any Sort charged or hindred, contrary to the true Meaning of the ſame: **And** the ſaid *R. F.* for himſelf, *&c.* doth covenant, *&c.* to and with the ſaid Sir *P. F.* and *R. B.* (*ut ſupra*, and the like Covenant from the other Executor.) **In Witneſs** whereof the ſaid Sir *P. F.* and *R. F.* to one Part of this Indenture *Tripartite*, remaining in the Cuſtody of Sir *P. F.* and the ſaid *R. F.* and *R. B.* to one other Part of this Indenture, remaining in the Cuſtody of Sir *P. F.* and the ſaid Sir *P.* and *R. B.* one other Part hereof, remaining in the Cuſtody of the ſaid *R. F.* interchangeably have ſet their Hands and Seals the Day and Year firſt above written.

wards the Performance of the Will, *&c.* in caſe he ſurvives them. And that if any more Goods comes to his Hands, he ſhall deliver to the others, each a third Part, and pay one third Part of Legacies, *&c.* and indemnify the other Executors.

Another Agreement between four Joint Executors, for the better Execution of a Will; different from the former.

Articles of Agreement Quadripartite, indented, *&c.* **Between** *W. C.* of, *&c.* of the firſt Part, *A. C.* of, *&c.* of the ſecond Part, *W. L.* of, *&c.* of the third Part, and *T. D.* of, *&c.* of the fourth Part, as followeth:

Whereas *R. P.* late of, *&c.* the —— Day of, *&c.* made his laſt Will and Teſtament in Writing, and did thereby make and appoint the ſaid *W. C. A. C. W. L.* and *T. D.* Executors of his ſaid laſt Will, and ſhortly after the making thereof died, as by the ſaid Will, *&c.* may appear: **Now,** for the better Execution of the ſaid Will, it is covenanted and agreed between the ſaid Executors, in Manner and Form following, that is to ſay, Firſt, the ſaid *W. C.* doth for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *A. C. W. L.* and *T. D.* their Executors and Adminiſtrators by theſe Preſents, that the ſaid *W. C.* ſhall not nor will not acquit, releaſe and diſcharge any Debt, Duty or Sum of Money due unto the ſaid *R. P.* in his Life-time, nor any Debt, Duty or Sum of Money due unto the ſaid *W. C. A. C. W. L.* and *T. D.* by Reaſon or Means of the Execution of the laſt Will and Teſtament of the ſaid *R. P.* nor acquit, releaſe, diſcharge, diſcontinue or otherwiſe annul any Suit, Action, Cauſe, Plaint or other legal Proceeding to be by them brought, proſecuted or commenced, for any Matter, Cauſe or Thing whatſoever, touching the Execution of the laſt Will and Teſtament of the ſaid *R. P.* without the ſpecial Licence and Conſent of the ſaid *A. C. W. L.* and *T. D.* the Survivors and Survivor of them therein or thereto firſt had and obtained; **And alſo** that he the ſaid *W. C.* his Executors and Adminiſtrators, ſhall and will from Time to Time, and at all Times hereafter, at and upon every reaſonable Requeſt of the ſaid *A. C. W. L.* and *T. D.* and the Survivors and Survivor of them, give and deliver up unto them and the Survivors and Survivor of them, a true, exact and juſt Particular of all and ſingular Sum and Sums of Money, as well ſuch as have been received, as ſuch as have been diſburſed by the ſaid *W. C.* in, about or concerning the Execution of the laſt Will and Teſtament of the ſaid *R. P.* and ſhall and will acquit and diſcharge the ſaid *A. C. W. L.* and *T. D.* their Executors and Adminiſtrators, of and from all Sum and Sums of Money received or to be received by the ſaid *W. C.* in and about the Execution of the laſt Will and Teſtament of the ſaid *R. P.* of, from and againſt all and every Perſon and Perſons to whom ſuch Sum and Sums of Money, doth, ſhall or may of Right belong and appertain, and ſuch

Teſtator's Will. One Executor covenants with the others that he will not releaſe any of the Teſtator's Debts, *&c.* without their Conſent; And to account, and diſcharge the other Executors of what he receives,

Sum and Sums of Money ſo by him received or to be received, ſhall and will pay, diſpoſe and employ, as by the laſt Will and Teſtament of the ſaid *R. P.* is directed, limited and appointed; **And alſo** that the ſaid *W. C.* his Executors and Adminiſtrators, ſhall and will from Time to Time, and at all Times hereafter, ſuſtain, bear, pay and diſcharge the fourth Part, or one Part, the whole in four Parts to be divided, of all Coſts, Charges and Expences, which they the ſaid *W. C. A. C. W. L.* and *T. D.* and the Survivors and Survivor of them, ſhall any way ſuſtain, bear, pay or be put unto by proſecuting or defending of any Suit in Law or Equity, or otherwiſe, by Occaſion, Means or Reaſon of the Execution of the laſt Will and Teſtament of the ſaid *R. P.* without Fraud or Guile; **And alſo** that he the ſaid *W. C.* ſhall and will aſſiſt and concur with the ſaid *A. C. W. L.* and *T. D.* the Survivors and Survivor of them in and about the Payment of the Debts of the ſaid Teſtator *R. P.* and of the Legacies given and diſpoſed by the ſaid *R. P.* in his ſaid laſt Will, and in the Selling and Diſpoſing of the Lands, Tenements and Hereditaments of the ſaid *R. P.* by the ſaid Will of the ſaid *R. P.* appointed to be ſold, and in all other Things tending to the due Execution of the laſt Will and Teſtament of the ſaid *R. P.* without Fraud or Guile: **And** the ſaid *A. C.* doth covenant, *&c.* (*mutatis mutandis*, as to the other Parties.) **In Witneſs**, &c.

and pay his Share of Coſts and Charges of Suits,

and concur in paying Debts, *&c.*

and diſpoſing of Lands, *&c.*

N. B. *To be four Parts, and all Parties to ſign each Part.*

An Agreement between two Brothers, Co-Executors of their Father, and one of them Executor of their Uncle, who are intitled by both Wills to Monies upon Contingencies, that each of them ſhall manage particular Parts of the Eſtates, and account to each other.

THIS Indenture made, *&c.* **Between** *A. A.* of, *&c.* one of the Executors of the laſt Will and Teſtament of *A. A.* late of, *&c.* his late Father deceaſed, and ſole Executor of the laſt Will and Teſtament of *C. A.* late, *&c.* his late Uncle deceaſed, of the one Part, and *C. A.* of, *&c.* the other Executor of the laſt Will and Teſtament of the ſaid *A. A.* alſo his late Father deceaſed, of the other Part. **Whereas**, *&c.* (*Recital of the Father's Will, whereby he gives* (inter al') 2000 l. *to the Parties in Truſt upon ſeveral Contingencies, and makes them Reſiduary Legatees of his perſonal Eſtate, alſo in Truſt upon Contingencies, and made them Executors; and of the Uncle's Will, whereby he gives to his ſaid Nephew* A. A. 3000 l. *Bank-Stock, in Truſt upon ſeveral Contingencies, and made him Reſiduary Legatee and ſole Executor*): **And whereas** 2000 *l.* capital Stock in the Bank of *England*, Part of the Perſonal Eſtate of the ſaid *A. A.* deceaſed, was on the, *&c.* ſold by the ſaid *A. A.* and *C. A.* Parties to theſe Preſents, for the Sum of 2400 *l.* which ſaid Sum of 2400 *l.* was, by the mutual Conſent of both the ſaid Parties to theſe Preſents, paid to and received by the ſaid *C. A.* Party thereunto, in Lieu and Satisfaction of the aforeſaid Sum of 2000 *l.* and is by the like Conſent and Agreement of the ſaid Parties to theſe Preſents, to remain and continue in the Hands of the ſaid *C. A.* his Executors and Adminiſtrators, to be from Time to Time managed and employed and diſpoſed of by him and them, upon the Truſts and for the Purpoſes in the Will of the ſaid *A. A.* deceaſed, expreſſed and declared of and concerning the ſaid Sum of 2000 *l.* and the ſaid *C. A.* Party hereto, his Executors and Adminiſtrators to be at all Times hereafter chargeable with and accountable for the ſame accordingly: **And whereas** by the mutual Conſent of both the ſaid Parties to theſe Preſents, the reſiduary Part of the perſonal Eſtate of the ſaid *A. A.* deceaſed, amounting to the Sum or Value of 12000 *l.* in Monies and Securities for Monies, as by Account ſtated under the Hands of both Parties to theſe Preſents may appear, hath been paid and delivered to and received by the ſaid *A. A.* Party to theſe Preſents, and is by the like Conſent and Agreement of the ſaid Parties to theſe Preſents to remain and continue in the Hands of the ſaid *A. A.* his Executors and Adminiſtrators, to be from Time to Time managed, employed and diſpoſed of by him and them, upon the Truſts, and for the Purpoſes in the ſaid recited Will of the ſaid *A. A.* deceaſed, expreſſed and declared of and concerning the ſame; and the ſaid *A. A.* Party hereunto, his, *&c.* to be at all Times chargeable with and accountable for ſuch reſiduary Part accordingly: **And whereas** the ſaid *C. A.* deceaſed, was at the Time of his Death intitled to 3000 *l.* capital Stock in the Bank of *England*, over and beſides the aforeſaid 3000 *l.* capital Stock, in and by this ſaid Will given and bequeathed to his Nephew the ſaid *A. A.* Party hereunto upon the Truſts therein mentioned concerning the ſame, and was alſo at his Death poſſeſſed of, or intitled to the further Sum of 3000 *l.* or the Value thereof, after all his known Debts, Legacies and Funeral Expences paid and diſcharged: **And whereas** it was the Mind and Intention of the ſaid *C. A.* deceaſed, for ſome Time before his Death, that the reſiduary Part of his Perſonal Eſtate, after his Debts, Legacies and Funeral Expences paid and diſcharged, ſhould be equally ſhared in Value between his ſaid two Nephews, Parties to theſe Preſents, notwithſtanding the unequal Diviſion and Diſtribution thereof made by his Will,

Recitals. The Father's and the Uncle's Wills.

And that the Executors had ſold ſome Bank Stock which had been their Father's, and one of them had received the Money.

To be managed, *&c.* upon the Truſt, *&c.* in the Will.

And that the *Reſiduum* of the Father's perſonal Eſtate to a certain Amount, is in the Hands of the other of them, to be managed upon the Truſts in the Will.

Recital concerning the Value of the Uncle's perſonal Eſtate.

And that he intended it equally between theſe two Nephews, though une-

Will, in Manner as aforeſaid: **And whereas** the ſaid *A. A.* Party hereunto, in Compliance with the ſaid *C. A.* his late Uncle's ſaid Deſign and Intention, and in order to make ſuch Equality as aforeſaid, hath lately paid into the Hands of the ſaid *C. A.* the Sum of 1500 *l.* of, *&c.* the Receipt and Payment whereof he doth hereby acknowledge, and doth agree to accept and take the ſame in full of one Moiety of the reſiduary Part of the perſonal Eſtate of the ſaid *C. A.* deceaſed, which ſaid Sum of 1500 *l.* is by the mutual Conſent and Agreement of the ſaid Parties to theſe Preſents, to remain and continue in the Hands of the ſaid *C. A.* his, *&c.* to be from Time to Time managed, employed and diſpoſed of by him and them upon the like Truſts, and for the like Purpoſes, as in the ſaid recited Will of the ſaid *C. A.* deceaſed, is expreſſed and declared of and concerning the ſame 3000 *l.* in the capital Stock in the Bank of *England* thereby given and bequeathed unto the ſaid *A. A.* Party hereunto, on the Truſts therein mentioned concerning the ſame; and he the ſaid *C. A.* Party hereunto, his, *&c.* to be at all Times chargeable with and accountable for the ſame Sum of 1500 *l.* accordingly: **Now this Indenture witneſſeth,** That it is hereby mutually and reciprocally covenanted and agreed by and between the ſaid Parties to theſe Preſents, in Manner following, (that is to ſay), And firſt he the ſaid *A. A.* Party hereunto, doth hereby for himſelf, his, *&c.* covenant, *&c.* to and with the ſaid *C. A.* Party hereunto, his, *&c.* that he the ſaid *A. A.* Party hereto, his, *&c.* ſhall and will from Time to Time, and at all Times hereafter, carefully and faithfully manage, imploy and diſpoſe of the reſiduary Part of the perſonal Eſtate of the ſaid *A. A.* deceaſed, (amounting to the Sum and Value of 12000 *l.* as aforeſaid) upon the Truſts, and to and for the Intents and Purpoſes, as in the ſaid recited Will of the ſaid *A. A.* deceaſed is expreſſed and declared concerning the ſame; and alſo ſhall and will at all Times hereafter ſtand chargeable with, and anſwerable and accountable for the ſame accordingly; **And** for the more effectual and punctual Performance of the Covenants and Agreements herein before contained, on the Part and Behalf of the ſaid *A. A.* Party hereunto, he the ſaid *A. A.* Party hereunto, doth bind and oblige himſelf, his Heirs, *&c.* unto the ſaid *C. A.* Party hereunto, his Executors, *&c.* in the penal Sum of, *&c.* firmly by theſe Preſents; and the ſaid *C. A.* Party hereunto, doth hereby for himſelf, *&c.* covenant, *&c.* with the ſaid *A. A.* Party hereunto, his, *&c.* that he the ſaid *C. A.* Party hereto, ſhall and will from Time to Time, and at all Times hereafter, carefully and faithfully manage, employ and diſpoſe of the ſaid ſeveral and reſpective Sums of 2400 *l.* and 1500 *l.* to, for and upon the ſeveral and reſpective Truſts, Intents and Purpoſes herein after mentioned and expreſſed of and concerning the ſame reſpectively, (that is to ſay), The ſaid Sum of 2400 *l.* upon the Truſts, and for the Intents and Purpoſes in the ſaid recited Will of the ſaid *A. A.* deceaſed, and expreſſed and declared of and concerning the ſaid Sum of 2000 *l.* thereby given to the ſaid *A. A.* and *C. A.* Parties to theſe Preſents, in Truſt as aforeſaid; and the ſaid Sum of 1500 *l.* upon the like Truſts, and for the like Purpoſes, as are in the ſaid recited Will of the ſaid *C. A.* deceaſed, mentioned and declared of and concerning the ſaid 3000 *l.* capital Stock in the Bank of *England*, thereby given and bequeathed unto the ſaid *A. A.* Party thereunto, in Truſt as aforeſaid; and alſo ſhall and will at all Times hereafter ſtand chargeable with, and anſwerable and accountable for the ſaid ſeveral Sums of 2400 *l.* and 1500 *l.* accordingly. And for the more effectual and punctual Performance of the Covenant and Agreement herein before contained on the Part and Behalf of the ſaid *C. A.* Party hereunto, he the ſaid *C. A.* Party hereunto, doth bind and oblige himſelf, his Heirs, *&c.* unto the ſaid *A. A.* Party hereunto, his, *&c.* in the penal Sum of, *&c.* firmly by theſe Preſents. **Provided always, and it is hereby declared and agreed** by and between the ſaid Parties to theſe Preſents, and it is the true Intent and Meaning of them and of theſe Preſents, that in caſe at any Time or Times hereafter, any other or further Debt or Debts of the ſaid *A. A.* deceaſed, ſhall ariſe and appear, beſides what is now known to the ſaid *A. A.* Party hereunto, then and in ſuch Caſe, it ſhall and may be lawful to and for the ſaid *A. A.* Party hereunto, his, *&c.* to pay and ſatisfy the ſame by and out of the ſaid reſiduary Part of the ſaid late Father's perſonal Eſtate; any Thing therein contained to the contrary thereof in any wiſe notwithſtanding. **Provided alſo, and it is further hereby declared and agreed** by and between the ſaid Parties to theſe Preſents, and it is the true Intent and Meaning of them and of theſe Preſents, that in caſe at any Time or Times hereafter, any other or further Debt or Debts of the ſaid *C. A.* deceaſed, ſhall ariſe or appear, beſides what are now known to the ſaid *A. A.* Party hereunto, then and in ſuch Caſe, one Moiety of ſuch further or other Debt or Debts ſhall be paid and ſatisfied, by and out of the ſaid Sum of 1500 *l.* ſo paid to the ſaid *C. A.* Party hereunto as aforeſaid, and the other Moiety thereof ſhall be paid and ſatisfied by the ſaid *A. A.* Party hereunto, his, *&c.* by and out of his or their own proper Monies and Eſtate; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. **In Witneſs,** &c.

qually diſtributed by his Will.

And that the Executors of the Uncle have paid Part to his Brother to make the Diſtribution equal.

To be managed upon the Truſts in the Uncle's Will, concerning a ſpecifick Sum thereby given.

The Executors mutually covenant to imploy the Parts of the Eſtate reſpectively in their Hands, ſubject to account, and the Truſts in the reſpective Wills.

Penalty.

If other Debts of the deceaſed Father appear, they are to be paid out of the *Reſiduum.*

If other Debts of the deceaſed Uncle appear, the Parties are to pay each a Moiety.

Agreement

Agreement between an Executor and the Teſtator's Widow, who according to the Cuſtom of the Province of York, *is intitled to the Moiety of her Huſband's Eſtate, ſhe accepting Bonds and Specialties of the Teſtator of the Value in lieu, which the Executor hereby aſſigns over to her, ſhe covenanting, that if more Debts appear than the reſt of the perſonal Eſtate in the Executor's Hands will diſcharge, ſhe will refund proportionably with other Legatees.*

Articles, &c. Between *M. M.* of, *&c.* Clerk, Executor of the laſt Will and Teſtament of *E. E.* late of, *&c.* deceaſed, of the one Part, and *A. E.* Widow, Relict of the ſaid *E. E.* of the other Part.

Aſſignment of Bonds, *&c.*

Authority to ſue, *&c.*

Covenant not to receive Money without her Conſent.

Covenant that the Aſſignee accepts them in lieu of the Moiety of the perſonal Eſtate and a Legacy, *&c.*

Covenant that Aſſignee will refund proportionably if there happens to be more Debts than the Reſidue of the perſonal Eſtate will ſatisfy.

Penalty.

Imprimis, It is agreed by and between the ſaid Parties to theſe Preſents, and the ſaid *M. M.* doth hereby give, grant and aſſign to the ſaid *A. E.* all and every of the reſpective Bonds, Bills, Obligations, Specialties, and Securities for Money contained in the Schedule hereunto annexed; And the ſaid *M. M.* doth hereby conſtitute and appoint the ſaid *A. E.* his lawful Attorney to recover to her own and proper Uſe whatſoever Monies are due or ſhall be due upon the ſame, and upon Receipts thereof to give Acquittances and Diſcharges, and upon Default of Payment to ſue and implead the ſaid reſpective Perſons mentioned therein, in the Name of the ſaid *M. M.* as Executor to the ſaid *E. E.* or in the Name of the Executors or Adminiſtrators of the ſaid *M. M.* in caſe the ſaid *M. M.* ſhall die before the ſaid Monies ſhall be recovered; And the ſaid *M. M.* doth for himſelf, his Executors and Adminiſtrators, covenant and grant, to and with the ſaid *A. E.* her Executors and Adminiſtrators, not to receive any Money due upon the ſaid Bonds or Specialties, nor to releaſe or diſcharge the ſame or any of them, without the Conſent of the ſaid *A. E.* nor to do any Act or Thing, whereby ſhe the ſaid *E.* ſhall be hindered or obſtructed from receiving or recovering the Monies due upon the ſame to her own proper and ſole Uſe. Item, The ſaid *A. E.* doth for herſelf, her, *&c.* covenant and agree with the ſaid *M. M.* his, *&c.* to accept the ſaid Bonds and Specialties and Securities hereby aſſigned to her as aforeſaid, in full Satisfaction of the whole Moiety of the perſonal Eſtate of the ſaid *E. E.* her late Huſband, due to her by the Cuſtom of the Province of *York*, and likewiſe in Satisfaction of one Legacy of, *&c.* demiſed to her by the Will of her ſaid Huſband, as in full Satisfaction of whatever ſhe may claim out of the perſonal Eſtate of the ſaid *E. E.* Item, Whereas the aforeſaid *E. E.* hath likewiſe by his aforeſaid Will deviſed to ſeveral Perſons ſeveral Legacies, amounting in all to, *&c.* or thereabouts, as by the Will may appear: Now it is agreed between the ſaid Parties to theſe Preſents, that the ſaid Legacies of, *&c.* ſhall be ſolely and clearly paid out of the Remainder of the perſonal Eſtate of the ſaid *E. E.* remaining in the Hands of the ſaid *M. M.* as Executor, and not out of any Part that is thereby aſſigned to the ſaid *A. E.* but in caſe the ſaid *M. M.* his Executors or Adminiſtrators, ſhall be ſued or impleaded for any Debt due or pretended to be due by the ſaid *E. E.* and more Monies ſhall be recovered againſt the ſaid *M. M.* or the ſaid *M.* ſhall be put to more Expences in Law or Equity, in defending the ſaid Suit, than what remains in the Hands of the ſaid *M. M.* as Executor to the ſaid *E. E.* will ſatisfy; then it is agreed between the ſaid Parties to theſe Preſents, and the ſaid *E. E.* doth covenant and agree to contribute her Proportion with the other Legatees towards the reimburſing the ſaid *M. M.* ſo much as ſhall be recovered againſt the ſaid *M. M.* or the ſaid *M. M.* ſhall expend in defending the ſaid Suit, more than what ſhall remain in the ſaid *M. M.*'s Hands as Executor to the ſaid *E. E.* And for the true Performance, *&c.* In Witneſs, &c.

An Agreement between Creditors and the Widow of a Debtor, concerning Adminiſtration and paying Debts.

Articles of Agreement of three Parts indented, *&c.* Between the Creditors of *R. C.* late of, *&c.* deceaſed, whoſe Names, together with the Debts ſeverally to them owing, are ſpecified in the Schedule to theſe Preſents annexed, on the firſt Part, *C. R.* of, *&c.* a Creditor alſo of the ſaid *R. C.* of the ſecond Part, and *J. C.* of, *&c.* Widow of the ſaid *R. C.* of the third Part, *viz.*

Agreement that one of

Imprimis, The ſaid Creditors and every of them have agreed, and by theſe Preſents do agree with the ſaid *C. R.* and *J. C.* that the ſaid *C. R.* ſhall and may have and take the Admi-

Adminiſtration of all the Goods and Chattels which were of the ſaid *R. C.* deceaſed, according to the Laws of this Realm, to diſpoſe and adminiſter the ſame according to the Tenor of theſe preſent Articles, and not otherwiſe. **Item**, That in Conſideration of ſuch Pains as the ſaid *C. R.* ſhall take and be at, in and about the ſaid Adminiſtration, the ſaid *C. R.* upon his true and reaſonable Account thereof made before ſuch Auditors as the ſaid Creditors or the greater Part of them ſhall aſſign to take the ſaid Account, ſhall have Allowance of his reaſonable Coſts and Charges, as well in Suits of Law, or otherwiſe, by him to be expended about the ſaid Adminiſtration, and alſo that the ſaid *C. R.* at every Dividend making, ſhall and may retain, for and towards his own Debt owing by the ſaid *J. C.* ſo much as ſhall be an equal Portion with what he ſhall divide and pay to the other Creditors, according to the Quantity of their ſeveral and reſpective Debts. **Item**, That the ſaid *C. R.* ſhall, before any Dividend made, pay or cauſe to be paid unto the ſaid *J. C.* for Satisfaction of her Title or Dower in the late Manſion Houſe of the ſaid *R. C.* ſituate, *&c.* the Sum of 50 *l.* of, *&c.* or ſhall deliver unto her ſo much of her ſaid late Huſband's Goods as ſhall amounts to that Value, according to a reaſonable Eſtimation; and likewiſe for the Funeral Charges of the ſaid *R. C.* 15 *l.* of, *&c.* and alſo ſhall deliver unto her the ſaid *J. C.* to her own Uſe, or ſuffer her to detain and keep to her own Uſe and Behoof, all her Apparel and Ornaments belonging to her Perſon, and ſuch other Things as ſhe and the Creditors have agreed, as may appear by Writing under their Hands. **Item**, That the ſaid *C. R.* ſo ſoon as reaſonably may be after the ſaid Letters of Adminiſtration granted, ſhall, with and by the Conſent and in the Preſence of, *&c.* or three of them, cauſe all the Goods, Chattels and Debts within the Realm of *Great Britain*, which were belonging to the ſaid *R. C.* at the Time of his Deceaſe, to be viewed and appraiſed by indifferent Perſons, and a true Inventory thereof to be made, according to the Cuſtom uſed in ſuch Caſes within the City of *London*. **Item**, That the ſaid *J. C.* for her Part, ſhall and will uſe her beſt Endeavour to diſcover and make known all and ſingular the Goods, Chattels and Debts of the ſaid *R. C.* to the ſaid *C. R.* and the other Perſons before mentioned, without Concealment or Delay. **Item**, That after the Goods and Chattels and Credits of the ſaid *R. C.* ſhall be ſo viewed and appraiſed, and an Inventory thereof made and taken as aforeſaid, that then as well for the ſatisfying and Payment of what is to be firſt ſatisfied and paid, in Manner and Form aforeſaid, as towards the equal Payment of the ſaid Creditors, the ſaid *C. R.* ſhall by the Conſent, and in the Preſence of the ſaid, *&c.* or any two of them, make ſuch ſpeedy Sale at the beſt Rates he can, of all ſuch Goods and Chattels which were of the ſaid *R. C.* within the Realm of *Great Britain*, other than ſuch as be appointed for the ſaid *J. C.* as aforeſaid, and make ſuch Speed to gather in and obtain ſuch Debts as were owing unto the ſaid *R. C.* at the Time of his Deceaſe, as he reaſonably can or may; **And then** after the Satisfaction and Payment before mentioned, to be firſt ſatisfied and paid, ſhall from Time to Time proportion and divide all the Reſidue of the Eſtate of the ſaid *R. C.* as ſhall come to his Hands, unto every of the ſaid Creditors, Share and Share alike, according to the Quantities of their ſeveral Debts from Time to Time, and as often as he the ſaid *C. R.* ſhall have any Thing whereof ſuch Dividend can be made, until all the ſaid Creditors ſhall be paid and ſatisfied their ſaid Debts if the Goods and Chattels of the ſaid *R. C.* ſhall be ſufficient ſo to do. **Item**, That *F. J.* one of the Creditors in the ſaid Schedule mentioned, ſhall enjoy all ſuch Goods and Debts which were of the ſaid *R. C.* which the ſaid *F. J.* hath now attached beyond the Seas towards the Payment of ſuch Debts as the ſaid *R. C.* did owe there to him, and thereof the ſaid *F. J.* ſo ſoon as conveniently may be to ſhew the Account to the ſaid *C. R.* and four or three of the ſaid Creditors at the leaſt; and if more be recovered beyond the Seas by the ſaid *F. J.* of the Goods and Debts, late of the ſaid *R. C.* than the Debts ſo owing by the ſaid *R. C.* at the Time of his Deceaſe to the ſaid *F. J.* there, that then he the ſaid *F. J.* ſhall accept of the Overplus towards Payment of his Debts owing here in *England*. **Item**, That none of the Parties aforeſaid ſhall or will do or procure any Thing to be done by any Suit or Action againſt the ſaid *C. R.* or any other Perſon, whereby the Performance of theſe preſent Agreements, or any of them, ſhall or may in anywiſe be impeached, troubled or hindered; and that every of them ſhall revoke or diſcharge all and every Suit and Suits commenced theretofore, which ſhall or may be any Impediment or Hindrance of the true Performance of the Articles and Agreements herein contained. **Item**, The ſaid *C. R.* doth hereby agree to take upon him the ſaid Adminiſtration, and to adminiſter truly and faithfully, according to the true Intent and Meaning of theſe Preſents; and if there ſhall be more than is ſufficient to ſatisfy and pay all the ſaid Creditors their ſeveral Debts, that then upon reaſonable Requeſt to him made, and Diſcharge for the ſame to him given by the ſaid *J. C.* her Executors or Adminiſtrators, he the ſaid *C. R.* ſhall and will well and truly pay or cauſe to be paid the Remainder thereof to the ſaid *J. C.* her Executors or Adminiſtrators, ſhe or they giving good Security to the ſaid *C. R.* by her or their Bond to repay the ſame, or ſo much thereof as ſhall be lawfully and truly recovered by any other Creditor of the ſaid *R. C.* **Item**, If any Creditor or Creditors of the ſaid *R. C.* not

the Creditors ſhall adminiſter.

Who ſhall be allowed Coſts, and retain Money towards his own Debt.

Dower.

Goods to be appraiſed.

Debts and Credits.

Reſiduum, how to be applied.

Debts beyond Sea.

Action.

Covenant to adminiſter.

Actions against the Administrator.

Party to these Presents, do at any Time commence any Action or Suit against the said *C. R.* as Administrator of the Goods and Chattels of the said *R. C.* and said Creditor or Creditors shall lawfully without Fraud or Covin recover their said Debt or Debts against the said Administrator; in such Case it is agreed by and between all the said Parties to these Presents, that all the Creditors, Parties to these Presents, whose Debts shall be paid in Part or in all, according to this Agreement, shall out of the several Dividends allow, satisfy and pay, Part and Part alike, unto the said *C. R.* so much Money as will satisfy and discharge the said Debt or Debts, and Damages and Costs of Suit for the same, the said *C. R.* likewise allowing his proportionable Share towards the same. **Item**, It is further agreed, That if any Creditor or Creditors of the said *R. C.* not being Parties, shall commence any Suit or Suits against the said *C. R.* as Administrator of the said *R. C.* then the said *C. R.* shall thereof give Notice unto all the said Parties to these Presents, or to three of them at the least, to the End they may join the said *C. R.* in Defence of the said Suit; **All** and every which Agreements aforesaid, and every Article and Clause therein, every one of the said Parties on their several Behalfs, and for their several Executors and Administrators, do covenant, promise and grant, to and with all and each other of the Parties, their several Executors and Administrators, well and truly to perform and keep without Fraud or Deceit. **In Witness**, &c.

Another, different from the former.

Articles, &c. **Between** *J. F.* of, *&c.* Widow, Relict of *F. F.* late of, *&c.* deceased, of the one Part, and *F. M.* and *J. T.* of, *&c.* Copartners, *C. E.* of, *&c.* *N. C.* of, *&c.* *A. W.* of, *&c.* *J. P.* of, *&c.* *J. K.* of, *&c.* *W. S.* of, *&c.* *E. J.* of, *&c.* *H. C.* of, *&c.* *W. L.* of, *&c.* *P. E.* of, *&c.* *G. H.* of, *&c.* Creditors of the said *F. F.* deceased, of the other Part, as follows, *viz.*

Agreement that the Widow shall administer, and assign Effects for the Benefit of the Creditors; which they will accept in full of their Debts, and release to the Widow.

Whereas the said *F. F.* at the Time of his Death was and stood justly and truly indebted unto the several Persons above named, his Creditors, in the several and respective Sums of Money mentioned and expressed in the List thereof under written to these Presents; and upon Treaty it hath been agreed between the said *J. F.* and the said Creditors Parties hereto, that the said *J. F.* shall take out Letters of Administration of the personal Estate of her said late Husband, and immediately thereupon assign over the same for the Benefit of the said Creditors, in such Manner as hereafter is mentioned, which Assignment the said Creditors have agreed to accept in full Discharge of their respective Debts, and in Consideration thereof to release the said *J. F.* from all Claims and Demands on Account of her said late Husband's Debts, and every Part thereof: **Now these Presents witness**, and it is hereby agreed, by and between the said Parties hereunto, in Manner and Form following, that is to say, **The** said *J. F.* in Consideration of the Premisses, doth, for herself, her Executors and Administrators, and every of them, covenant, promise and agree to and with the said *F. M. &c.* (*the Creditors*,) severally and respectively, and their several and respective Executors, Administrators and Assigns, that she the said *J. F.* her Executors or Administrators, shall and will, with the Privity, and not otherwise, and at the Request, Costs and Charges of the said several Creditors above named, on or before, *&c.* endeavour to procure Letters of Administration of the personal Estate of the said *F. F.* deceased, to be granted to her in due Form, and upon obtaining the same, immediately, at the like Request, Costs and Charges of the said Creditors, on or before the said, *&c.* by such good and sufficient Assignment in the Law, as the said Creditors or the major Part of them shall direct; assign and set over unto the Creditors above named, Parties to these Presents, or to such three or more of them, as the major Part of them shall direct and appoint, in Trust, and for the equal Benefit of the several Creditors above named, in Proportion to their respective Debts, all the Goods, Wares and Merchandizes, Monies, Debts, Effects, Demands and personal Estate whatsoever, due, owing or belonging to the said *F. F.* at the Time of his Death. **And** the said *F. M. &c.* for themselves severally and respectively, and not the one for the other of them, and for their several and respective Executors and Administrators, and not one for the Executors or Administrators of the other of them, in Consideration of such intended Assignment, do covenant, promise and agree to and with the said *J. F.* her Heirs, Executors and Administrators, by these Presents, that they the said *F. M. &c.* shall and will respectively, upon the Execution of such Assignment as is herein before mentioned, by the said *J. F.* duly execute and give a sufficient general Release or Releases, or other Discharges, at the reasonable Request of the said *J. F.* and at the Charge of the several Creditors above named, unto her the said *J. F.* of all Debts, Accounts, Claims and Demands whatsoever, on Account of the said *F. F.* her late Husband deceased, from the Beginning of the World unto the Day next before the Date of the intended Assignment; **And further**, That

and make such Assignment.

The Creditors covenant to release to the Administratrix.

That the ſaid Creditors above named, their ſeveral and reſpective Executors and Adminiſtrators, ſhall and will give and allow the ſaid *J. F.* the Value of 100 *l.* Sterling, in Houſhold Goods and other Goods, at a reaſonable Appraiſement, upon her executing ſuch Aſſignment as is above mentioned, as a Premium for her making the ſame; **Upon this ſpecial Condition nevertheleſs,** That the ſaid *J. F.* ſhall, before the Receipt of ſuch 100 *l.* upon the Requeſt, and at the Charge of the ſaid Creditors, or any of them, make an Affidavit in Writing, before a lawful Magiſtrate, that ſhe the ſaid *J. F.* hath not wittingly or wilfully concealed from the ſaid Creditors, or neglected to diſcover to them, any Part of the perſonal Eſtate of the ſaid *F. F.* deceaſed, amounting to the Value of 20 *l.* Sterling in the whole. **In Witneſs** whereof, the Parties firſt above named have, *&c.*

and allow her Goods.

She to make an Affidavit of Effects not being concealed.

The Liſt of Debts owing from the above named F. F. *deceaſed, referred to in the Articles above written.*

		l.	*s.*	*d.*
To *E. M.* } Copartners		259	6	0
To *J. T.* }				
To *C. E.*		111	6	0
To, *&c. &c. &c.*				

An Agreement between an Adminiſtrator and one who ſtood indebted to the Inteſtate by Bond, that if the Party ſhall maintain and keep a poor Child, ſo as the Adminiſtrator ſhall be freed of that Charge, that he ſhall be acquitted of the Bond.

Articles, &c. **Between** *J. F.* Adminiſtrator of the Goods, *&c.* of *W. F.* deceaſed, of the one Part, and *R. S.* of the other, as followeth.

Imprimis, Whereas the ſaid *R. S.* ſtood bound unto the ſaid *W. F.* in his Life-time and at his Death, by Obligation, in the Sum of 100 *l.* with Condition indorſed, for the Payment of 52 *l.* at a Day and Place in the Condition of the ſaid Obligation mentioned, as by the ſame appears; **And whereas** Letters of Adminiſtration are of late obtained by the ſaid *J. F.* for the true Adminiſtration of all and ſingular Goods, Rights and Credits of the ſaid *W. F.* and hath put the ſaid Bond in Suit againſt the ſaid *R. S.* **And whereas** the Intent of the ſuing of the ſaid Obligation was only to get the ſaid Debt of the ſaid *R.* for the Relief of *A. F.* the Daughter of the ſaid *W. F.* who hath for divers Years paſt been chargeable to the ſaid *J. F.* and his Father, which ſaid *A. F.* the ſaid *R. S.* hath of late taken from the ſaid *J. F.* and his Father, with Intent and Promiſe to maintain her during her Life, with ſufficient Meat, Drink and Apparel, in ſuch Sort as the ſaid *A. F.* ſhall not at any Time hereafter be chargeable to the ſaid *J. F.* or his Father: **It is now condeſcended, concluded and agreed,** by and between the ſaid Parties to theſe Preſents, that the ſaid *R.* his Executors or Adminiſtrators, ſhall ſufficiently maintain and keep, or cauſe to be maintained and kept, the ſaid *A.* from Time to Time, during the Life of the ſaid *A.* with ſufficient Meat, Drink and Apparel, and of and from the maintaining and keeping of the ſaid *A.* ſhall at all Times hereafter, and from Time to Time, diſcharge and keep harmleſs the ſaid *J. F.* and his ſaid Father, and their and every of their Executors and Adminiſtrators; **And** the ſaid *J. F.* in Conſideration thereof doth hereby promiſe to the ſaid *R. S.* that if the ſaid *R.* ſhall at any Time hereafter be ſued or troubled at the Suit of the ſaid *J. F.* as Adminiſtrator of the ſaid *W.* upon the ſaid Bond, or that the Action or Suit already begun, ſhall be by the ſaid *J.* or by any other for him, or in his Name, or by his Conſent or Privity, proſecuted in Law, againſt the ſaid *R.* during ſo long Time as the ſaid *R.* ſhall ſo ſufficiently maintain and keep the ſaid *A.* with ſuch Meat, Drink and Apparel, in ſuch Sort as the ſaid *J. F.* or his ſaid Father, ſhall not at any Time hereafter be charged or chargeable with the maintaining and keeping the ſaid *A.* that then the ſaid *J.* his Executors or Adminiſtrators, ſhall and will bear and pay all ſuch Sum and Sums of Money, Coſts, Charges and Expences, as the ſaid *R.* ſhall be put unto, or be lawfully inforced to pay, diſburſe or expend, by Occaſion aforeſaid. **In Witneſs,** &c.

Eighthly,

Eighthly, Between Joint and Separate Debtors to indemnify each other.

An Agreement between three Debtors, who borrowed Monies on their Joint and Separate Bonds, &c. to trade with in a Joint Stock; wherein each Party covenants to the others to pay his Share, and to indemnify the others therefrom.

Articles of Agreement Tripartite, had, *&c.* **Between** *R. W.* of, *&c.* of the first Part, *N. M.* of, *&c.* of the second Part, and *D. M.* of, *&c.* of the third Part, as follows:

Recitals. A Bond to *D. W.* Another to *T. B.* and two Bills. to *T. B.*

Whereas the said Parties, by their Bond or Obligation dated, *&c.* do stand jointly and severally bound and obliged to *D. W.* of, *&c.* in the penal Sum of, *&c.* conditioned for the Payment of, *&c.* on, *&c.* **And** the said Parties to these Presents, by one other Bond or Obligation of the same Date, do likewise stand jointly and severally bound and obliged unto *T. B.* of, *&c.* in the penal Sum of, *&c.* conditioned for the Payment of, *&c.* on, *&c.* **And also** the said Parties to these Presents, by two Bills under their Hands and Seals of the same Date, have jointly and severally engaged to pay unto *S. W.* of, *&c.* the Sum of, *&c.* and unto the aforesaid *T. B.* the Sum of, *&c.* on, *&c.* as by the said several recited Obligations and Bonds, and the Conditions thereof, and the recited Bills under the Hands and Seals of them the said *R. W. N. M.* and *D. W.* may appear; **Which** said Money so as aforesaid due, or to become due and payable on the said recited Bonds, is due and to be paid by and from the said Parties, upon an equal Proportion, Share and Share alike: **And whereas** the Shares and Proportions of the said several Parties to these Presents, of the said Monies so as aforesaid secured by the aforesaid two recited Bills to be paid unto the said *S. W.* and *T. B.* are hereby stated and agreed to be as followeth, *viz.* Upon the said Bill to be paid to the said *S. W.* the said *R. W.* is to pay the Sum of, *&c.* for his Share; and the said *N. M.* is to pay the Sum of, *&c.* for his Share; and the said *D. M.* is to pay for his Share the Sum of, *&c.* and upon the said Bill payable unto the said *T. B.* the said *R. W.* is to pay the Sum, *&c.* for his Share; and the said *N. M.* is to pay the Sum of, *&c.* for his Share; and the said *D.* is to pay the Sum of, *&c.* for his Share: **In Consideration** whereof, and for a right and good Payment of the Sum and Sums of Money as the same ought severally to be paid, in due Proportion as aboveſaid, according to the true Intent and Meaning of these Presents, by every of the said Parties from whom the same is justly due and owing, according to the Shares and Proportions aforesaid, and for securing and indemnifying each other therein, and for, from and concerning each other's several Shares and Proportions aforesaid, **It is hereby covenanted, concluded and fully agreed,** by and between the said Parties to these Presents, in Manner following, (to wit,) **First,** the said *R. W.* for himself, his Heirs, Executors and Administrators, and for every of them, doth covenant, promise and grant, to and with the said *N. M.* and *D. M.* and either of them, their and either of their Heirs, Executors and Administrators, that he the said *R. W.* his Executors or Assigns, shall and will well and truly pay or cause to be paid unto the said *D. M.* his Executors, Administrators or Assigns, the Sum of, *&c.* and unto the said *T. B.* his, *&c.* the Sum of, *&c.* of like Money, being his equal Share and Proportion of the Monies in the said Conditions of the said recited Obligations severally mentioned as aforesaid, at the Days and Times therein severally limited and appointed as aforesaid, without Fraud or further Delay; **And likewise** that he the said *R. W.* his Heirs, Executors or Administrators, shall and will well and truly pay or cause to be paid unto the said *S. W.* his Executors, Administrators or Assigns, the Sum of, *&c.* on, *&c.* and to the said *T. B.* his, *&c.* the Sum of, *&c.* on, *&c.* next ensuing as aboveſaid, being his Share and Proportion of the said Monies due or to be due upon the said Bills as aforesaid; **And** that he the said *W. R.* his Heirs, Executors or Administrators, shall and will well and sufficiently save and defend, keep harmless and indemnified them the said *N. M.* and *D. M.* and either of them, their or either of their Heirs, Executors and Administrators, and their and every of their Goods, Chattels, Lands, Tenements, Wares and Merchandizes, as well for and from all his the said *R. W.*'s Shares and Proportions as aforesaid, and of and from all and all Manner of Actions and Accounts, Suits and Troubles, Costs, Charges, Damages and Expences whatsoever which shall or may happen, or which they, or either or any of them, shall or may sustain or be put unto for or by Reason or concerning the Non-payment of such the said *R. W.*'s Share and Proportion in Manner and Form aforesaid. **And** the said *N. M.* for himself, *&c.* doth covenant, *&c.* to and with the said *R. W.* and *D. M. &c.* (*as before in the Covenant of* R. W. *to* N. M. and D. M.) **And** the said *D. M. &c.* (*the like to* R. W. *and* N. M.) **And** for the true Performance of the Covenants, Articles

Monies due on the Bonds are payable by the Parties in equal Proportions. And on the Bills in unequal Payments. For the due Payment of each Person's Share, and to secure and indemnify each other from the others Shares. *R. W.* covenants with *N. M.* and *D. M.* to pay — *l.* to *D. W.* and — *l.* to *T. B.* being his Proportions of the Bonds, and his Share of the Bills.

His Indemnity of the other Parties.

N. M.'s like Covenant to *R. W.* and *D. M.*

and Agreements aforeſaid, the ſaid Parties bind themſelves either to the other in the penal Sum of, &c. firmly by theſe Preſents. **In witneſs**, &c.

D. M.'s to R. W. and N. M.

Ninthly, To make Diſcoveries of Debtors Effects.

An Agreement between a Judgment Creditor and one who diſcovers Effects of the Debtor, in order to levy Execution thereon, for the Diſcoverer to have Half of the Money levied; but in caſe of Eviction under a Commiſſion of Bankruptcy, to refund his Share, and bear Part of the Expences, &c.

Articles, &c. Between *A. B.* of, &c. and *C. D.* of, &c.

Whereas the ſaid *A. B.* did on or about —— Term, which was in the —— Year of the Reign of, &c. recover and obtain in the Court of *K. B.* at *Weſtminſter* againſt *E. F.* of, &c. one Judgment for —— *l.* Debt, beſides Coſts of Suit, as by Records thereof remaining in the ſaid Court doth more fully appear; upon which Judgment there is yet due and owing unto the ſaid *A. B.* the Sum of —— *l.* principal Money, or thereabouts, beſides Intereſt: **And whereas** the ſaid *C. D.* at the Requeſt of the ſaid *A. B.* hath lately made a Diſcovery to him the ſaid *A. B.* of a certain Debt of —— *l.* or thereabouts, due and owing by *F. G.* of, &c. to the ſaid *E. F.* of the Time and Place of Payment of the ſaid Debt, to the End and Purpoſe that the ſaid *A. B.* may have and take the ſaid —— *l.* when paid in Execution upon the ſaid Judgment, towards Satisfaction of the Monies due to him thereupon: **Now theſe Preſents witneſs**, That in Conſideration of ſuch Diſcovery as aforeſaid, whereby the ſaid *A. B.* may probably get and obtain ſome Part of the Monies due to him upon the ſaid recited Judgment, which otherwiſe ſeemed a deſperate Debt, he the ſaid *A. B.* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe, grant and agree, to and with the ſaid *C. D.* his Executors and Adminiſtrators, in Manner following, that is to ſay, That he the ſaid *A. B.* ſhall and will at his own Coſts and Charges forthwith cauſe the ſaid Judgment to be revived, and Execution thereupon ſued forth, and uſe his utmoſt Endeavour to cauſe the ſaid —— *l.* to be taken into Execution thereupon: And further, that in caſe the ſaid *A. B.* ſhall, at any Time or Times hereafter have or take the Sum of —— *l.* or any Part thereof, or any other the Eſtate of the ſaid *F. G.* which ſhall come to the Hands or Poſſeſſion of the ſaid *E. F.* in Execution upon the ſaid Judgment, then and in ſuch Caſe he the ſaid *A. B.* ſhall and will forthwith pay and deliver unto the ſaid *C. D.* his Executors or Adminiſtrators, to and for his and their own Uſe and Benefit, one Moiety or half Part of ſuch Monies or Eſtate as ſhall be taken in Execution aforeſaid: **In Conſideration** whereof he the ſaid *C. D.* doth hereby for himſelf, his Heirs, &c. covenant, &c. to and with the ſaid *A. B.* his, &c. that in caſe the ſaid Monies or Eſtate to be taken in Execution as aforeſaid, or any Part thereof, ſhall at any Time afterwards by Reaſon and Means of any Commiſſion of Bankruptcy taken out or to be taken out againſt the ſaid *E. F.* or by any Means whatſoever, be evicted or recovered back from the ſaid *A. B.* then and in ſuch Caſe he the ſaid *C. D.* his, &c. ſhall and will forthwith thereupon repay unto the ſaid *A. B.* his, &c. all ſuch Monies and Eſtates as he the ſaid *C. D.* ſhall have ſo had or received of the ſaid *A. B.* as aforeſaid: **And further**, that he the ſaid *C. D.* his, &c. ſhall and will pay or allow unto the ſaid *A. B.* his, &c. one Moiety or half Part of the Charges and Expences which he or they ſhall be put unto or ſuſtain by Reaſon or Means of any other or further Execution which ſhall be made or ſued out on the ſaid Judgment againſt any other Part of the Eſtate of the ſaid *F. G.* which ſhall come to the Hands or Poſſeſſion of the ſaid *E. F.* and of all other Charges occaſioned by ſuch Eviction or Recovering back of the Monies or Eſtates to be taken in Execution as aforeſaid. **And laſtly**, each of them the ſaid *A. B.* and *C. D.* doth hereby bind and oblige himſelf, his, &c. unto the other of them, his, &c. in the penal Sum of —— *l.* of, &c. for the true and faithful Performance of all and every the Covenants and Agreements herein before contained, and which by them reſpectively are and ought to be done and performed reſpectively as aforeſaid. **In Witneſs**, &c.

Recital of a Judgment for Money recovered, and what is due thereon.

The Diſcovery of Money due to the Debtor.

The Creditor agrees to revive the Judgment, and ſue out Execution thereupon.

In caſe of the recovering the Whole or Part, to pay a Moiety to the Diſcoverer.

The Diſcoverer covenants, in caſe of Eviction by Means of a Commiſſion of Bankruptcy, to repay, &c. and to allow the Creditor half Charges on another Part of the Caſe which may happen.

A reciprocal Penalty.

Tenthly, Concerning Factors, Agents, Book-keepers, Clerks, Journeymen, Apprentices, and other Servants.

An Agreement between a Tradeſman in the Country and his Factor in London.

Articles, &c. Between *R. C.* of, *&c.* and *J. F.* of, *&c.*

Recital of the Contract. **Whereas** the ſaid *R. C.* hath contracted and agreed with the ſaid *J. F.* to employ him as a Factor in *London* for him the ſaid *R. C.* for the vending, ſelling and uttering of all ſuch Wares and Merchandizes, (*or*, of all ſuch *Ilminſter* and *Chard* Kerſies, *&c. particularly mentioning the Goods*) as he the ſaid *R. C.* ſhall conſign and ſend unto the ſaid *J. F.* in his now Dwelling-houſe in *Lothbury*, *London*, for and during the Space and Term of —— Years to commence from the Day of the Date hereof: **Whereupon** it is covenanted, *&c.* by and between the ſaid Parties, and either of them the ſaid Parties, by and for himſelf, his Executors and Adminiſtrators, doth covenant and grant to and with the other of them the ſaid Parties, his Executors and Adminiſtrators, in Manner and Form following, *viz.* **Firſt**, That he the ſaid *J. F.* ſhall and will not only accept and take into his Houſe, Truſt, Charge and Cuſtody, all ſuch Wares and Merchandizes (*or*, all ſuch *Ilminſter* and *Chard* Kerſies, *&c.*) as he the ſaid *R. C.* ſhall upon his Account, or which ſhall belong unto him, ſend and conſign unto the ſaid *J. F.* to *London* to be vended and ſold; but alſo ſhall do his beſt Endeavour to vend and ſell the ſame to and for the only Uſe and Benefit of the ſaid *R. C.* to the beſt Profit and Advantage, and in the beſt Manner that he the ſaid *J. F.* can or may perform, and that from Time to Time, and at all Times during the ſaid Space, *&c.* to commence, *&c.* as aforeſaid. **Alſo** that he the ſaid *J. F.* ſhall not only keep or cauſe to be kept a juſt and true Book or Books of Account and Reckoning in Writing, of all ſuch Wares and Merchandizes (*or*, of all ſuch Cloth and Kerſies, *&c.*) as he the ſaid *R. C.* ſhall from Time to Time during the ſaid Term, conſign unto the ſaid *J. F.* and ſhall ſo come to his Charge and Cuſtody, and to whom, and at what Rates and Prices, and at what Time and Times the ſame ſhall be ſold and vended by him the ſaid *J. F.* but alſo well and truly pay and deliver unto the ſaid *R. C.* his Executors, Adminiſtrators or Aſſigns, all ſuch Monies, Specialties and other Things, as ſhall come to the Hands of or ſhall be received by the ſaid *J. F.* for the ſaid Wares, *&c.* during the Term aforeſaid, together with all ſuch Wares, *&c.* as before the ſame Account ſhall appear to be received by the ſaid *J. F.* and not ſold at the End of the ſaid Term. **Alſo** that he the ſaid *J. F.* ſhall be true and faithful unto the ſaid *R. C.* in the ſelling and vending all Wares, *&c.* during the ſaid Term, and not defraud or defeat the ſaid *R. C.* in any of the Premiſſes wilfully, or to his Knowledge, but ſhall endeavour to vend the ſaid, *&c.* to able Men, for the beſt Prices and ſhorteſt Time of Payment, as he conveniently can. **Alſo** that the ſaid *J. F.* ſhall not during the ſaid —— Years deal or trade as Factor for any other Perſon or Perſon, for the buying or ſelling of any Wares, *&c.* but only for him the ſaid *R. C.* as aforeſaid. **Alſo**, in Conſideration of which Factorſhip ſo to be done and performed by the ſaid *J. F.* as aforeſaid, he the ſaid *R. C.* doth hereby for himſelf, *&c.* covenant, *&c.* to pay to him the ſaid *J. F.* his, *&c.* the Sum of, *&c. per Ann.* and alſo the Sum of, *&c.* for (Hallage) Porterage, and other like Charges. **Alſo** that the ſaid *R. C.* ſhall not at any Time during the ſaid —— Years, conſign or ſend unto the ſaid *J. F.* any Wares, *&c.* that ſhall belong to any other Perſon or Perſons, but ſuch as ſhall properly belong to him the ſaid *R. C.* only. **In Witneſs**, &c.

Parties mutual covenant.

The Factor to receive and ſell Goods.

To keep true Accounts and make true Payments.

To be faithful, *&c.*

Not to be Factor for any other.

The Factor's Wages, and Charges.

The Tradeſman not to conſign any other but his own Goods.

Another Agreement between a Tradeſman and his Factor.

Articles, Covenants, Grants and Agreements, indented, *&c.* **Between** *W. P.* of, *&c.* of the one Part, and *T. B.* of, *&c.* of the other Part, as followeth, *viz.*

Recital that a Tradeſman has taken a Factor. **Imprimis, Whereas** the ſaid *W. P.* for the ſpecial Truſt and Confidence which he repoſeth in the ſaid *T. B.* hath accepted and taken him the ſaid *T. B.* to be his Factor, as well to ſell and diſpoſe of all ſuch, *&c.* or any other Kind of Wares which he doth or ſhall deal with, and which ſhall come to the Hands of the ſaid *T. B.* or any of his Servants or Aſſigns, to be ſold during ſo long Time as they ſhall agree together: **Now** the ſaid *T.* doth covenant, grant and agree for himſelf, his Heirs, Executors and Adminiſtrators, in Manner and Form following, *viz.* **Imprimis**, That he the ſaid *T.* ſhall and will from Time to Time do his beſt Endeavour to ſell and utter all ſuch Wares of the ſaid *W.* as the ſaid *T.* now hath, or which hereafter ſhall come to the Hands of the ſaid *T.* or his Servants or Aſſigns, to the beſt

Covenant.

Benefit

Benefit and Profit of the ſaid *W.* his Executors and Adminiſtrators (*bona fide*) either for ready Money, or for reaſonable Days, as he hath heretofore uſed, and doth now uſe; **And** alſo ſhall and will from Time to Time, during all the Time that he ſhall ſo continue Factor as aforeſaid, do his beſt Endeavour from Time to Time to collect and gather up all ſuch Sum and Sums of Money as be and ſhall be due for, upon, or by Reaſon of the Sale of any ſuch Wares by him ſold, or to be ſold and uttered; and all ſuch Sum and Sums of Money as he hath already received, ſhall pay or cauſe to be paid to the ſaid *W.* his Executors or Adminiſtrators, within ten Days next after the Date hereof; and all other Sum and Sums of Money which ſhall be from Time to Time hereafter received, for or by Reaſon of ſuch Wares ſo ſold, or to be ſold, or any of them, ſhall and will always from Time to Time pay, or cauſe to be paid, to the ſaid *W.* his Executors, Adminiſtrators or Aſſigns, within ten Days next after the Receipt thereof. **In Conſideration** whereof the ſaid *W.* doth covenant and agree to and with the ſaid *T. B.* his Executors or Adminiſtrators, from Time to Time, as he ſhall receive any Sum or Sums of Money of or from the ſaid *T.* his Executors or Adminiſtrators, as aforeſaid, within ten Days next after any ſuch Receipt, to deliver, or cauſe to be delivered, to the ſaid *T.* his Executors or Adminiſtrators, a Note in Writing, under his or their own Hand Writing, teſtifying the ſaid Receipt from Time to Time. **Item**, the ſaid *T.* doth covenant, grant and promiſe, for himſelf, his Heirs, Executors and Adminiſtrators, to and with the ſaid *W.* his Executors and Adminiſtrators, that he the ſaid *T.* ſhall and will keep a particular Book from Time to Time, wherein are or ſhall be written and contained the Particulars of all ſuch Wares of the ſaid *W.* as the ſaid *T.* had in his Hands on the 16th Day of *April* laſt paſt; *And* alſo the true Particulars of all ſuch Wares as the ſaid *T.* or any of his Servants or Aſſigns have received ſince the 16th Day of *April*; and alſo the true Particulars of all ſuch Wares as he or they, or any of them, ſhall from Time to Time receive of or from the ſaid *W.* and alſo of all Sales and Barters of ſuch Wares as ſince the 16th of *April* have been made, and from Time to Time hereafter ſhall be, as the ſame have been and ſhall be truly ſold and put away for ready Money, or upon Days given; and of the very true Days and Times of Payment agreed upon for ſuch Wares; **And alſo**, that the ſaid *T.* his Executors or Adminiſtrators, ſhall and will from Time to Time, at the reaſonable Requeſt of the ſaid *W.* his Executors or Adminiſtrators, make and yield up unto him or them, a true Account in Writing, as well of all the ſaid Wares remaining in his Hands the 16th of *April*, as of ſuch Wares of the ſaid *W.* as ſince that Time have come to the Hands, or hereafter ſhall come to the Hands of the ſaid *T.* or of any other by his Appointment or Means; **And alſo** to whom, and for what Price and Prices, and how and upon what Days or Times of Payment, the ſame, and every of them, have been, or ſhall be from Time to Time ſold and uttered, and what ſo do or ſhall remain unſold; and all ſuch of the ſaid Wares as ſhall remain unſold, or ſhall not be ſold to and for the Uſe, Benefit and Profit of the ſaid *W.* his Executors or Adminiſtrators, at the Time of ſuch Account to be made, or at the Time of the Death of the ſaid *T.* if he ſhall fortune to die poſſeſſed of any ſuch Wares at the Time of his Death, ſhall and will well and truly deliver, or cauſe to be delivered, to the ſaid *W.* his Executors or Adminiſtrators, ſafe, and in as good Caſe as he received the ſame, or elſe ſhall content and pay unto the ſaid *W.* his Executors or Adminiſtrators, the true Price and Value of the ſame, and every of them. **In Witneſs**, &c.

The Factor to collect Money by him truſted, and pay the ſame to his Maſter.

A Covenant from the Maſter, always within ten Days after Receipt of any Money, to deliver a Receipt for the Sum.

A Covenant that the Factor ſhall keep a particular Book, to enter down the Wares, and all Sales thereof made, and what is ſold for ready Money, and what upon Truſt; and upon Demand ſhall give an Account of the Wares remaining, and of the Money taken, and remaining, *&c.* And to account as well of Wares remaining, *&c.* as thoſe ſold, *&c.*

An Agreement whereby Cheeſemongers appoint an Agent to look after and prevent Impoſitions in Country Traders in the weighing and packing up of Butter.

Articles of Agreement indented, made, concluded and mutually agreed upon this —— Day of, *&c.* **Between** the ſeveral Perſons whoſe Names are hereunder ſubſcribed, and Seals affixed, (Traders in Butter and Cheeſe in the Cities of *London* and *Weſtminſter* and Places adjacent) of the one Part, and *S. S.* Citizen and Tallow-Chandler, of *London*, of the other Part, in Manner following, (*viz.*)

Imprimis, Whereas ſeveral Abuſes and Frauds have been heretofore, and yet are continued to be committed, in the Weight and falſe Packing of Butter by ſeveral Perſons in the Counties of *Derby* and *Stafford*, and elſewhere, in Breach and Contempt of a Statute made in the 14th Year of the Reign of the late King *Charles* the Second, intitled *An Act for reforming of Abuſes committed in the Weight and falſe Packing of Butter*; And although there are ſufficient Penalties provided in the ſaid Statute for puniſhing of the ſaid Abuſes, yet for Want of due Encouragement to put the ſame in Execution, the ſaid Abuſes remain unreformed, to the great Detriment of the Publick: **Now theſe Preſents witneſs**, That to the End

Recitals.

Frauds in the Weight and Package of Butter, contrary to the Statute.

To prevent ſuch Abuſes.

End and Intent the ſame Abuſes in the ſaid Counties of *Derby* and *Stafford* may, as far as can or may, be rectified and reformed, and that all Offenders therein may be effectually proſecuted upon the ſaid Statute, they the ſaid ſeveral Perſons whoſe Names are hereunto ſubſcribed, and Seals affixed, (being Dealers in potted Butter as aforeſaid) **Do**, and each and every of them **Do** and **Doth**, ſeverally and reſpectively, and not jointly, covenant, promiſe and agree to and with the ſaid *S. S.* by theſe Preſents, in Manner as follows, (that is to ſay) They the ſaid ſeveral Perſons ſubſcribing and executing of theſe Preſents, do hereby, as much as in them lies, fully and abſolutely authorize and impower the ſaid *S. S.* and his Aſſigns, to buy and purchaſe in the ſaid Counties of *Derby* and *Stafford*, or one of them, or elſewhere, as many Pots, for the putting in, and potting and packing of Butter, as he or they ſhall think fit, and as ſhall be neceſſary for that Purpoſe, the ſame to be at the Prices and ſized and marked as follows, (*viz.*) not to exceed 4 *s. per* Dozen for ſuch Pots as ſhall be glazed, and not to exceed 3 *s. per* Dozen for ſuch Pots as ſhall be unglazed; **And** that every ſuch Pot ſhall be of ſuch Size or Bigneſs as to hold at leaſt 20 Pounds of Butter; **And** that each ſuch Pot, (beſides the Mark directed by the ſaid Statute) ſhall be marked and tared with the Letter *S.* and *Word S.* (being the firſt Letter of the Chriſtian and Surname of the ſaid *S. S.* and alſo with the Weight of the ſaid Pot; **And** that he the ſaid *S. S.* ſhall and may deliver, or cauſe to be delivered, to the Farmers, and other Perſons who ſhall make, vend, trade in or ſell Butter in the Counties aforeſaid, the ſaid Butter Pots, at the Price, Size, and ſo marked as aforeſaid; **And** they the ſaid ſeveral Perſons executing theſe Preſents, do hereby appoint the ſaid *S. S.* their ſole Agent for the Purpoſes aforeſaid, for and during the full Term of two whole Years, to commence from the —— Day of ——: **And alſo** they do hereby ſeverally and reſpectively requeſt, direct, injoin and appoint, all and every of their reſpective Factors, Deputies and Agents, not to buy, receive or take from the ſaid Farmers, or any other Perſon or Perſons whomſoever, ſo making, vending, trading and ſelling Butter, in the Counties aforeſaid, except within —— next after the Date hereof, (which Time is allowed for making Uſe of ſuch Pots as are already iſſued out) any other Pots packed with Butter on their Accounts, but ſuch only as ſhall be ſo ſized and marked, and filled with Butter in Manner as aforeſaid; and for which Purpoſe, they the ſaid Factors or Agents are hereby deſired and required by the ſaid Perſons executing theſe Preſents, to enter into Articles with the ſaid *S. S.* that they will not receive and take any other Pots of Butter on their Account than only ſuch Pots as ſhall be ſo filled, ſized and marked as aforeſaid: **And further**, That none of them the ſaid hereby ſubſcribing Perſons ſhall or will receive any other Pots of Butter from any Perſon or Perſons whomſoever in the Counties aforeſaid, (except as aforeſaid,) but ſuch only as ſhall be ſo filled, ſized and marked as aforeſaid; **And further**, That they the ſaid ſeveral Perſons executing theſe Preſents ſhall and will, during the ſaid Term of two Years as aforeſaid, allow and pay to him the ſaid *S. S.* or his Aſſigns, (in Conſideration of his Trouble in buying of, and having ſuch Pots ſo ſized, marked and diſpoſed of to Farmers and other Perſons, as aforeſaid, and alſo to the Intent to enable him to proſecute all or any ſuch Perſon ſo offending as aforeſaid, (in caſe he ſhall ſo think fit) for every ſuch Pot of Butter which they reſpectively ſhall receive from the ſaid Counties of *Derby* and *Stafford*, or either of them, the Sum of one Penny for each ſuch Pot of Butter; the ſame to be paid to the ſaid *S. S.* or his Aſſigns, at *Aſhburne* in the ſaid County of *Derby*, by the Factors of the ſaid ſeveral Perſons executing hereof, on the Delivery of, or within —— Days next after their Receipt of every ſuch Pot of Butter; **And** in caſe of their or any of their Neglect or Refuſal ſo to do, then the ſame to be paid to the ſaid *S. S.* by ſuch of the ſaid Perſons executing theſe Preſents, whoſe Factor or Agent ſhall have refuſed or neglected to pay the ſame in the Country, at the Place aforeſaid, at their reſpective Houſes in *London*, and Places adjacent. **Item**, The ſaid *S. S.* in Conſideration of one Penny *per* Pot of Butter, to be ſo paid to him as aforeſaid, doth hereby covenant to and with the ſaid ſeveral Perſons executing of theſe Preſents, in Manner as follows, (that is to ſay) That he the ſaid *S. S.* or ſome Perſon on his Behalf, (in caſe of any Indiſpoſition of his Health) ſhall and will take Care to furniſh all ſuch Farmers, and other Perſons making, vending, trading or ſelling Butter in the Counties aforeſaid, with ſuch Pots as aforeſaid; and alſo ſhall take and give an Account to the Perſons executing theſe Preſents, if at any Time ſo required, of all ſuch Pots as he ſhall deliver out for the Uſe of any of the ſaid Subſcribers, who ſhall require the ſame: **And alſo** ſhall and will, to the utmoſt of his Power, take Care that all ſuch Pots ſhall be ſo ſized and marked as aforeſaid, and be according to their juſt and true Weight; **And further**, That he the ſaid *S. S.* ſhall not nor will, at any Time during the Term aforeſaid, mark or tare any ſuch Pot or Pots, but ſuch only as are and ſhall be of ſuch Dimenſion and Size as will hold the full Quantity of 20 Pounds of Butter, acording to the Direction of the ſaid Statute, and the true Intent and Meaning of theſe Preſents. **And laſtly**, They the ſaid Parties executing of theſe Preſents, for the true Performance of the Covenants and Payments herein before contained, on their Part to be paid and performed, do hereby ſeverally bind themſelves unto the ſaid *S. S.* in the penal Sum of —— *l.* of, &c. firmly

the Cheeſemongers authorize their Agent,

to buy Butter in certain Places.

Prices.

Sizes.

Marks.

Pots may be delivered to Farmers.

Agent ſolely appointed for two Years.

Their Dealers are not to take in any Butter not ſo marked, &c.

nor are they themſelves.

Agent's Salary, &c.

The Agent's Duty.

Penalty.

by theſe Preſents; and he the ſaid *S. S.* for the true Performance of the Covenants herein before contained, on his Part to be done and performed, doth hereby bind himſelf unto the ſaid Perſons executing hereof, in the Sums of —— of like Money, firmly by theſe Preſents. **In Witneſs** whereof, they the ſaid Perſons executing hereof have to that Part of theſe Preſents which is to be delivered to the ſaid *S. S.* ſet their Hands and Seals, and he the ſaid *S. S.* to the other Part thereof hath ſet his Hand and Seal, the Day and Year firſt above written.

For a Merchant's Book-keeper to go beyond Sea.

Articles of Agreement indented, *&c.* **Between** *S. M.* Senior, of, *&c.* and *S. M.* Junior, of, *&c.* of the one Part, and *J. S.* Son of *H. S.* of, *&c.* of the other Part, as follows; (that is to ſay,)

The ſaid *J. S.* for the Conſiderations hereunder mentioned, doth covenant, promiſe and agree to and with the ſaid *S. M.* Junior, his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, That he the ſaid *J. S.* ſhall and will, when required by the ſaid *S. M.* Senior, go abroad and ſail in and with ſuch Ship or Veſſel as ſhall be provided in that Behalf for *G.* aforeſaid; and immediately upon his Arrival there, will enter into the Service of and for (and during the Term of three Years, to be accounted from his Arrival at *G.* aforeſaid, will continue with) the ſaid *S. M.* Junior, and diligently and faithfully, to the utmoſt of his Ability, imploy himſelf in, and do and perform all ſuch Buſineſs and Service at *G.* aforeſaid, or elſewhere, as well in keeping the Books and Accounts of the ſaid *S. M.* Junior, or otherwiſe, relating to the Trade and Buſineſs of a Merchant, which the ſaid *S. M.* Junior now uſeth at *G.* as he the ſaid *S. M.* Junior ſhall from Time to Time direct and order; And that he the ſaid *J. S.* ſhall and will from Time to Time render and give a juſt and true Account, and diſcharge himſelf of, for and from all Monies, Goods, Bills, Accounts and Things whatſoever, which ſhall come into his Charge, Care or Diſpoſition, during the ſaid Term, of or belonging to the ſaid *S. M.* Junior, his Executors or Adminiſtrators, or any other Perſon or Perſons whatſoever, wherewith he or they ſhall or may be chargeable; and that he will keep the Secrets of his ſaid Maſter in and relating to his Trade and Buſineſs. **In Conſideration** whereof, and of the Service to be performed by the ſaid *J. S.* as aforeſaid, the ſaid *S. M.* Senior doth for himſelf, his Executors and Adminiſtrators, for and on the Behalf of the ſaid *S. M.* Junior, covenant, promiſe and agree to and with the ſaid *J. S.* his Executors, Adminiſtrators and Aſſigns, That he the ſaid *S. M.* Junior, his Executors or Aſſigns, ſhall truly pay, or cauſe to be paid, unto the ſaid *J. S.* at *G.* aforeſaid, for the firſt Year of the ſaid Term of three Years, the Sum or Value of ——*l.* Sterling; and for the ſecond Year of the ſaid Term, the Sum or Value of ——*l.* of like Money; and for the laſt Year of the ſaid Term of three Years, the Sum or Value of ——*l.* of like Money, by equal Quarterly Payments, during the ſaid three Years reſpectively; and ſhall alſo at his own Charge find and provide unto and for the ſaid *J. S.* Meat, Drink, Waſhing and Lodging during the ſaid Term; and will likewiſe bear and pay the Charge of his Paſſage to *G.* aforeſaid. **And it is provided**, declared and agreed, by and between the ſaid Parties, That if the ſaid *S. M.* Junior, his Executors or Adminiſtrators, after the ſaid *J. S.*'s Arrival at *G.* aforeſaid, ſhall find him not capable (or, if the ſaid *J. S.* ſhall not be diligent and faithful in the doing and performing of the Service and Buſineſs) of keeping the Books and Accounts of the ſaid *S. M.* Junior, or ſuch others Buſineſs wherein he ſhall imploy him in his Trade and Merchandizing, as aforeſaid, that then and in any of the ſaid Caſes, the ſaid *S. M.* Junior, his Executors or Adminiſtrators, after three Months Notice, or Warning, for that Purpoſe given to the ſaid *J. S.* ſhall and may diſcharge the ſaid *J. S.* from his ſaid Service, he paying him for his Service to ſuch the Time of his Diſcharge, and 3 *l.* for his Paſſage to *E.* **And** that the ſaid *S. M.* Senior, or *S. M.* Junior, their Executors or Adminiſtrators, or either or any of them, ſhall not from ſuch the ſaid Diſcharge of the ſaid *J. S.* be chargeable to allow, or pay to the ſaid *J. S.* all, or any of the ſaid reſpective yearly Sums aforeſaid, for ſuch Time of the ſaid three Years, which ſhall be then to come and unexpired; theſe Preſents, or any Thing therein to the contrary notwithſtanding. **In Witneſs**, &c.

Articles of Clerkſhip with an Attorney or Solicitor, (the Clerk put out by the Father.)

Articles of Agreement indented, *&c.* by and **Between** *A. H.* of the *Inner Temple, London*, Gent. of the one Part, and *J. S.* of *Clements Inn*, in the County of *Middleſex*, Gent. and *J. R.* (Son-in-Law of the ſaid *J. S.*) of the other Part, as followeth, *viz.*

The Father covenants for the Son's Service,

Imprimis, The ſaid *J. S.* for himſelf, his Heirs, Executors and Adminſtrators, doth covenant, promiſe, grant and agree, to and with the ſaid *A. H.* his Executors, Adminiſtrators and Aſſigns, in Manner and Form following, that is to ſay, That for and in Conſideration of the ſaid *A. H.*'s Acceptance of the ſaid *J. R.* into his Service as his Clerk, and the Sum of 137 *l.* in Hand paid to him by the ſaid *J. S.* the Receipt of which ſaid Sum the ſaid *A. H.* doth hereby acknowledge, and of the Covenants and Agreements herein after in theſe Preſents mentioned on the Part and Behalf of the ſaid *A. H.* his Executors and Adminiſtrators, to be performed, fulfilled and kept, he the ſaid *J. R.* ſhall and will well, faithfully and diligently ſerve him the ſaid *A. H.* after the Manner of a Clerk, in the Practice and Profeſſion that he the ſaid *A. H.* now uſeth of an Attorney in his Majeſty's Court of —— at *Weſtminſter*, and as Attorney and Solicitor in other Courts, from the Day of the Date hereof, for and during the Term of five Years from thence next enſuing, and fully to be complete and ended; and that without the wilful or negligent cancelling, obliterating, ſpoiling, loſing, imbeziling, lending, ſpending or making away with any of the Books, Papers, Deeds, Writings, Monies or other Goods or Chattels of the ſaid *A. H.* his Executors or Adminiſtrators, or of any other Perſon or Perſons, committed to the Cuſtody or Care of the ſaid *A. H.* or of the ſaid *J. R.*'s as his Clerk.

and to find him Cloaths, Waſhing, *&c.*

And further, he the ſaid *J. S.* his Executors or Adminiſtrators, ſhall and will from Time to Time, and at all Times hereafter, during the ſaid Term of five Years, at his and their own proper Coſts and Charges, find and provide to and for the ſaid *J. R.* all Manner of Apparel, both Linen and Woollen, fit for his Uſe, and alſo Waſhing during the ſaid Term;

The Clerk agrees to ſerve, the Father to pay for ſtamping Articles, and indemnify the Maſter therefrom.

And the ſaid *J. R.* doth hereby promiſe and agree to ſerve the ſaid *A. H.* during the ſaid Term, and in Manner as above ſpecified: **And alſo** the ſaid *J. S.* ſhall and will, within the Time appointed by Act of Parliament, pay to his Majeſty's Revenue of the Stamp-Duties, the Tax or Duties impoſed upon Monies given with Clerks and Apprentices, and indemnify and ſave harmleſs the ſaid *A. H.* his Executors and Aſſigns, of and from the ſame Duties in every Reſpect.

In Conſideration of which true and faithful Service to be performed and done by the ſaid *J. R.* and of the Performance of the Covenants and Agreements herein before ſpecified, according to the true Intent and Meaning of theſe Preſents, **He** the ſaid *A. H.* for himſelf, his Executors, Adminiſtrators and Aſſigns, **doth** covenant, promiſe and agree, to and with the ſaid *J. S.* his Executors, Adminiſtrators and Aſſigns by theſe Preſents, in Manner and Form following, that is to ſay, That he the ſaid *A. H.* ſhall and will, during the ſaid Term, find and provide to and for the ſaid *J. R.* good, ſufficient and convenient Diet and Lodging;

The Maſter to find Victuals, Drink, *&c.* for his Clerk,

And alſo ſhall and will by the beſt Means he can (according to the beſt of his Skill and Knowledge)

and teach him, *&c.*

teach and inſtruct him the ſaid *J. R.* in the Practice, Buſineſs and Profeſſion of an Attorney and Solicitor in any of his Majeſty's Courts at *Weſtminſter*, or elſewhere;

and endeavour to procure his Admittance.

And ſhall and will at the Expiration of the ſaid Term uſe the beſt Means and Endeavours, at the Requeſt, Coſts and Charges of the ſaid *J. R.* to cauſe and procure him the ſaid *J. R.* to be admitted and ſworn an Attorney of his Majeſty's ſaid Court of —— or ſuch other of his Majeſty's Courts at *Weſtminſter*, as the ſaid *J. R.* ſhall think fit to be admitted an Attorney of;

Not to aſſign him without the Father's Conſent, *&c.*

And the ſaid *A. H.* for himſelf, his Executors and Adminiſtrators, doth hereby promiſe and agree to and with the ſaid *J. S.* his Executors and Adminiſtrators, that he the ſaid *A. H.* ſhall not within the Time or Term of five Years, as aforeſaid, aſſign the ſaid *J. R.* to any Attorney or to any other Perſon or Perſons whatſoever, without the Knowledge, Conſent and Approbation of the ſaid *J. S.* his Executors and Adminiſtrators, or the Direction of the preſent Judges or any ſucceſſive Judge or Judges of the ſaid Court of —— ſome or one of them, during the ſaid Term;

And that his Executors, *&c.* ſhall refund in caſe of his Death.

And the ſaid *A. H.* for himſelf, his Executors and Adminiſtrators, doth further covenant, promiſe and agree to and with the ſaid *J. S.* his Executors and Adminiſtrators, that in caſe the ſaid *A. H.* ſhall die before the Expiration of the ſaid Term of five Years, the Executors or Adminiſtrators of the ſaid *A. H.* ſhall pay or cauſe to be paid to the ſaid *J. S.* or to ſuch Perſon or Perſons as ſhall be agreed of to take and accept of the ſaid *J. R.* as his or their Clerk for the Reſidue of the ſaid Term, in Manner following, or that in caſe the ſaid *A. H.* ſhall die before the Expiration of the firſt Year of the ſaid Term, then the Executors or Adminiſtrators of the ſaid *A. H.* ſhall within one Month next after pay or cauſe to be paid the Sum of 105 *l.* in Manner as aforeſaid; and in like Manner before the Expiration of the ſecond Year, the Sum of 85 *l.* and in like Manner before the Expiration of the third Year, the Sum of 65 *l.* and in like Manner be-

fore the Expiration of the fourth Year, the Sum of 45 *l.* and in like Manner before the Expiration of the fifth Year, the Sum of 25 *l.* according to the true Intent and Meaning of these Presents; any Thing herein contained to the contrary in any wise notwithstanding (*a*): **And** for the true Performance of all and singular the respective Covenants and Agreements above mentioned, they the said *J. S.* and *A. H.* do bind themselves and their several Heirs, Executors and Administrators, each to the other of them, in the penal Sum of 100 *l. &c.* of, *&c.* firmly by these Presents. **In Witness**, &c. Penalty.

The like in a different Form.

Articles of Agreement indented, *&c.* **Between** *T. B.* of the Parish of St. *Dunstan* in the *West*, *London*, Gent. (one of the Attornies of his Majesty's Court of Common Pleas at *Westminster*) of the one Part, and *R. B.* of the Parish of St. *Dunstan* aforesaid, Clock and Watchmaker, and *A. B.* (Son of the said *R. B.*) of the other Part, as followeth;

First, the said *T. B.* in Consideration of the Sum of, *&c.* to him now paid by the said *R. B.* at, *&c.* the Receipt, *&c.* **Doth** (at the Instance of and by and with the Consent of the said *A. B.* testified by his being a Party to and executing hereof) agree to take and accept of him the said *A. B.* as and to be his Clerk, from the Day of the Date hereof for and during, and unto the full End and Term of five Years next ensuing; **And** he the said *A. B.* (by and with the Consent of his said Father *R. B.* also testified by his being a Party to and executing hereof) **hath**, and by these Presents **doth** put and place himself to and with the said *T. B.* his Master, and him to serve as his Clerk from the Date hereof, for the said Term of five Years, **during** which Term he the said *A. B.* shall faithfully serve him the said *T. B.* his Secrets keep, and his lawful Commands obey and perform; **And** shall not absent himself from the Service of his said Master, without his Consent, during the said Term; nor unduly spend or waste any of his said Master's Monies, Goods or Chattels, or of any of his Clients, which shall be in the Custody of or intrusted with him by his said Master, during the said Term; **But** shall at all Times during the said Term, truly account for, pay and deliver to his said Master, his Executors or Assigns, all and every such Sum and Sums of Money, Stamps, Writings and other Things, which he the said *A. B.* shall receive, have or take, of, from or be intrusted, for or on Account of his said Master or any of his Clients. **And** the said *T. B.* in Consideration of the aforesaid Premisses, doth hereby covenant and agree to and with the said *R. B.* and *A. B.* and to and with each of them by these Presents, in Manner as follows, *viz.* That he the said *T. B.* during the said Term of five Years, shall use his best Endeavours to instruct and inform the said *A. B.* as his Clerk, in the Business and Practice of an Attorney or entring Clerk, in his said Majesty's Court of Common Pleas at *Westminster* aforesaid, and also as a Solicitor in other Courts which he the said *T. B.* shall use and practise in, during the said Term; **And** that he the said *T. B.* at the End of the said five Years, shall and will (at the Request and Charge of the said *A. B.*) use his best Endeavours to procure him the said *A. B.* to be admitted (*b*) an Attorney in the said Court of Common Pleas, and as a Solicitor in the High Court of Chancery. **In Witness**, &c. The Master at the Father's Request, accepts the Clerk; and the Son at the like Request puts himself Clerk. Faithful Service. To account. The Master's Duty.

A Receipt to be indorsed for the Consideration Money.

Another Indenture of Clerkship, the Form different, (the Clerk put out by his Guardian.)

This Indenture, &c. **Between** *J. C.* of, *&c.* Gent. and *H. W.* of, *&c.* Esq; (the next Friend and Guardian to the said *J. C.*) of the one Part, and *W. L.* of, *&c.* *London*, Gent. (one of the Attornies of his Majesty's Court of ———) of the other Part, **Witnesseth**, That the said *J. C.* **hath** and by these Presents **doth** put and place himself to and with the said *W. L.* his Master, and him to serve as his Clerk for the Term or Space of five Years from the Day of the Date hereof, during all which Term he the said *J. C.* as such, shall faithfully and diligently serve him the said *W. L.* his Secrets keep, and his lawful Commands obey and perform, and shall not part or absent himself from the Service of his said Service.

(*a*) And sometimes there has been a Reservation of Re-payment in case of the Clerk's Death.

(*b*) In some old Articles here it is said (*if the Master is admitted in* B. R.) one of the entering Clerks in the Court of King's Bench, under the Prothonotary or Chief Clerk of the said Court.

Master

Maſter without his Leave during the ſaid Term, nor unduly or negligently ſpend or waſte any of his ſaid Maſter's Monies, Goods or Chattels, or the Monies, Goods or Chattels of any other Perſon or Perſons which ſhall be in the Cuſtody of, or intruſted with him, by his ſaid Maſter, or that ſhall be delivered or put into the Hands of the ſaid *J. C.* or come to his Hands by his ſaid Maſter's Order or Appointment, or any otherwiſe on his Account, during the ſaid Term; but ſhall and do from Time to Time during the ſaid Term well and truly account for, deliver and pay to his ſaid Maſter, his Executors, Adminiſtrators or Aſſigns, all and every ſuch Sum and Sums of Money, Stamps, Writings, and all other Things which he the ſaid *J. C.* ſhall receive, have or take, of or for, or be intruſted for, or on Account of his ſaid Maſter; and alſo ſhall in all Things demean and behave himſelf in all Reſpects, as a good, true and faithful Clerk, during all the ſaid Term: **And** the ſaid *W. L.* (for and in Conſideration of the Sum of ——— of lawful Money of *Great Britain*, to him in Hand well paid by the ſaid *H. W.* at or before the executing hereof, the Receipt, *&c.*) **Doth** covenant, promiſe, grant and agree, to and with the ſaid *L. W.* and *J. C.* and to and with each of them by theſe Preſents, in Manner as follows, *viz.* That he the ſaid *W. L.* ſhall and will from Time to Time, and all Times, during the ſaid Term of five Years, in the beſt Manner he can, well and ſufficiently inſtruct and inform the ſaid *J. C.* as his Clerk, in the Buſineſs and Practice of an Attorney or Entering Clerk in his Majeſty's Courts of King's Bench and Common Pleas, and alſo as a Solicitor in the Courts of Chancery, Exchequer, and all other Courts which he the ſaid *W. L.* now uſes or ſhall uſe and practiſe during the ſaid Term, and in all the Manner, Method and Reaſons of doing the ſame; **And alſo** ſhall find and provide for him the ſaid *J. C.* good and ſufficient Meat, Drink and Lodging, during the ſaid Term, he continuing in ſuch Service of the ſaid *W. L.* **And alſo** that he the ſaid *W. L.* ſhall and will at the End of every Term during the Time that he the ſaid *J. C.* ſhall ſo ſerve him as a Clerk, as aforeſaid, give and pay to him the ſaid *J. C.* the Sum of 20*s.* for his own Uſe: **And further**, That in caſe the ſaid *W. L.* ſhall happen to die, *&c. (as before.)* **And** the ſaid *H. W.* for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, promiſe and agree, to and with the ſaid *W. L.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, That he the ſaid *J. C.* ſhall and will from Time to Time, and at all Times, well and truly account for all ſuch Monies, Stamps and other Things as ſhall come to his Hands, by the Delivery, Order, or for the Uſe of his ſaid Maſter the ſaid *W. L.* **And** ſhall and will pay and ſatisfy to him the ſaid *W. L.* his Executors, Adminiſtrators or Aſſigns, from Time to Time on Demand, all and every ſuch Sum and Sums of Money as ſhall appear to be due to him or them upon the Balance of any Account which ſhall be made by Reaſon of any Deficiency of him the ſaid *J. C.* **In Witneſs**, &c.

Inſtruction.

Maſter to find Meat, *&c.* Termage.

Guardian covenants that the Clerk ſhall account.

Liberty to aſſign.

Provided always, and it is hereby mutually agreed and declared by and between the Parties hereto, That it ſhall and may be lawful to and for the ſaid *W. C.* at any Time, to aſſign over unto any other ſworn Attorney or Attornies of the ſaid Court, the Service and Benefit of the Clerkſhip of him the ſaid *R. C.* for all or any Part of the ſaid Term, in ſuch Manner as he the ſaid *W. C.* aforeſaid ſhall think fit, (ſubject nevertheleſs to ſuch Inſtructions, Proviſion and Allowance as are hereby made for the ſaid *R. C.* in Manner as aforeſaid; any Thing to the contrary thereof notwithſtanding.

Liberty to put a Clerk away from his Service.

And Laſtly, It is agreed by and between the Parties to theſe Preſents, that if the ſaid *B. V.* ſhall be wilfully diſobedient to, or ſlothful or negligent, or ſhall otherwiſe miſbehave himſelf towards his ſaid Maſter during the ſaid Term, that then it may and ſhall be lawful for the ſaid *G. W.* at his Diſcretion, at any Time then after during the ſaid Term to put away the ſaid *B. V.* from the ſaid Service of the ſaid *G. W.* and that the ſaid *G. W.* his Executors or Adminiſtrators, in ſuch Caſe ſhall repay unto the ſaid *W. V.* his Executors, Adminiſtrators or Aſſigns, the like Sum of Money as by theſe Preſents are payable upon the Death of the ſaid *G. W.* proportionably to the Time in which the ſaid *G. W.* ſhall put away the ſaid *B. V.* theſe Preſents, or any Thing herein contained to the contrary thereof in any wiſe notwithſtanding.

The Father to find Apparel, Waſhing, Doctors, &c.

And that he the ſaid *W. V.* his Executors or Adminiſtrators, ſhall and will during the ſaid Term, provide for and allow the ſaid *B. V.* convenient Apparel and Waſhing, and in caſe

caſe of Sickneſs or other Accident, by reaſon whereof the ſaid *B. V.* ſhall be diſabled to ſerve the ſaid *G. W.* as his Clerk, to provide and allow unto the ſaid *B. V.* a Nurſe, and pay the Charges of ſuch Doctors and Apothecaries, as ſhall be neceſſary during ſuch Sickneſs.

Articles of Clerkſhip, where a Clerk (his firſt Maſter being dead) puts himſelf Clerk to another for the Reſidue of his Term, in order to qualify himſelf to be ſworn.

Whereas by Articles, &c. (*Recite the Articles*). **And whereas** the ſaid *E. W.* ſerved the ſaid *J. B.* as his Clerk for the Term or Space of, &c. and he the ſaid *J. B.* then dying, the ſaid recited Articles, as to the Reſidue of the ſaid Term of five Years Service of Clerkſhip to the ſaid *J. B.* is now become void and determined: **And whereas** the ſaid *E. W.* has, on the Day of the Date hereof, the Term of, &c. to ſerve, (being the Reſidue of his ſaid Term of five Years Clerkſhip), the Reſidue of which Term of five Years he the ſaid *E. W.* hath agreed to ſerve with the ſaid *A. S.* and that he the ſaid *E. W.* will find himſelf with all Neceſſaries during the ſaid Term, in ſuch Manner as herein after mentioned: **Now theſe Preſents witneſs**, That he the ſaid *E. W.* (in Purſuance of his ſaid recited Agreement, and to the Intent that he by his full Service of five Years Clerkſhip may be qualified to be ſworn, and act as one of the Solicitors of the ſaid Court of Chancery,) doth for himſelf, his Executors and Adminiſtrators, covenant with the ſaid *A. S.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents in Manner as follows, *viz.* That he the ſaid *E. W.* ſhall and will ſerve the ſaid *A. S.* as his Clerk, from the Day of the Date hereof, for and during the ſaid Term of one Year, (being the Reſidue of his ſaid Term of five Years Clerkſhip,) if they the ſaid *A. S.* and *E. W.* ſhall both ſo long live, and that the ſaid *E. W.* during the Reſidue of his ſaid Term of Clerkſhip, ſhall and will in all Reſpects, to the beſt of his Power and Ability, ſerve the ſaid *A. S.* as his Clerk, and all and every his lawful Commands obey and perform, as a good Clerk ought to do; **And alſo** that he the ſaid *E. W.* during all the Reſidue of his ſaid Term of five Years Clerkſhip, ſhall and will at his own Charge find and provide himſelf with Meat, Drink, Waſhing, Lodging, and all other Neceſſaries; and that he the ſaid *A. S.* ſhall and will at all Times be and is hereby abſolutely freed and diſcharged therefrom. **And theſe Preſents further witneſs**, That he the ſaid *A. S.* (in Purſuance of his ſaid recited Agreement, and in Conſideration of ſuch Service of him the ſaid *E. W.* as his Clerk as aforeſaid,) doth hereby for himſelf, his Executors and Adminiſtrators, covenant with the ſaid *E. W.* his Executors and Adminiſtrators, that, &c.

Articles of Clerkſhip between an Uncle and Nephew.

Articles, &c. **Between** *E. S.* of, &c. Gent. of the one Part, and *J. S.* of, &c. Gent. Nephew of the ſaid *E. S.* of the other Part.

Whereas the ſaid *E. S.* for and in Conſideration of the natural Love and Affection which he hath and beareth for the ſaid *J. S.* his ſaid Nephew, and for other Conſiderations him thereunto moving, he the ſaid *E. S.* hath taken the ſaid *J. S.* to be his Clerk, with him to dwell for the Space of five Years, to be accounted from the Day of the Date hereof, and it is covenanted and agreed between the ſaid Parties in Manner and Form following, (that is to ſay,) **Impriſis**, The ſaid *J. S.* doth covenant with the ſaid *E. S.* that he the ſaid *J. S.* ſhall and will faithfully ſerve, &c. (*as in others.*)

Another, whereby the Father puts his Son Clerk to a Solicitor in Chancery.

Articles, &c. **Between** *T. B.* of the Liberty of the *Rolls*, in the Pariſh of St. *Dunſtan* in the *Weſt*, in the County of *Middleſex*, Gent. of the one Part, and *T. W.* of, &c. Eſq; and *E. W.* (Son of the ſaid *T. W.*) of the other Part, as follows, *viz.*

Impriſis, The ſaid *T. B.* (for and in Conſideration of the Sum of 210 *l.* of, &c. to him the ſaid *T. B.* by the ſaid *T. W.* in Hand paid, at or before the Inſealing and Delivery of theſe Preſents, the Receipt whereof the ſaid *T. B.* doth hereby acknowledge) **Doth** (at the Inſtance of, and by and with the Conſent of the ſaid *T. W.* teſtified by his being a Party to and executing hereof,) agree to take and accept of him the ſaid *E. W.* to be his Clerk from the Day of the Date hereof, for and during, and unto the full End and Term of five Years next

enſuing, fully to be compleat and ended. **Item**, the ſaid *T. W.* doth for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *T. B.* his Executors and Adminiſtrators, that he the ſaid *E. W.* ſhall and will continue and abide with the ſaid *T. B.* as his Clerk, for and during the ſaid Term of five Years, (if they both ſo long live;) and that he the ſaid *E. W.* ſhall and will during that Time, or any further Time which he may continue with the ſaid *T. B.* render a juſt and true Account of, and pay and deliver to him the ſaid *T. B.* upon Demand, all Monies and other Things, wherewith he the ſaid *E. W.* ſhall be intruſted by the ſaid *T. B.* or which he ſhall receive, or may at any Time come to his Hands, as Clerk or Agent to him the ſaid *T. B.* or to his Uſe; and that the ſaid *E. W.* ſhall not nor will during his Clerkſhip neglect or abſent himſelf from or leave his ſaid Maſter's Buſineſs or Houſe, without his expreſs Conſent, but in every Reſpect, to the beſt of his Power and Ability, ſerve him the ſaid *T. B.* and all and every his lawful Commands obey and perform, and demean himſelf faithfully, ſoberly and dutifully, as a good and diligent Clerk ought to do, and ſhall not nor will imbezil, cancel, alter, obliterate or deface any Writings, Papers or Records of or belonging to the ſaid *T. B.* or any his Clients which ſhall come to his Hands, Cuſtody or Power, or diſcloſe or make known any his ſaid Maſter's Secrets, in Prejudice of him or his Clients. **Item**, In Conſideration of the Premiſſes, he the ſaid *T. B.* doth hereby covenant, promiſe and agree, to and with the ſaid *T. W.* his Executors and Adminiſtrators, to educate and inſtruct him the ſaid *E. W.* in the Myſtery of a Solicitor, in the High Court of Chancery, according to his beſt Skill and Ability, and as other Clerks who are placed with Solicitors of the ſaid Court, are uſually educated and inſtructed, and to find and provide him the ſaid *E. W.* ſufficient and neceſſary Meat, Drink and Lodging for and during the ſaid five Years, or ſo long thereof, as he the ſaid *E. W.* ſhall continue to ſerve the ſaid *T. B.* as aforeſaid, and alſo to pay him the ſaid *E. W.* 30*s.* a Term during that Time. **Item**, The ſaid *T. B.* for himſelf, his Heirs, Executors and Adminiſtrators, doth further covenant, promiſe and agree, to and with the ſaid *T. W.* his Executors and Adminiſtrators, in caſe he the ſaid *T. B.* ſhall happen to die within the firſt Year of the ſaid Term of five Years, (the ſaid *E. W.* him the ſaid *T. B.* ſurviving,) that then his Heirs, Executors or Adminiſtrators, ſhall and will refund and pay back unto the ſaid *T. W.* his Executors, Adminiſtrators or Aſſigns, the Sum of 150*l.* and in caſe the ſaid *T. B.* ſhall happen to die within the ſecond Year of the ſaid Term of five Years, (the ſaid *E. W.* him the ſaid *T. B.* ſurviving,) that then his Heirs, Executors or Adminiſtrators, ſhall and will refund and pay back unto the ſaid *T. W.* his Executors, Adminiſtrators or Aſſigns, the Sum of 100*l.* and in caſe the ſaid *T. B.* ſhall happen to die within the third Year of the ſaid Term of five Years, (the ſaid *E. W.* him the ſaid *T. B.* ſurviving,) that then his Heirs, Executors or Adminiſtrators, ſhall and will refund and pay back unto the ſaid *T. W.* his Executors, Adminiſtrators or Aſſigns, the Sum of 50*l.* but in caſe of the Death of the ſaid *E. W.* during the firſt three Years of the ſaid Term, (the ſaid *T. B.* him the ſaid *E. W.* ſurviving,) then no Money to be returned by the ſaid *T. B.* **And laſtly**, It is agreed by and between the ſaid *E. W.* and the ſaid *T. B.* that in caſe he the ſaid *T. B.* ſhall at any Time during the aforeſaid Term of five Years find it inconvenient to diet and lodge the ſaid *E. W.* in his own Houſe, that then and in ſuch Caſe, (notwithſtanding any Covenant herein contained to the contrary,) the ſaid *T. B.* ſhall or may be at Liberty to diet and lodge him the ſaid *E. W.* where he ſhall think moſt convenient, in which Caſe he the ſaid *T. W.* doth covenant, promiſe and agree, to and with the ſaid *T. B.* to allow and pay him the ſaid *T. B.* after the Rate of 10*l. per Ann.* towards the extraordinary Expence and Charge thereof. **In Witneſs**, &c.

Articles of Clerkſhip to one of the 60 *Clerks in Chancery.*

Articles, &c. **Between** *R. T.* of, *&c.* Gent. and *J. T.* one of the Sons of the ſaid *R. T.* of the one Part, and *W. N.* of the Six Clerks Office, Gent. of the other Part, as follows:

Imprimis, It is covenanted, *&c.* that in Conſideration, *&c.* he the ſaid *W. N.* is forthwith to take the ſaid *J. T.* into his Service as his Clerk, for and during the Term of five Years next, *&c.* if he the ſaid *W. N.* ſhall ſo long live: **Item**, That the ſaid *J. T. &c.* (*as to his Service and Fidelity as uſual*;) and that the ſaid *J. T.* ſhall not and will not during the ſaid Term, ſolicit, proſecute, defend, intermeddle with or manage any Cauſe or Cauſes in the Court of Chancery, or in any other Court, or in any other Manner or Way for the Advantage of himſelf or any other Perſon or Perſons whatſoever, except the Cauſes of the ſaid *W. N.*'s Clients, and for the ſaid *W. N.*'s Advantage and Benefit, without the Conſent of the ſaid *W. N.* firſt had and obtained. **Item**, The ſaid *W. N.* for the Conſiderations aforeſaid, doth for himſelf, *&c.* covenant, *&c.* to and with the ſaid *R. T.* his, *&c.* in Manner following,

The Clerk not to ſolicit for himſelf.

The Maſter's Duty.

That he the ſaid *W. N.* for and during the Term aforeſaid, ſhall and will, to the beſt of his Skill and Knowledge, teach and inſtruct the ſaid *J. T.* as his Clerk in the Practice and Proceedings of the Six Clerks Office in his Majeſty's High Court of Chancery, wherein the ſaid *W. N.* hath now a Seat, and practiſeth as a ſworn Clerk there; and that the ſaid *W. N.* ſhall forthwith enter him the ſaid *J. T.* as his Clerk in the ſaid Office, in ſuch Manner as the ſaid *J. T.* may be capable to be a ſworn Clerk, according to the Conſtitution of the ſaid Office; **And** that he the ſaid *W. N.* ſhall and will pay or allow, *&c.* (*Termages*) for and during the Term of three Years. **Item**, The ſaid *W. N.* doth covenant, *&c.* to and with the ſaid *R. T.* his, *&c.* that he the ſaid *J. T.* continuing to demean and behave himſelf well in all Things, and no ways neglecting his the ſaid *W. N.*'s Affairs or Employment, wherein he or any of his Clients may or ſhall be damnified during the Time he ſhall continue with the ſaid *W. N.* after the ſaid Term of three Years, until he be a ſworn Clerk, or otherwiſe diſpoſed of, or leave the Service of the ſaid *W. N.* ſhall and will allow him the ſaid *J. T.* ſuch Clerk's Fees as are uſually given or allowed to other Under-Clerks of the ſaid Office, for ſuch Buſineſs as he the ſaid *J. T.* ſhall do for him the ſaid *W. N.* in any Manner of Ways whatſoever. **Item**, &c. (*to refund*, &c.) **Laſtly**, It is hereby convenanted, *&c.* by, *&c.* that at the Expiration of the ſaid Term of three Years, and from thenceforth the ſaid termly Allowance of 40 *s.* a Term, by theſe Preſents covenanted to be paid and allowed to the ſaid *J. T.* is to ceaſe and determine. **In Witneſs**, &c.

Termages.

Clerk's Fees.

When Termage to ceaſe.

Agreement between a Maſter and a Journeyman or hired Servant.

Articles of Agreement indented, *&c.* **Between** *W. S.* of the one Part, and *W. M.* of the other Part, as followeth, (that is to ſay),

The ſaid *W. M.* for the Conſideration hereunder mentioned, doth covenant, promiſe and agree, to and with the ſaid *W. S.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, in Manner following, (that is to ſay,) That he the ſaid *W. M.* ſhall and will become Servant unto and diligently ſerve, abide and continue with the ſaid *W. S.* his Executors, Adminiſtrators and Aſſigns, from the Date of theſe Preſents, for and during and unto the full End and Term of —— Years now next enſuing, as his and their Covenant Servant, and diligently and faithfully, according to the beſt and utmoſt of his Power, Skill and Knowledge, exerciſe and employ himſelf in, and ſhall and will during the ſaid Term do and perform all ſuch Service and Buſineſs whatſoever, as well relating to the Trade aforeſaid which the ſaid *W. S.* now uſeth, as in and about any other Buſineſs, Matter and Thing whatſoever, as the ſaid *W. S.* ſhall from Time to Time order, direct and appoint, to and for the moſt Profit and Advantage of the ſaid *W. S.* that he can; **And** ſhall and will keep the Secrets of the ſaid *W. S* relating to the ſaid Trade and Buſineſs; and likewiſe be juſt, true and faithful to the ſaid *W. S.* in all Matters and Things, and no ways wrongfully detain, imbezil or purloin any Monies, Goods or Things whatſoever belonging to the ſaid *W. S.* and alſo ſhall and will keep juſt, true and faithful Accounts in the Books of the ſaid *W. S.* of all Goods bought and ſold, Monies received and paid, and of all other Things whatſoever relating to the Buſineſs of the ſaid *W. S.* as ſhall come to be committed to his Care, Management or Diſpoſal; and from Time to Time pay all Monies which he ſhall receive of or belonging to or by the Order of the ſaid *W. S.* into his Hands, and make and give up true and fair Accounts of all his Actings and Doings whatſoever in his ſaid Employment, without Fraud or Delay, when and as often as he ſhall be thereto required. **And in Conſideration** of the Premiſſes, and of the ſeveral Matters and Things by the ſaid *W. M.* to be performed as aforeſaid, the ſaid *W. S.* doth for himſelf, his Executors and Adminiſtrators, covenant and agree to and with the ſaid *W. M.* by theſe Preſents, that he the ſaie *W. S.* his Executors and Adminiſtrators, ſhall and will find and provide unto and for the ſaid *W. M.* in his Dwelling-houſe, Meat, Drink, Waſhing and Lodging; and alſo well and truly pay or cauſe to be paid unto the ſaid *W. M.* his Executors or Aſſigns, the Sum or Salary of —— *l. per Ann.* of lawful, *&c.* for the firſt —— Years, *&c.* by equal quarterly Payments; and ſhall and will allow the ſaid *W. M.* ſuch reaſonable Expences in and about the Buſineſs aforeſaid, as he the ſaid *W. S.* ſhall think fit: **And** the ſaid Parties do mutually covenant and agree to and with the other, *viz.* That if the ſaid *W. S.* ſhall not be willing to continue the ſaid *W. M.* in his Service after the Expiration of the ſaid —— Years, or if the ſaid *W. M.* ſhall not be willing to ſerve and continue with the ſaid *W. S.* after the Expiration of the ſaid —— Years, in either of the ſaid Caſes the ſaid Parties ſhall and will give —— Months Notice of ſuch their Minds and Intention before the Expiration of the ſaid Term. (*Penalties may be added.*) **In Witneſs**, &c.

Covenant to ſerve,

and keep Secrets, and be juſt, *&c.*

and keep Accounts, and render Account.

Covenant to find Meat, Drink, *&c.* and pay Wages.

Covenant for each to give Warning on parting.

The

The like to an Undertaker.

—— Do and perform, and employ himſelf in the Work and Service of fitting up of Coffins, and in and about all ſuch other Work, Service and Buſineſs relating to Funerals and dead Corps; and otherwiſe both in *L.* or elſewhere in *E.* as Occaſion requires, and as the ſaid *W. L.* ſhall require and appoint to be done, to the moſt Profit and Advantage of the ſaid *W. L.* that he can: **And further,** That the ſaid *T. S.* ſhall and will keep the Secrets of his ſaid Maſter; and ſhall and will be juſt, *&c.* (Vide *the laſt Precedent*) and will not abſent himſelf from his ſaid Service at any Time without Leave or Liberty in that Behalf: **And in Conſideration,** *&c.* (*the Maſter covenants to pay Wages*, &c.) **And** the ſaid *W. L.* doth alſo covenant and agree with the ſaid *T. S.* that he will give unto the ſaid *T. S.* a Coat, Waiſtcoat and Breeches, upon the Sealing hereof. (*Penalties may be added.*) **In Witneſs,** &c.

The like to a Glaſs-maker.

Articles of Agreement indented, &c. **Between** *W. B.* of —— of the one Part, and *J. S.* of —— of the other Part, in Manner following, (that is to ſay,)

FIRST of all, the ſaid *J. S.* doth hereby covenant, promiſe and agree, to and with the ſaid *W. B.* his Executors, Adminiſtrators and Aſſigns, and every of them by theſe Preſents, in Manner following, (that is to ſay), That he the ſaid *J. S.* for and in Conſideration of the Payments and Allowances herein after mentioned and expreſſed on the Part and Behalf of the ſaid *W. B.* his Executors, Adminiſtrators and Aſſigns, to be paid and allowed, ſhall and will truly and faithfully ſerve and work for him the ſaid *W. B.* his Executors, Adminiſtrators and Aſſigns, and do and perform the Art, Buſineſs and Occupation of making Plate Glaſs, *Normandy* or Crown Glaſs, Flint Glaſs, ordinary Glaſs Vials, and all other Sorts of Glaſs Wares wherein he is ſkilled, or which he is capable of making, or any of them, as he ſhall be from Time to Time required, ordered or directed by the ſaid *W. B.* his Executors or Adminiſtrators, or his or their Clerks or Servants in that Behalf, (Bottle Glaſs excepted) for and during the Term and Space of ſeven Years, to commence and be reckoned from the Day of the Date of theſe Preſents, and from thenceforth fully to be compleat and ended. **Alſo** that the ſaid *J. S.* ſhall and will be ready at all Times during the ſaid Term, at the Requeſt or Demand of the ſaid *W. B.* his Executors, Adminiſtrators and Aſſigns, or any of his or their Clerks or Servants for the Time being, to work for him and them in the making of any of the ſeveral Sorts of Glaſſes aforeſaid, at the Glaſs-Works or Glaſs-Houſe at or near, *&c.* or any other Glaſs-Works within ten Miles of *L.* where he, they, or any of them, ſhall order and appoint him to work as aforeſaid, and that according to the beſt of his Skill and Judgment, and as may be moſt for the Profit and Advantage of the ſaid *W. B.* his Executors, Adminiſtrators and Aſſigns. **Alſo** that he the ſaid *J. S.* ſhall not nor will, at any Time during the ſaid Term, wilfully neglect or depart from the ſaid Work, Service and Employment of the ſaid *W. B.* his Executors, Adminiſtrators and Aſſigns; nor work to or for any other Perſon or Perſons whatſoever, in the Art or Occupation aforeſaid, without the Leave and Licence of him the ſaid *B. W.* his Executors, Adminiſtrators and Aſſigns, or ſome of them, firſt had and obtained in Writing under his, their, or ſome or one of their Hands and Seals in that Behalf. **Alſo** that he the ſaid *J. S.* ſhall not, nor will, at any Time during the ſaid Term, do or cauſe, or willingly ſuffer to be done, any Act, Matter or Thing whatſoever, to the Hindrance or Prejudice of him the ſaid *W. B.* his Executors, Adminiſtrators, Partners or Aſſigns, or any of them, in his or their Glaſs-Works or Concernments aforeſaid, or otherwiſe howſoever. **Alſo** the ſaid *W. B.* for himſelf, his Executors, Adminiſtrators and Aſſigns, and every of them, doth covenant, promiſe and agree, to and with the ſaid *J. S.* his Executors, Adminiſtrators and Aſſigns, in Manner following, (that is to ſay), That he the ſaid *W. B.* his Executors, Adminiſtrators and Aſſigns, for and in Conſideration of the Works and Service aforeſaid, to be well, truly and faithfully done and performed by him the ſaid *J. S.* ſhall and will pay, allow and ſatisfy unto him the ſaid *J. S.* during the ſaid Term of ſeven Years —— *per* Week, for —— Weeks in each Year; the firſt weekly Payment to begin on the, *&c.* next enſuing the Date of theſe Preſents; and of the remaining —— Weeks of each Year during the ſaid Term of ſeven Years, —— Weeks thereof he ſhall be allowed and paid 10 *s. per* Week for Play Wages, provided he is not employed, and the other ſix Weeks in the Year by Agreement are to be allowed for repairing of Furnaces, and no Payment or Allowance is to be made to the ſaid *J. S.* for the laſt ſix Weeks.

Covenant to pay the Journeyman.

And

And laſtly, for the true and faithful obſerving and performing of all and ſingular the Articles, Covenants, Payments and Agreements herein before mentioned and expreſſed to be, by the ſaid *W. B.* his Executors and Adminiſtrators and the ſaid *J. S.* obſerved, paid and performed as aforeſaid, according to the true Intent and Meaning of theſe Preſents, each of them the ſaid *W. B* and *J. S.* bindeth himſelf, his Executors, Adminiſtrators and Aſſigns, unto the other of them, his Executors, Adminiſtrators and Aſſigns reſpectively, in the Sum or Penalty of 500 *l.* of lawful, *&c.* firmly by theſe Preſents. In Witneſs, &c.

Another to a Mill-wright.

Articles, &c.

FIRST, The ſaid *B.* (in Conſideration of the monthly Sum of —— and other the Conſiderations herein after mentioned to be paid and allowed to him by the ſaid *A.* in ſuch Manner as herein after is in that Behalf mentioned and expreſſed) doth hereby covenant and agree to and with the ſaid *A.* in Manner as follows, (to wit,) That he the ſaid *B.* from the Day of the Date hereof, for and during the full Term of —— Years, if they the ſaid *A.* and *B.* ſhall both ſo long live, ſhall and will (at the now Dwelling-houſe of him the ſaid *A.* ſituate, *&c.* or at ſuch other Place or Places, if by him the ſaid *A.* from Time to Time ſo required, ordered and directed) work as a Servant or Journeyman, and well and truly and faithfully ſerve him the ſaid *A.* in the Buſineſs of a Mill-wright, Carpenter, Joiner, Turner, and in all ſuch other Arts, Myſteries and Work, as he the ſaid *B.* now is or ſhall be any ways capable of doing or performing, during the Term aforeſaid, and that according to the beſt of his the ſaid *B.*'s Ability, Knowledge and Judgment therein; and that he the ſaid *B.* during the Continuance of the ſaid Term, ſhall yearly work and perform the Trade or Buſineſs aforeſaid for him the ſaid *A.* in Manner as follows, *viz.* From the 25th of *March* to the 29th Day of *September*, from the Hours of ſix in the Morning to ſix in the Evening, and from the 29th of *September* to the 25th of *March* from Day-light to Day-light, and that daily, (Sickneſs, *Sundays*, grand Feſtival Days, and uſual Hours of Breakfaſt and Dinner, only allowed and excepted): And further, that he the ſaid *B.* during the Term aforeſaid, ſhall not at any Time abſent himſelf from ſuch Service of the ſaid *A.* nor work, do or perform any Sort of the Trade or Buſineſs aforeſaid, for the Uſe or Benefit of any other Perſon or Perſons whomſoever, without the Conſent of him the ſaid *A.* firſt had in Writing for that Purpoſe.

Another to a Stove-maker.

Articles of Agreement indented, *&c.* Between *W. G.* of, *&c.* Stove-maker, of the one Part, and *J. K.* the preſent Servant of the ſaid *W. G.* of the other Part.

FIRST, The ſaid *J. K.* (in Conſideration of the Sum of 13 *l.* Wages, and of his Diet and other Proviſion herein after agreed to be paid and allowed him in ſuch Manner as herein after is mentioned) doth hereby covenant and agree to and with the ſaid *W. G.* in Manner following, (to wit), That he the ſaid *J. K.* ſhall and will well, truly and honeſtly, and according to the beſt of his Knowledge and Ability, ſerve the ſaid *W. G.* at his now Dwelling-houſe, as his Servant or Journeyman in the Trade of a Stove-Grate Maker, for and during the full Term of one whole Year, to commence from *Midſummer-Day* now laſt paſt; and that he the ſaid *J. K.* ſhall not at any Time during the ſaid Term abſent himſelf from the Service of the ſaid *W. G.* without his Conſent firſt had for that Purpoſe; and that he the ſaid *J. K.* during all the ſaid Term ſhall and will weekly earn the Sum of 15 *s.* in the making of Stove-Grates in a compleat and workman-like Manner, for the Uſe and Benefit of the ſaid *W. G.* if he the ſaid *W. G.* ſhall find him Employment therein. And in caſe any Sickneſs ſhall happen to the ſaid *J. K.* or that he ſhall make any Neglect during the ſaid Term in earning the ſaid weekly Sum of 15 *s.* in making ſuch Grates for the Uſe of the ſaid *W. G.* in Manner as aforeſaid, that then and in either of the ſaid Caſes it ſhall and may be lawful to and for the ſaid *W. G.* to deduct the ſame out of the ſaid Sum of 13 *l.* Wages, agreed to be paid to the ſaid *J. K.* as aforeſaid, in ſuch Manner as herein after is mentioned. And the ſaid *W. G.* (in Conſideration of ſuch Service ſo to be done and performed by the ſaid *J. K.* in Manner as aforeſaid) doth hereby covenant and agree to and with the ſaid *J. K.* in Manner as follows, *viz.* That he the ſaid *W. G.* during all the ſaid Term of one Year, or ſo much thereof as he the ſaid *J. K.* ſhall ſerve him in Manner as aforeſaid, will find and provide the ſaid *J. K.* with Meat, Drink, Waſhing and Lodging, (ſave and except ſmall Beer); and

that in lieu of ſuch ſmall Beer, he the ſaid *W. G.* ſhall and will allow and pay him the ſaid *J. K.* three Half-pence every Day; And that he the ſaid *W. G.* at the End of every Quarter of a Year during the ſaid Term, ſhall and will well and truly pay unto the ſaid *J. K.* the fourth Part of the ſaid Sum of 13 *l.* for his Wages for ſuch Services; ſubject nevertheleſs to his the ſaid *W. G.*'s allowing and deducting thereout ſo much of the ſaid weekly Sum of 15 *s.* as ſhall not have been at any Time during the ſaid Term by him the ſaid *J. K.* earned in making ſuch Grates for the Uſe of the ſaid *W. G.* as aforeſaid, in caſe of any Sickneſs happening to, or Neglect made by him the ſaid *J. K.* during the ſaid Term, in Manner aforeſaid. And laſtly, for the true Performance of the ſeveral and reſpective Covenants and Agreements herein before contained on the Parts of each of them the ſaid *W. G.* and *J. K.* to be worked, paid, done and performed in Manner as aforeſaid, they the ſaid *W. G.* and *J. K.* do hereby bind themſelves unto each other, and to the reſpective Executors, Adminiſtrators and Aſſigns of each other, in the penal Sum of 20 *l.* of lawful Money of *Great Britain*, firmly by theſe Preſents. **In Witneſs**, &c.

Agreement to go abroad, and there exerciſe a Trade, in Conſideration of Wages, &c.

Agreed the, &c. **Between** *W. V.* of, &c. of the one Part, and *T. S.* of, &c. of the other Part, as followeth, *viz.*

Covenant to go abroad, and there exerciſe a Trade.

The ſaid *W. V.* doth covenant and agree to and with the ſaid *T. S.* his Executors, Adminiſtrators and Aſſigns, that he the ſaid *W. V.* upon the firſt Notice to him given by the ſaid *T. S.* after the Date hereof, will go on board ſuch Ship as the ſaid *T. S.* ſhall order, and ſail in and with the ſame to *A.* in *R.* and upon his Arrival there will enter into, and for the Space of two Years to be accounted from his Arrival at *A.* continue in the Service of the ſaid *T. S.* or any other Perſon or Perſons, either at *A.* or elſewhere in the Dominions of the Emperor of *R.* as he or his Correſpondents there ſhall appoint; and will perform the Art and Buſineſs of gathering and blowing of Flint-Glaſs, and all other Works belonging to the Servitor in the making of Glaſs: **And** the ſaid *T. S.* for himſelf, his Executors and Adminiſtrators, doth hereby covenant and agree with the ſaid *W. V.* that if he the ſaid *W. V.* ſhall go on board and ſail in and with ſuch Ship or Veſſel the ſaid *T. S.* ſhall order and direct him for *A.* aforeſaid, and upon his Arrival there ſhall enter into and continue in the Service of the ſaid *T. S.* or any other Perſon or Perſons at *A.* or elſewhere in the Dominions of the Emperor of *R.* and there perform the Art and Buſineſs before mentioned for the Time aforeſaid, he the ſaid *T. S.* his Executors, Adminiſtrators or Aſſigns will pay, or cauſe to be paid unto the ſaid *W. V.* during the ſaid two Years, to be accounted as aforeſaid, but not longer; or for ſo long Time thereof as he ſhall continue in the ſaid Service, the Sum of —— *per* Month; the firſt Payment thereof to be made at the End of one Month from his Arrival at *A.* to be accounted as aforeſaid; and will pay the Charge of his Paſſage to *A.* And each of them the ſaid Parties do hereby agree within ——— Months after the Date hereof, to ſeal and execute Articles of Agreement to the Effect aforeſaid. **In Witneſs**, &c.

Covenant to pay Wages and Paſſage.

A general Indenture of Apprenticeſhip, ſuitable to any Trade.

Apprentice bound to any Trade.

This Indenture, made the —— Day of —— in the Year of, &c. (*a*) **Witneſſeth**, that *W. S.* Son of *H. S.* of —— in the County of ——— **Hath** of his own free Will and Accord (*and you may ſay*, and by and with the Conſent of his Father, (*or other next of Kin*) teſtified by his Sealing and Delivering of theſe Preſents) placed and bound himſelf Apprentice to *R. J.* of the Pariſh of ——— in the County of —— (*name his Trade*) **To** be taught in the ſaid Trade, Science or Occupation of a —— which the ſaid *R. J.* now uſes, **And** to live with, continue and ſerve him as an Apprentice from the Day of the Date hereof (*or* from the ——— Day of —— next coming) unto the full End and Term of ſeven Years from thence next enſuing and fully to be compleat and ended; **During** all which ſaid Term of ſeven Years, the ſaid *W. S.* doth covenant and promiſe to and with the ſaid *R. J.* his Executors, Adminiſtrators and Aſſigns, that he the ſaid *W. S.* ſhall and will well and

The Term of Years. Behaviour of the Apprentice.

(*a*) Note; *An Indenture of Apprenticeſhip uſually begins as above, but may as properly begin thus:* **This Indenture**, made, &c. **Between** *H. S.* (*the Father*) of, &c. and *W. S.* one of the Sons of the ſaid *H. S.* of the one Part, and *R. J.* (*the Maſter*) of the other Part **Witneſſeth**, That the ſaid *W. S.* by and with his own Conſent, free Will and good Liking, and by and with the ſaid *H. S.*'s Conſent and good Liking, teſtified by his being a Party to, and ſealing and delivering of theſe Preſents, **Hath** put, &c.

faithfully ſerve, demean himſelf, and be juſt and true to him the ſaid *R. J.* his Executors, Adminiſtrators and Aſſigns, as his Maſter, (*a*) and keep his Secrets, and every where willingly obey all his lawful Commands; he ſhall do no Hurt or Damage to his ſaid Maſter in his Goods, Eſtate or otherwiſe, (*b*) nor willingly ſuffer any to be done by others, and whether prevented or not ſhall forthwith give Notice thereof to his ſaid Maſter; he ſhall not (inordinately) imbezil or waſte the Goods of his ſaid Maſter, nor lend them without his Conſent to any Perſon or Perſons whatſoever; he ſhall not traffick, or buy or ſell with his own Goods or others during the ſaid Term, without his Maſter's Leave; he ſhall not play at Cards, Dice, or any other unlawful Games, (*ſometimes it is ſaid here*, Whereby his ſaid Maſter may ſuſtain any Loſs or Damage, without his Conſent;) he ſhall not haunt or frequent Playhouſes, Taverns or Alehouſes, except it be about his Maſter's Buſineſs there to be done; he ſhall not commit Fornication; he ſhall not contract Matrimony; he ſhall not at any Time, Day or Night, depart or abſent himſelf from the Service of his ſaid Maſter without his Leave, **But** in all Things, as a good and faithful Apprentice, ſhall and will demean and behave himſelf to his ſaid Maſter, and all his, during the ſaid Term. **And** for and in Conſideration of the Sum of —— of, *&c.* to him in Hand, *&c.* at, *&c.* the ſaid *R. J.* the Receipt, *&c.* for himſelf, his, *&c.* doth covenant, promiſe and agree, to teach and inſtruct his ſaid Apprentice, or otherwiſe cauſe him to be well and ſufficiently taught and inſtructed in the ſaid Trade of a —— after the beſt Way and Manner that he can; **And** ſhall and will alſo find and allow unto his ſaid Apprentice Meat, Drink, Waſhing, Lodging and Apparel, both Linen and Woollen, and all other Neceſſaries in Sickneſs and in Health, meet and convenient for ſuch an Apprentice during the Term aforeſaid; **And** at the Expiration of the ſaid Term ſhall and will give to his ſaid Apprentice (over and above his then Clothing) one new Suit of Apparel, *viz.* Coat, Waiſtcoat and Breeches, Hat, Shoes and Stockings, with fit and ſuitable Linen for ſuch an Apprentice. **In Witneſs**, &c.

Maſter's Duty, *viz.* to teach his Trade,

to find Victuals, Drink and Clothes.

What ſhall be given to the Apprentice at the End of the Term.

Or there may be theſe Variations.

AND alſo at the End of the ſaid Term ſhall give and allow unto his ſaid Apprentice double Apparel to and for his Body meet and convenient, *viz.* Apparel for Holy-days, and Apparel for Working-days.

—— Finding unto his ſaid Apprentice Meat, *&c.* and all Things neceſſary or belonging to an Apprentice of ſuch Craft, (*Trade*) to be found after the Manner and Cuſtom of the City of *London*.

An Indenture of an Apprentice put out by a Pariſh.

THIS Indenture, made the, *&c.* **Between** *R. C.* and *C. R.* Church-wardens of the Pariſh of *B.* in the County of *S.* and *J. F.* and *F. J.* Overſeers of the Poor of the ſame Pariſh of *B.* of the one Part, and *R. R.* of, *&c.* of the other Part, **witneſſeth**, That the ſaid Church-wardens and Overſeers, by the Aſſent of his Majeſty's Juſtices of the Peace of ſaid County, whoſe Hands and Seals are hereunto put, according to the Statute for the Relief of the Poor in that Caſe made and provided, (*or ſay*, According to the Form of the Statute made in the 43d Year of the Reign of the late Queen *Elizabeth*, intituled, *An Act for the Relief of the Poor*) **have** put out and bound *L. A.* a poor Child of the ſaid Pariſh of *B.* now of the Age of —— Years, Apprentice to the ſaid *R. R.* until the ſaid *L. A.* ſhall come to the Age of 24 Years; **During** all which ſaid Term the ſaid Apprentice ſhall and will well and faithfully ſerve, *&c.* (*as before in the common Form.*) **And alſo during** all the ſaid Term the ſaid Maſter for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant and grant to keep the ſaid Apprentice in good and decent Order, with neceſſary and competent Meat, Drink, Waſhing, Lodging and Apparel, and in honeſt and convenient * Labour ſhall uſe and employ him, or cauſe him to be uſed and employed, during the ſaid Term; **And** at the End of the ſaid Term ſhall give his ſaid Apprentice double Apparel. **In Witneſs**, &c.

Parties.

Juſtices Aſſent.

Apprentice's Behaviour.

Maſter's Duty.

(*a*) *Here ſometimes it may be requiſite to ſay*, As well in *England* as in Parts beyond the Sea.

(*b*) *In ſome old Indentures theſe Words are inſerted*, To the Value of 12 *d.* by the Year, or above.

* This is where the Apprentice is put to a Huſbandman, or a Perſon of no Trade; but if he is put out to learn a Trade, ſay as in the foregoing Indenture, as to the Maſter's Duty.

Or the Form may be varied thus:

——— Faithfully ſhall ſerve in all lawful Buſineſs, according to his (*or* her) Power and Ability, and honeſtly, orderly and obediently in all Things demean and behave him (*or* her) ſelf towards his (*or* her) ſaid Maſter, &c. And the ſaid (*Maſter*) doth covenant, &c. to and with the ſaid Church-wardens and Overſeers, and their Succeſſors for the Time being, and every of them, by, &c. that he the ſaid (*Maſter*) ſhall and will teach, &c. and ſhall, &c. find, &c.

Indemnity of the Pariſh.

And alſo ſhall and will ſo provide for the ſaid Apprentice, that he (ſhe) may not be any ways a Charge or chargeable to the ſaid Pariſh, or Pariſhioners of the ſame; but of and from all Charges concerning him (her) ſhall and will ſave the ſaid Pariſh and Pariſhioners harmleſs and indemnified during the ſaid Term.

And this may be added.

AND further ſhall and will, at his and their own Charge, at the End of the ſaid Term of —— Years, make, or cauſe the ſaid Apprentice to be made free of the City of *L.* and Company of, &c.

An Indenture whereby an Apprentice is put out, by his Guardian's Conſent, to an Apothecary and Surgeon, wherein are contained ſeveral ſpecial Agreements, as to finding Phyſick, Cloaths, &c. *paying Phyſicians and Nurſes, attending Hoſpitals, making good Imbezilments, and a Proviſion in caſe of the Maſter's Death.*

Articles of Agreement Tripartite indented, &c. **Between** *W. T.* of, &c. Surgeon and Apothecary, of the firſt Part, *J. L.* (Son of *R. L.* (late of *S.* Clerk, deceaſed) of the ſecond Part, and *J. R.* of, &c. Gent. (Guardian of the ſaid *J. L.*) of the third Part, in Manner as follows, (that is to ſay,)

Apprectice put out.

FIRST, the ſaid *J. L.* (by and with the Conſent of the ſaid *J. R.*) **Doth** hereby put and bind himſelf to the ſaid *W. T.* as an Apprentice, him to ſerve in his Art, Myſtery or Buſineſs of a Surgeon and Apothecary, from the Day of the Date hereof, for and during and until the full End and Term of ſeven Years from thence next enſuing; **And** that he the ſaid *J. L.* during all the ſaid Term, his Maſter the ſaid *W. T.* ſhall truly ſerve in the Art aforeſaid, his Secrets keep, and ſhall do no Damage to his ſaid Maſter, nor knowingly ſuffer the ſame to be done by any other Perſon or Perſons whatſoever, without giving Notice thereof to his ſaid Maſter, nor ſhall lend, or any ways imbezil any of his ſaid Maſter's Monies or Goods, either by himſelf, or to any other Perſon or Perſons whomſoever, without the Conſent of his ſaid Maſter; And that he the ſaid *J. L.* during all the ſaid Term of ſeven Years, ſhall and will diligently and honeſtly ſerve his ſaid Maſter, and ſhall not at any Time during the ſaid Term, (without his ſaid Maſter's Conſent) abſent himſelf either by Day or by Night from the Service of his ſaid Maſter, but during all the ſaid Term his ſaid Maſter's lawful Commands, to the utmoſt of his Power, ſhall willingly do, obey and perform; and that in all Reſpects as an honeſt

His Behaviour.

Maſter's Duty

and faithful Apprentice ought to do and perform. **And** the ſaid *W. T.* (in Conſideration of ſuch Apprenticeſhip, and alſo of the Sum of, &c. to him in Hand, &c. by the ſaid *J. R.* at &c. the Receipt, &c.) **Doth** hereby for himſelf, his Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *J. L.* and *J. R.* their Executors, Adminiſtrators and

in teaching the Buſineſs,

Aſſigns, by theſe Preſents, in Manner as follows, (that is to ſay,) That the ſaid *W. T.* according to the beſt of his Power, Skill and Knowledge ſhall and will, during the ſaid Term, teach and inſtruct, or cauſe to be taught and inſtructed, the ſaid *J. L.* in the Art, Myſtery, Trade, and Buſineſs of a Surgeon and an Apothecary, and in all Things whatſoever incident and belonging thereunto, in ſuch Manner as he the ſaid *W. T.* now, or at any Time hereafter during

finding Meat, &c. and Phyſick; the Charges of Phyſicians and Nurſes, &c. excepted.

the ſaid Term of ſeven Years, ſhall uſe, practiſe, teach or deal in the ſame: **And alſo,** That he the ſaid *W. T.* during all the ſaid Term, ſhall and will find, provide and allow to him the ſaid *J. L.* good and ſufficient Meat, Drink, Waſhing and Lodging fit for an Apprentice; **And alſo,** in caſe of Sickneſs, proper Phyſick for him the ſaid *J. L.* and all other proper Neceſſaries during ſuch Sickneſs, (**The** Charges as to Phyſicians and Nurſing during ſuch Sickneſs, and all Manner of Cloathing and Apparel, and all Sorts of Mending thereof during the ſaid Term of ſeven Years, only and always excepted, the ſame being agreed to be found, paid for and provided by the ſaid *J. L.* and *J. R.* or one of them, during the ſaid Term, in ſuch Manner

ner as herein after is for that Purpoſe mentioned; **And further**, That he the ſaid *W. T.* ſhall and will permit and allow him the ſaid *J. L.* during the laſt Year of his ſaid Apprenticeſhip, to have free Liberty four Days in every Week thereof, and at the uſual Hours for that Purpoſe, to reſort to and go to St. *Thomas*'s Hoſpital, or any other Hoſpital, for the further and better inſtructing and improving himſelf in the ſaid Art, Myſtery and Buſineſs of a Surgeon; **Provided** and ſo as the ſaid *W. T.* ſhall be at no Manner of Charges or Expence for his the ſaid *J. L*'s ſo doing; **And** the ſaid *J. R.* Guardian of the ſaid *J. L.* **Doth** hereby for himſelf, his Executors and Adminiſtrators, covenant to and with the ſaid *W. T.* his Executors, Adminiſtrators and Aſſigns, in Manner as follows, (*viz.*) **That** he the ſaid *J. L.* ſhall and will honeſtly and faithfully ſerve his Apprenticeſhip of ſeven Years, in Manner as aforeſaid, unto the ſaid *W. T.* in caſe they the ſaid *W. T.* and *J. L.* ſhall both ſo long live; **And that** he the ſaid *J. R.* his Executors or Adminiſtrators, during all the ſaid Term, ſhall and will, at his and their own Charge, find and provide him the ſaid *J. L.* with all Manner of Cloathing and Apparel of what Nature ſoever, **and alſo** with mending the ſame, **and likewiſe** in caſe of any Sickneſs of him the ſaid *J. L.* during the Time aforeſaid, that then he the ſaid *J. R.* his Executors or Adminiſtrators, ſhall pay and diſcharge all Doctors Fees, and alſo all Nurſes Wages, to be occaſioned by ſuch Sickneſs; **And further**, that in caſe he the ſaid *J. L.* ſhall at any Time, during his ſaid Apprenticeſhip, wilfully imbezil any of the Monies or Goods of him the ſaid *W. T.* that then and in ſuch Caſe he the ſaid *J. R.* his Executors or Adminiſtrators, (upon due and good Proof made thereof) and within one Month after the ſame ſo done, ſhall and will pay, ſatisfy and make good unto him the ſaid *W. T.* his Executors and Aſſigns, all ſuch Monies and Goods as ſhall be by him the ſaid *J. L.* ſo imbezilled as aforeſaid; **And it is hereby mutually agreed and declared** by and between the Parties to theſe Preſents, That in caſe the ſaid *W. T.* ſhall happen to die before the End of the Apprenticeſhip of the ſaid *J. L.* that then and in ſuch Caſe, the Executors or Adminiſtrators of him the ſaid *W. T.* within —— next after his Death ſhall and will find and provide another new proper Maſter (being a Surgeon and Apothecary), and ſhall at their Charge turn over the ſaid *J. L.* to ſuch new Maſter, for the Reſidue of his Term of Apprenticeſhip; and in Default of his, her or their ſo doing, that then the Executors or Adminiſtrators of the ſaid *W. T.* ſhall and will repay unto the ſaid *J. R.* his Executors or Adminiſtrators, the Sum of ——, Part of the ſaid Sum of —— *l.* ſo by him paid as aforeſaid, within the Space of —— next after the Death of the ſaid *W. T.* **And laſtly**, for the true Performance of the ſeveral Covenants and Agreements herein before mentioned and contained, on the reſpective Parts of each of them the ſaid *J. L. W. T.* and *J. R.* to be ſerved, taught, paid, done and performed, in Manner as above mentioned, they the ſaid *W. T. J. L.* and *J. R.* do hereby bind themſelves unto each other, and to the Executors, Adminiſtrators and Aſſigns of each other, in the penal Sum of 50 *l.* of, *&c.* firmly by theſe Preſents. **In Witneſs** whereof, all the ſaid Parties have, *&c.*

Liberty for the Apprentice to attend an Hoſpital, but not at his Maſter's Expence.

The Guardian's Covenant for the faithful Service, finding Clothes, *&c.*

paying Phyſicians and Nurſes.

Making good Imbezilments.

Agreement, that if the Maſter dies, his Executors or Adminiſtrators to find another Maſter, or return Part of the Conſideration Money.

Penalty.

Another, whereby a Father puts his Son to a Painter, the Father to find the Son every Thing; the Maſter only to teach the Son his Trade, and permit him to go to the Academy.

THIS Indenture, made, *&c.* **Between** *A.* of, *&c.* and *B.* his Son, of the one Part, and *C.* of, *&c.* of the other Part, **witneſſeth**, that the ſaid *B.* with the Conſent and Agreement of his Father the ſaid *A.* teſtified by, *&c.* doth bind himſelf Apprentice unto the ſaid *C.* after the Manner of an Apprentice to ſerve him the ſaid *C.* for the Term of —— Years, from, *&c.* to be accounted and fully compleat and ended; **During** which Term the ſaid Apprentice or Servant ſhall and will conſtantly at all Times attend the Service, and employ himſelf in the Buſineſs of his ſaid Maſter from the Hour of ſeven o'Clock in the Morning until the Hour of Eight at Night, from *Lady-Day* to *Michaelmas*, and from the Hour of Eight of the Clock in the Morning until the Hour of Seven of the Clock at Night, from *Michaelmas* to *Lady-Day*, in every Year; *And* ſhall and will during the ſaid Time faithfully ſerve, *&c.* (*as uſual.*) **And** the ſaid *A.* for himſelf, his Executors and Adminiſtrators, doth covenant, promiſe and agree to and with the ſaid *C.* his Executors and Adminiſtrators, as followeth, (that is to ſay), That he the ſaid *A.* his Executors and Adminiſtrators, ſhall and will find, provide and allow unto and for the ſaid *B.* his Son, Meat, Drink, Waſhing and Lodging, and wearing Apparel both Linen and Woollen, during the ſaid Term of his Apprenticeſhip, and thereof and therefrom, and from all Actions, Suits, Coſts, Charges and Damages, for or by Reaſon thereof, ſhall and will well and ſufficiently keep harmleſs and indemnified the ſaid *C.* his Executors and Adminiſtrators; any Law, Cuſtom or Uſage to the contrary notwithſtanding. **And** the ſaid *C.* in Conſideration of the ſaid Service to be performed as aforeſaid, and of —— *l. &c.* to him in Hand, *&c.* by the ſaid *A.* the Receipt of, *&c.* and of —— *l.*

At what Hour to work and to leave off.

Covenant that the Father ſhall find his Son Meat, Drink, Waſhing, Lodging and wearing Apparel, and indemnify the Maſter therefrom.

more, ſecured to be paid him by the ſaid *A.* by Obligation under his Hand and Seal, bearing Date, *&c.* doth hereby for himſelf, his Executors and Adminiſtrators, covenant and agree to and with the ſaid *A.* his Executors and Adminiſtrators, that he the ſaid *C.* ſhall and will teach and inſtruct, or cauſe the ſaid *B.* to be, *&c.* in the Art of Drawing, Deſigning and Painting, which he now uſeth, by the beſt Means that he can; **And** ſhall and will, for the better improving the ſaid Apprentice, at the Expiration of the firſt —— Years of his Apprenticeſhip, permit and ſuffer him at proper and convenient Times to go to the Academy, the ſaid *A.* paying for his teaching and inſtructing there; and for the true Performance, *&c.* **In Witneſs**, &c.

The Maſter to permit him to go to the Academy, at the Father's Charge.

Agreement to teach a Girl the Trade of a Millener or Seamſtreſs within —— Months, in Conſideration whereof a Friend of the Girl is to pay ſeveral Sums at ſeveral Times; the Girl to have the Benefit of her Work; wherein is alſo Agreements in Caſe of Sickneſs, Death, and ſerving as Journey-woman.

Agreed, &c. **Between** *M. W.* of, *&c.* Millener or Seamſtreſs, of the one Part, and *J. B. &c.* for and on the Behalf of *E. W.* Daughter of *A. W.* deceaſed, and the ſaid *E. W.* of the other Part, as followeth, (that is to ſay);

Covenant to teach the Girl within —— Months,

THE ſaid *M. W.* as well in Conſideration of the Sum of —— *l.* to be paid as hereunder is mentioned, as for the other Conſiderations hereunder mentioned, doth hereby covenant and agree to and with the ſaid *J. B.* his Executors, Adminiſtrators and Aſſigns, That ſhe the ſaid *M. W.* ſhall and will, within the Time and Space of —— Months from the Date hereof to be accounted, if ſhe the ſaid *M. W.* ſhall ſo long live, teach and inſtruct, or cauſe the ſaid *E. W.* to be taught and inſtructed, by the beſt Means ſhe can, in her Trade of making all Sorts of plain Works, Hoods, Scarfs, Gowns and Petticoats, and all other Things belonging to the Trade which ſhe now uſeth; and will alſo find and provide unto and for the ſaid *E. W.* all her Diet, Waſhing and Lodging, during the ſaid —— Months. **In Conſideration** whereof, the ſaid *J. B.* doth agree to pay the ſaid *M. W.* the Sum of —— *l.* at ſealing hereof, and the further Sum of ——— *l.* as followeth, *viz.* —— *l.* thereof on —— now next, —— *l.* more on —— then next following, and the remaining —— *l.* on —— then next following: **And** the ſaid *J. B.* doth likewiſe covenant and agree to and with the ſaid *M. W.* That ſhe the ſaid *E. W.* ſhall dwell with and ſerve the ſaid *M. W.* in her ſaid Trade during the ſaid ——— Months; which the ſaid *E. W.* doth hereby conſent and agree to do accordingly, (teſtified by her being a Party to, and ſigning and ſealing hereof;) and that ſhe the ſaid *M. W.* ſhall have the Benefit of her ſaid Work during the ſaid Time. **And it is hereby further declared** and agreed between the ſaid *J. B.* and *M. W.* for themſelves, their Executors and Adminiſtrators, that in caſe the ſaid *E. W.* ſhall happen to fall ſick at any Time during the ſaid ——— Months, yet the ſaid *M. W.* is to be at no Charge of Phyſick, Medicines, or other extraordinary Charge whatſoever; and if the ſaid *E. W.* dies within the ſaid Time, the ſaid *M. W.* is not to bear her Charge of the Funeral, or any Part thereof; and in ſuch Caſe of her Death within the ſaid Time, and the ſaid Sum of ——— *l.* or any Part thereof, ſhall remain unpaid, yet the ſame is nevertheleſs to be paid to the ſaid *M. W.* her Executors or Aſſigns, in Manner as aforeſaid; but if the ſaid *M. W.* ſhall die at any Time before the ſaid —— *l.* ſhall become payable as aforeſaid, in ſuch Caſe a proportionable Part of the Monies which would be payable the following Quarter-Day, ſhall be paid to her Executors or Adminiſtrators; any Thing aforeſaid, *&c.* **And laſtly**, it is agreed between the ſaid Parties, and the ſaid *M. W.* doth hereby covenant and agree to and with the ſaid *J. B.* That if the ſaid *E. W.* ſhall be in Health at the Expiration of the ſaid —— Months, ſhe the ſaid *M. W.* will employ the ſaid *E. W.* in her ſaid Trade as a Journey-woman for —— Months longer, and find and provide her with Diet and Lodging, and pay her —— *l.* by equal quarterly Payments. **In Witneſs**, &c.

and find her Meat, *&c.*

Covenant to pay the Miſtreſs ſeveral Sums at ſeveral Times; and to ſerve the Time; and that the Girl ſhall have the Benefit of her Work.

Agreement that if the Girl falls ſick, her Miſtreſs is not to find Phyſick, *&c.* nor if ſhe dies, pay funeral Expences; and if any of the Conſideration Money be unpaid at her Death, which is payable, the ſame to be paid, *&c.*

Agreement to be a Journey-woman after the Term.

Another to a Maſter and Miſtreſs, ſhe being a Millener or Seamſtreſs.

THIS Indenture, &c. **witneſſeth**, that *A.* Daughter of, *&c.* doth put, *&c.* to *B.* of, *&c.* and *C.* his Wife, to learn the Art of a Seamſtreſs, and of making all Sorts of Plain Work, and the Art and Trade of ſelling of Linen, and of a Millener, which the ſaid *C.* his Wife now uſeth, *&c.* (*as in common Indentures.*) **And** the ſaid Maſter and Miſtreſs do agree, that the ſaid Miſtreſs ſhall and will teach, *&c.*

An Indenture for an Apprentice to learn the Art of Blowing and Finiſhing of Glaſs, wherein the Maſter agrees to pay the Apprentice a certain Sum per *Week, to find himſelf all Neceſſaries.*

—— To ſerve after the Manner of an Apprentice unto *C.* of, *&c.* at or near, *&c.* or elſewhere, in or about the City of *L.* from, *&c.* unto, *&c.* **During**, &c. **And** the ſaid Maſter doth hereby agree, that he ſhall and will cauſe his ſaid Apprentice to be inſtructed in the Art of blowing and finiſhing of Crown Glaſs and *Normandy* Glaſs, and of making Looking-Glaſs Plates, if he the ſaid *C.* have or keep Works for making ſuch Plates, in or about the ſaid City of *L.* during the ſaid Term: **And** ſhall and will alſo truly pay, or cauſe to be paid unto his ſaid Apprentice the Sum of, *&c. per* Week, to find and provide himſelf with Diet, Lodging and Apparel during the ſaid Term, *&c.*

An Indenture of Apprenticeſhip to a Mariner, the Apprentice to go in ſuch Ships as the Maſter ſhall appoint.

THIS Indenture witneſſeth, That *A.* Son of *B.* of, *&c.* doth bind himſelf Apprentice unto *C.* of, *&c.* after the Manner of an Apprentice to ſerve him the ſaid *C.* and ſuch other Perſon or Perſons in the Navigation of any Ship or Veſſel, as the ſaid *C.* ſhall order and appoint, for the Term of —— Years from, *&c.* to be accounted and fully to be complete and ended; **During** which ſaid Term the ſaid Apprentice ſhall and will faithfully ſerve the ſaid *C.* and do and perform all ſuch Service and Buſineſs, as well at Sea on board any Ships or Veſſels which ſhall belong, or be employed in the Service of the ſaid *C.* and with and under ſuch Perſon or Perſons as he ſhall from Time to Time order and appoint, or otherwiſe, as the Occaſions of the ſaid *C.* ſhall require; and ſhall and will obey all lawful Commands of his ſaid Maſter, and ſuch other Perſon or Perſons with whom he ſhall from Time to Time order and appoint him to ſerve; **And** go in any ſuch Ship or Veſſel, and diligently and carefully demean and behave himſelf towards him and them: *He* ſhall not do, or willingly ſuffer to be done by others, any Hurt, Prejudice or Damage to the Goods, Merchandizes, or other Affairs of his ſaid Maſter, or any other with whom he ſhall be appointed to ſerve as aforeſaid, but the ſame, to the utmoſt of his Power, ſhall hinder, or him and them thereof forthwith warn; *He* ſhall not abſent himſelf from the ſaid Service by Day or Night unlawfully, but in all Things as a good and faithful Apprentice he ſhall bear and behave himſelf towards his ſaid Maſter, and ſuch Perſon and Perſons with whom he ſhall order him from Time to Time to ſerve as aforeſaid, during the ſaid Term: **And** the ſaid Maſter his ſaid Apprentice ſhall and will cauſe to be taught and inſtructed in the Art or Buſineſs of a Sailor, ſo far as ſhall be neceſſary as to the Voyages wherein he ſhall be employed; **And** ſhall and will find and provide unto and for his ſaid Apprenticeſhip meet and ſufficient Meat, Drink, *&c.* **In Witneſs**, &c.

An Agreement between a Merchant and his Apprentice's Father. The Father covenants for his Son's Fidelity, &c.

Articles of Agreement, &c. **Between** *J. F.* and *R. C.* and *D. C.*

WHereas the ſaid *J. F.* the Day of the Date hereof, in Conſideration of the Affection which he beareth to the ſaid *R. C.* is contented and agreed to take the ſaid *R. C.* to be his Servant or Apprentice in Merchandizing Affairs, and accordingly to employ him therein as well in Parts beyond Seas as in the Kingdom of *Great Britain*, where the ſaid *J. F.* ſhall or may hereafter, or now hath Trading and Dealings, for the Space of ſeven Years, to commence from the Day of the Date of theſe Preſents: **And hereupon** the ſaid *C. D.* Father of the ſaid *R. C.* doth covenant and grant for himſelf, his Executors, Adminiſtrators and Aſſigns, to and with the ſaid *J. F.* his Executors, Adminiſtrators and Aſſigns, that the ſaid *R. C.* his Son ſhall and will, during the ſaid Term (if he ſo long live) well, diligently and faithfully, to the utmoſt of his Power and Skill, ſerve him the ſaid *J. F.* in his Trade of Merchandizing, and other his Affairs, in ſuch Place and Places as the ſaid *J. F.* ſhall think fit to appoint; and that the ſaid *R. C.* at all Times hereafter, during the ſaid Term, ſhall receive and take into his Charge and Cuſtody all ſuch Goods and Merchandizes whatſoever, as by or for the Uſe or Account of the ſaid *J. F.* ſhall be conſigned or ſent to him the ſaid *R. C.* and alſo ſell, utter and diſpoſe of the ſame Goods and Merchandize to the beſt Profit he can for the ſaid

J. F.

J. F. his Executors, Adminiſtrators or Aſſigns; and ſhall alſo at all Times during the ſaid Term follow and perform the Advice, Direction and Orders of him the ſaid *J. F.* which ſhall by Letters or otherwiſe be ſent, given or made known to him the ſaid *R. C.* about or concerning the Factory or Merchandize aforeſaid; and alſo that he the ſaid *R. C.* ſhall at the Charge of the ſaid *J. S.* his, *&c.* provide and keep in due Order Books of Account concerning the ſaid Employments as aforeſaid, according to the Cuſtom of Merchants in ſuch Caſes, and ſhall deal juſtly, truly and faithfully to and with the ſaid *J. F.* his, *&c.* in all and every of his Accounts, Reckonings, Bargains and Dealings, relating to and concerning his ſaid Employment, and ſhall conſtantly once in ſix Months, during the Term aforeſaid, tranſmit and ſend unto the ſaid *J. F.* his, *&c.* true Accounts of all the Buſineſs and Dealings of the ſaid *R. C.* in the Premiſſes, and ſhall alſo ſend Letters of Advice to the ſaid *J. F.* his, *&c.* as often as he conveniently can, of ſuch Matters and Occurrences wherewith it ſhall be proper and expedient, that the ſaid *J. F.* his, *&c.* be acquainted; and ſhall alſo return and come into *England*, and bring all his Books of Accounts with him, whenever he ſhall be required ſo to do by the ſaid *J. F.* his, *&c.* And that the ſaid *R. C.* ſhall from Time to Time, upon reaſonable Requeſt made, ſhew forth all his Books of Accounts concerning all his Dealings aforeſaid, and make and give unto the ſaid *J. F.* his, *&c.* a juſt, true and perfect Account in Writing of, for and concerning all and every ſuch Goods, Wares, Money, Debts and Merchandizes whatſoever, as well of the ſaid *J. F.* as jointly with any other, which ſhall hereafter come to the Hands and Charge or Factory of him the ſaid *R. C.* or for which he the ſaid *R. C.* ſhould or ought to be accountable unto the ſaid *J. F.* his Executors, Adminiſtrators or Aſſigns: **And** morever, That he the ſaid *R. C.* ſhall within one Month next after ſuch Account made and given in, well and truly ſatisfy, pay and deliver to the ſaid *J. F.* his Executors, Adminiſtrators or Aſſigns, all and every ſuch Wares, Money, Goods, Debts and Merchandizes, and other Things whatſoever, as by or upon the Foot of the ſaid Account ſhall appear to be, and be found due to him the ſaid *J. F.* his Executors, Adminiſtrators or Aſſigns, by or from the ſaid *R. C.* (*You may add concerning his Maintenance, Clothes*, &c.)

An Indenture of Apprenticeſhip to two Merchants, Partners, to go beyond Sea, to live with their Factor there.

THIS Indenture witneſſeth, That *A.* Son of *B. A.* late of, *&c.* deceaſed, doth bind himſelf Apprentice unto *C.* of, *&c.* Merchant, after the Manner of an Apprentice, to ſerve him the ſaid *C.* for the Term of —— Years from the Date hereof to be accounted; *in the Buſineſs in Partnerſhip between him and* D. *of*, &c. *in their Factory at* Maryland *or* Virginia, *beyond the Seas*; and to do and perform all ſuch Service and Buſineſs in their ſaid Factories, as *E.* their Factor ſhall require and appoint him to do about their Affairs and Buſineſs; and in caſe of the Death of the ſaid *E.* in ſuch other Factory as they ſhall order and appoint him to, unleſs they the ſaid *C.* and *D.* ſhall at ſuch Time think him fit to undertake Conſignments from them immediately or directly, and ſhall require him to manage and give Account of the ſame; during which Term the ſaid Apprentice or Servant ſhall and will faithfully ſerve, and be juſt and true to his ſaid Maſter and Partner in all Things whatſoever, concerning their Eſtates, Goods, Effects and Affairs; and keep his and their Secrets, and obey all lawful Commands of his ſaid Maſter, and demean himſelf diligently, carefully, and with a peaceable Behaviour towards the Factors or Agents of the ſaid *C.* and *D.* in obſerving and performing Orders and Inſtructions relating to their Affairs and Buſineſs to the utmoſt of his Power, for their moſt Profit and Advantage; he ſhall not do, or willingly ſuffer to be done by others, any Hurt, Prejudice or Damage to his ſaid Maſter, or to the Goods, Eſtate and Affairs of him and his ſaid Partner or otherwiſe, but the ſame to his Power ſhall hinder, or his ſaid Maſter and Partner, or their Factors, thereof ſhall forthwith warn; and ſhall and will likewiſe diſcover and make known to his ſaid Maſter and Partner any Deſigns which ſhall come to his Knowledge, tending to their Damage or Diſadvantage; he ſhall not abſent himſelf from his ſaid Service Day or Night unlawfully, but in all Things, *&c.* **And** the ſaid Maſter, *&c.* ſhall and will cauſe him to be taught and inſtructed in the Buſineſs of a Merchant which he now uſes in *Maryland*; **And** ſhall and will find, *&c.*

Agreement

Agreement that an Apprentice ſhall be at his Liberty to leave his Maſter at the End of five Years, and the Maſter to make him Free, notwithſtanding his Indentures of Apprenticeſhip for ſeven Years.

Articles of Agreement indented, &c. **Between** *J. H.* of the one Part, and *J. S.* of the other Part, as followeth, that is to ſay,

Whereas *T. N.* Son of *D. N.* late of, &c. by Indentures of Apprenticeſhip, bearing Date the, &c. hath bound himſelf Apprentice unto the ſaid *J. S.* for ſeven Years from the Date thereof, as thereby may appear: **Now theſe Preſents witneſs,** That the ſaid *J. S.* for himſelf, his Executors, Adminiſtrators and Aſſigns, in Purſuance of an Agreement between him and the ſaid *J. H.* before ſealing the ſaid Indentures, doth covenant, promiſe and agree, to and with the ſaid *J. H.* his Executors and Adminiſtrators, that the ſaid *J. S.* his Executors and Adminiſtrators, ſhall and will permit and ſuffer the ſaid *T. N.* the Apprentice, if he thinks fit, and requires it, at the Expiration of the firſt five Years of the ſaid Term of his Apprenticeſhip, freely to depart from, and leave the Service of him the ſaid *J. S.* his Executors and Adminiſtrators, and uſe and employ the remaining two Years thereof to his own Benefit and Advantage, where, and as he ſhall think fit, without any Let, Hindrance or Moleſtation of or by the ſaid *J. S.* his Executors or Adminiſtrators; the ſaid Indentures, or any Thing therein contained to the contrary notwithſtanding: **And** that the ſaid *J. S.* his Executors and Adminiſtrators will notwithſtanding, at the Expiration of the ſaid ſeven Years, cauſe, or procure the ſaid *T. N.* to be made a Freeman of the City of *L.* and Company of *C.* as if he had actually ſerved the full Term of ſeven Years: **And** the ſaid *J. H.* purſuant to his Agreement with the ſaid *J. S.* before ſealing the ſaid Indentures, doth for himſelf, his Executors and Adminiſtrators, conenant and agree, to and with the ſaid *J. S.* his Executors and Adminiſtrators, that if he the ſaid *T. N.* ſhall leave the Service of the ſaid *J. S.* at the End of the ſaid five Years, that then, and in Conſideration thereof, and of the ſaid remaining two Years Service, he will pay, or cauſe to be paid to the ſaid *J. S.* his Executors, Adminiſtrators or Aſſigns, the Sum of —— *l.* of lawful, &c. immediately on ſuch the ſaid *T. N.*'s leaving the Service of the ſaid *J. S.* as aforeſaid. **In Witneſs,** &c.

Recital of Indentures of Apprenticeſhip.

Covenant that the Maſter ſhall permit the Apprentice to leave him at the End of five Years, and to make the Apprentice free;

And that if the Apprentice leaves him then he ſhall pay his Maſter a Sum of Money.

Agreement that if an Apprentice has not his Health, he ſhall be at Liberty to come away from his Maſter, and the Indentures to be cancelled.

Whereas *R. D.* Son of *R. D.* of, &c. by his Indentures of Apprenticeſhip, &c. **And whereas** the ſaid *R. D.* the Father, hath on the Day of the Date hereof, paid unto the ſaid *T. S.* the Sum of ——— *l.* in Conſideration of his taking his Son to be his Apprentice for the Reſidue of the ſaid Term of his Apprenticeſhip: **Now it is hereby declared** and agreed by and between the ſaid *T. S.* and *R. D.* the Father, and the ſaid *T. S.* doth hereby covenant and agree for himſelf, his Executors, Adminiſtrators and Aſſigns, to and with the ſaid *R. D.* ſenior, his Executors or Adminiſtrators, that in caſe the ſaid *R. D.* the Apprentice ſhall not have his Health during the firſt two Years of his ſaid intended Service with the ſaid *T. S.* for the remaining Time of his ſaid Apprenticeſhip, the ſaid *R. D.* the Father, his Executors or Adminiſtrators ſhall requeſt the ſaid *T. S.* to ſuffer his ſaid Son to depart from and leave his ſaid Service, and to diſcharge him therefrom: In ſuch Caſe, and at ſuch his, or their Requeſt, the ſaid *T. S.* his Executors, Adminiſtrators or Aſſigns, will accordingly permit and ſuffer the ſaid *R. D.* the Apprentice to depart from, and leave his ſaid Service; and will alſo diſcharge him therefrom, and from the ſaid Indentures of Apprenticeſhip, and deliver up that Part which is under the Hand and Seal of the ſaid *R. D.* the Son, to be cancelled; he at the ſame Time delivering up to the ſaid *T. S.* that Part of the ſaid Indentures, which is under the Hand and Seal of the ſaid *T. T.* to be likewiſe cancelled, and the ſaid *R. D.* the Father, and *R. D.* the Son then diſcharging, and he the ſaid *R. D.* the Father then indemnifying and ſaving harmleſs the ſaid *T. S.* his Executors, Adminiſtrators and Aſſigns, from the Covenants and Agreements in the ſaid Indentures contained, on the Maſter's Part to be performed, and from all Actions, Suits, Coſts, Charges and Payments for or concerning the ſame in ſuch Manner as the Counſel of the ſaid *T. S.* ſhall reaſonably adviſe or require: **And** in ſuch Caſe it is alſo agreed, That the ſaid *T. S.* ſhall be allowed out of the ſaid —— *l.* ſo paid by the ſaid *R. D.* the Father, as aforeſaid, after the Rate of —— *l. per Ann.* for all, or ſuch Part of the ſaid two firſt Years, which he ſhall tarry with the ſaid *T. S.*

and until ſuch his Diſcharge from his ſaid Service, for or by Reaſon of ſuch his Want of Health, as aforeſaid. **In Witneſs**, &c.

Agreement between a Father and Maſter, to find an Apprentice Clothes, and to return Part of the Money, if he dies in a certain Time.

Agreed, *&c.* **Between** *B. K.* of the one Part, and *T. C.* of the other Part, *viz.*

Whereas, &c. (*Recite as in the laſt*) **Now**, &c. The ſaid *T. G.* for himſelf, *&c.* doth covenant, *&c.* that he the ſaid *T. G.* his Executors and Adminiſtrators ſhall and will, during the ſaid Term of ſeven Years, at his own Charge, find, provide and allow unto and for the ſaid *F. K.* Shoes, Stockings, and Frocks: **And further**, that if the ſaid *F. K.* ſhall happen to depart this Life at any Time within, or before the Expiration of one Year and a Day, to be accounted from the Date hereof, he the ſaid *T. G.* his Executors or Adminiſtrators, ſhall and will return and repay unto the ſaid *B. K.* his Executors or Adminiſtrators —— *l.* of the ſaid —— *l.* paid by him the ſaid *B. K.* as aforeſaid: **And** the ſaid *B. K.* doth hereby, for himſelf, his Executors and Adminiſtrators, covenant and agree to and with the ſaid *T. G.* his Executors and Adminiſtrators, that he the ſaid *B. K.* his Executors and Adminiſtrators ſhall and will at his and their own Charge find and provide unto and for the ſaid *F. K.* his Son, during the ſaid Term of his Apprenticeſhip, all his Wearing Apparel, both Linen and Woollen, except Shoes, Stockings and Frocks (which the ſaid *T. G.* is to provide him with as aforeſaid) and thereof and therefrom ſhall and will acquit, diſcharge, indemnify and ſave harmleſs the ſaid *T. G.* his Executors and Adminiſtrators; the ſaid Indentures of Apprenticeſhip, or any Law or Cuſtom to the contrary notwithſtanding. **In Witneſs**, &c.

Agreement between the Father of an Apprentice and the Maſter (a Merchant) that after five Years is expired the Apprentice ſhall go abroad as Factor, and have a Share of Profits, during the Reſidue of his Apprenticeſhip.

Articles of Agreement indented, *&c.* **Between** *R. K.* of, *&c.* of the one Part, and *E. P.* of the other Part, as followeth, that is to ſay;

Recital of Indentures of Apprenticeſhip. Money paid.

Whereas the ſaid *R. K.* hath taken *W. P.* Son of the ſaid *E. P.* to be his Apprentice in his Trade and Buſineſs of a Merchant, for ſeven Years, commencing from the —— as by his Indentures of Apprenticeſhip, bearing Date, *&c.* Relation, *&c.* **And whereas**, in Conſideration of the ſaid *R. K.*'s taking the ſaid *W. P.* to be his Apprentice, and of the ſeveral Agreements, Matters and Things by and on the Part of the ſaid *R. K.* to be done and performed as herein after is expreſſed, the ſaid *E. P.* hath, at or before Sealing hereof, paid unto the ſaid *R. K.* the Sum of —— *l.* the Receipt, *&c.* **Now therefore theſe Preſents witneſs**, That it is agreed by and between the ſaid Parties to theſe Preſents, and the ſaid *R. K.* for himſelf, his Executors and Adminiſtrators, in Conſideration of the ſaid Sum of —— *l.* ſo to him paid as aforeſaid, doth covenant, promiſe and agree to and with the ſaid *E. P.* his Executors, Adminiſtrators and Aſſigns by theſe Preſents, as followeth; (that is to ſay) That immediately after the Expiration of five Years of the ſaid Term of the ſaid *W. P.*'s Apprenticeſhip, or ſome Time ſooner, if an Opportunity offers of placing him advantageouſly, he the ſaid *R. R.* will, with the Conſent and Liking, and at the Charge of the ſaid *W. P.* ſend him abroad as a Factor or Merchant, to ſome Place beyond the Seas, where the ſaid *R. K.* trades or correſponds; and that he ſhall be and go recommended by the ſaid *R. K.* to the Perſon who ſhall then be his Factor or Correſpondent (if he ſhall then have any ſuch) at the Place to which he ſhall be ſo ſent, with whom the ſaid *W. P.* is to continue for the Space of one Year, from his Arrival there, in Order to learn the Language of the Place, and to qualify himſelf for Buſineſs; and that during the ſaid one Year he ſhall be provided with neceſſary Lodging and Diet, at the Charge of the ſaid *R. K.* and that he the ſaid *W. P.* ſhall immediately after the Expiration of the ſaid one Year, be received, joined and taken in Partnerſhip with ſuch Perſon to whom he ſhall be ſo ſent, and go recommended as aforeſaid: **And** that as well during the then Reſidue of the ſaid Term of his Apprenticeſhip, as after the Expiration thereof, he ſhall have, receive and enjoy one full Moiety, or half Part of the Profits and Advantages of Factorage and Commiſſions, ariſing by the Trade and Buſineſs of the ſaid *R. K.* or any of his Friends that he can recommend at ſuch Place whither he ſhall be ſo ſent, according to the Cuſtom of the ſaid Place, during the Time as the ſaid Perſon with whom he ſhall be ſo joined in Partnerſhip, and the ſaid *W. P.* ſhall both continue in the ſaid Place:

Covenant that after five Years the Maſter will ſend the Apprentice abroad as Factor, *&c.*

And that he ſhall have a Moiety of Profits.

Place: And in caſe ſuch his Partner ſhall leave the Place, or that the ſaid *R. K.* ſhall have no Factor at the ſaid Place at the Time of the ſaid *W. P.*'s Arrival there; that then after the Expiration of the ſaid one Year from the Arrival of the ſaid *W. P.* at the Place to which he ſhall be ſo ſent as aforeſaid, as well during the then Reſidue of the ſaid Term of his Apprenticeſhip, as after the Expiration thereof, for ſo long as he ſhall continue at the Place, and behave himſelf as he ought to do, and no other Perſon ſhall be joined with him therein by the ſaid *R. K.* (which he reſerves a Liberty to do, if he ſhall think fit,) he the ſaid *W. P.* ſhall have and enjoy the whole Profits and Advantage of Factorage or Commiſſions ariſing by the Trade and Buſineſs of the ſaid *R. K.* and any of his Friends that he can recommend at ſuch Place whither he ſhall be ſo ſent, according to the Cuſtom of the ſaid Place: Provided nevertheleſs, and it is declared and agreed by and between the ſaid Parties, that the ſaid *R. K.* ſhall at any Time or Times have a Liberty to join any other Perſon in Partnerſhip with the ſaid *W. P.* at the Place to which he ſhall be ſo ſent as aforeſaid, in and for the one Moiety of the Profits of the ſaid Factorage or Commiſſions ariſing there by the Trade and Buſineſs of the ſaid *R. K.* or any of his Friends that he can recommend as aforeſaid, as he ſhall think fit during the ſaid *W. P.*'s Stay at the ſaid Place. And it is hereby agreed by and between the ſaid Parties, that from the Expiration of the ſaid one Year after the Arrival of the ſaid *W. P.* at the Place to which he ſhall be ſo ſent as aforeſaid, he is to maintain himſelf with his Diet and Lodging at his own Charge: And further, that he the ſaid *R. K.* will at his own Charge, at any Time after the Expiration of the ſaid Term of ſeven Years, upon the Requeſt of the ſaid *W. P.* make or cauſe the ſaid *W. P.* to be made free of the *Levant*, *Muſcovia* and *Eaſtland* Companies: And the ſaid *E. P.* for himſelf, his Executors and Adminiſtrators, doth hereby covenant and agree, to and with the ſaid *R. K.* his Executors, Adminiſtrators and Aſſigns, that he the ſaid *E. P.* his Executors and Adminiſtrators, will at his own Charge pay and diſcharge the Duty or Sum of Money charged, payable and to be paid by virtue of a late Act of Parliament for laying Rates upon Monies given with Clerks and Apprentices, for and in reſpect of the ſaid Sum of ——— ſo paid to the ſaid *R. K.* as aforeſaid, and ſhall and will likewiſe, during the ſaid Term of ſeven Years, find and provide unto and for the ſaid *W. P.* all his Wearing Apparel whatſoever, and will indemnify the ſaid *R. K.* his Executors and Adminiſtrators therefrom, and from every of them. And laſtly, it is declared and agreed by and between the ſaid Parties to theſe Preſents, and the ſaid *R. K.* doth hereby for himſelf, his Executors and Adminiſtrators, covenant and agree to and with the ſaid *E. P.* his Executors and Adminiſtrators, that in caſe the ſaid *R. K.* ſhall happen to depart this Life before the ſaid *W. P.* ſhall be ſent abroad, as aforeſaid, and be actually ſettled in the Buſineſs of the ſaid *R. K.* either in Partnerſhip or by himſelf, ſo as to receive or be intitled to the Profits thereof, or Part thereof, in ſuch Manner as before is mentioned, that then and in ſuch Caſe the Executors or Adminiſtrators of the ſaid *R. K.* ſhall and will return and repay unto the ſaid *E. P.* his Executors, Adminiſtrators or Aſſigns ——— of the ſaid —— ſo paid to the ſaid *R. K.* as aforeſaid, within ſix Months after ſuch his Deceaſe; but in caſe of the Deceaſe of the ſaid *W. P.* at any Time during the ſaid Term of his Apprenticeſhip, the ſaid *R. K.* his Executors or Adminiſtrators is and are not to return and pay back the ſaid —— or any Part thereof in any wiſe; any Law or Cuſtom to the contrary notwithſtanding. In Witneſs, &c.

Maſter may join a Partner with him.

Diet.

Freedom of Companies.

Father of Apprentice to pay Duty on Apprenticeſhip, and find his Son Clothes.

What Conſideration Money to be repaid in caſe of Death.

Agreement that an Apprentice ſhall have Liberty to occupy a Stock of his own, for the Reſidue of his Term, as a Recompence for his good Services.

THIS Indenture, made, &c. Between *R. J.* on the one Part, and *M. A.* of *L.* Merchant, now Apprentice of the ſaid *R.* on the one Part, Witneſſeth, That the ſaid *R.* for the Diligence, Faith, and true Service, which the ſaid *M.* intendeth to do to his ſaid Maſter, during the full Time of his Apprenticeſhip, now for the Time to come, hath and by theſe Preſents giveth free Licence and Liberty unto the ſaid *M.* that the ſaid *M.* and his Aſſigns at all Times, during the Time of his Apprenticehood (Apprenticeſhip) at his free Will and Pleaſure, as well on this Side of the Sea as in the Parts beyond the Sea, ſhall occupy Merchandize, and employ a Stock or Sum of 300 *l.* with all the Increaſe, Gains or Advantage that ſhall fortune to grow, come, riſe and increaſe, by Reaſon of the Uſe, Profit and Advantage of the ſaid *M.* And the ſaid *M.* covenanteth, &c. that the ſaid *M.* during the Term of his Apprenticehood (Apprenticeſhip) ſhall not procure, make, aſſign nor conſtitute any Perſon or Perſons to be his Factor, Attorney or Aſſigns on this Side of the Sea or in the Parts beyond the Seas, but only ſuch a Perſon or Perſons, being Apprentice of the ſaid *R.* as his Maſter ſhall name and aſſign for the ſaid Stocks; And the ſaid *M.* covenanteth, &c. that he the ſaid *M.* or his Aſſigns, during the ſaid Term of his Apprenticehood (Apprenticeſhip) ſhall not

Conſideration.

Liberty for the Apprentice to occupy Merchandize, and employ a Stock or Sum of 300 *l.*

not beſtow, merchandize, barter nor return his ſaid Stock or Sum of 300 *l.* nor Increaſe of the ſame, nor any Part or Parcel thereof, in nor for any other Wares and Merchandizes, but only in and for ſuch Wares and Merchandize as hereafter ſhall be rehearſed (mentioned), that is to ſay, Firſt in Pepper, Fuſtians, *&c.* **Provided always**, and it is further agreed between the ſaid Parties to theſe Preſents, that at ſuch Time, and when he the ſame *M.* or his Aſſigns do not beſtow, employ, barter, nor return his ſaid Stock of, *&c.* with the Increaſe and Gains thereof, in ſuch Wares as is above expreſſed; that then it ſhall be lawful unto the ſaid *M.* and his Aſſigns, from Time to Time to deliver the ſaid Stock, *&c.* and the Increaſe and Gains thereof in Exchange to any Perſon or Perſons, without any Let or Contradiction to the ſaid *R.* his Maſter or Aſſigns: **Moreover** the ſaid *M.* covenanteth, *&c.* that the ſaid *M.* at no Time during the Time of his Apprenticehood (Apprenticeſhip) ſhall charge or bind the ſaid *R.* his Maſter or his Aſſigns by any Obligation or other Surety to any Perſon or Perſons for any Manner of Debts, Duties or Cauſe, but only ſuch Debts or Duties as do concern only the Buſineſs of the ſaid *R.* and that the ſame *M.* during the ſaid full Term of his Apprenticehood (Apprenticeſhip) now for to come, ſhall truly ſerve the ſaid *R.* his Maſter in all his Commandments, to be faithful and honeſt, as well on this Side of the Sea as in the Parts beyond the Sea, without Fraud or Delay; **And alſo** at no Time, during the ſaid Term, ſhall uſe or play at any Game or Games, *&c.* privately nor openly with any Perſon or Perſons for any Sum or Sums of Money; **And** that the ſame *M.* during his ſaid Term ſhall not commonly nor continually uſe nor have the Company of any light or evil diſpoſed Woman or Women of lewd Converſation, nor find nor expend upon her or them any Sum or Sums of Money in and for their daily finding of Meat, Drink, Clothing, Bedding nor otherwiſe; and for the Performance of all and every the Covenants, *&c.* **In Witneſs**, &c.

Not to concern the ſaid *R.* the Maſter by any Obligation, or any Manner of Debts or Surety to any Perſon for any Debt, but only ſuch as concerns the Maſter's own Buſineſs.

Agreement between a Mother and a Merchant, whereby, in Conſideration of a Sum paid, he agrees to take her Son as Servant for ſeven Years in a Factory, with proper Covenants to account, &c.

Articles, &c. **Between** *E. M.* of, *&c.* and *R. A.* of *London*, Merchant, *&c.*

Merchant to take Servant for ſeven Years.

Whereas the ſaid *E. M.* the Day of the Date hereof, hath freely given and delivered unto the ſaid *R. A.* the Sum of, *&c.* to the Intent and Purpoſe that he the ſaid *R. A.* ſhall accept and take into his Service to be employed in merchandizing Affairs, *W. M.* Son of her the ſaid *E. M.* **In Conſideration** whereof, but more eſpecially at her Requeſt, and of the Affection that the ſaid *R. A.* beareth to the ſaid *W. M.* he the ſaid *R. A.* is contented and agrees to accept and take the ſaid *W. M.* to be his Servant in merchandizing Affairs and other Buſineſſes, and accordingly to employ him therein, not only in *England*, but in the Parts beyond the Seas, where the ſaid *R. A.* now tradeth, or hereafter ſhall trade, and that for the Term or Space of ſeven Years, to be accounted from, *&c.* next enſuing the Date of theſe Preſents, *&c.* **And thereupon** the ſaid *E. M.* for herſelf, her Executors and Adminiſtrators, doth covenant and grant, to and with the ſaid *R. A.* his, *&c.* by theſe Preſents, that the aforeſaid *W. M.* her Son, ſhall during all the ſaid Term (if he ſo long live,) well, diligently and faithfully, to the uttermoſt of his Power and Skill, ſerve him the ſaid *R. A.* in the Trade of Merchandizing, and other his Affairs at ſuch Place or Places, either beyond the Seas, or on this Side, where the ſaid *R. A.* ſhall deſign and appoint him, and without abſenting himſelf out of his ſaid Service or Employment, or neglecting the ſame; **And** that he the ſaid *W. M.* at all Times hereafter during the ſaid Term, ſhall from Time to Time not only receive and take into his Charge and Cuſtody, all and every ſuch Goods and Merchandiſes whatſoever, as by or for the Uſe or Account of the ſaid *R. A.* ſhall be conſigned or ſent to him the ſaid *W. M.* but alſo ſell, utter and diſpoſe of the ſame Goods and Merchandiſes to the moſt Profit he can for the ſaid *R. A.* his, *&c.* and ſhall alſo from Time to Time, and at all Times during the ſaid Term, follow and perform all and every ſuch Advice, Directions, Orders and Commiſſions, as the ſaid *R. A.* ſhall by Letter or Advice, or otherwiſe, give, ſend, or make known to him the ſaid *W. M.* in, about or concerning the Factory or Merchandiſing aforeſaid. **And** alſo that he the ſaid *W. M.* ſhall at the Charges of the ſaid *R. A.* his, *&c.* provide and keep in due orderly Manner, Books of Accompt touching this ſaid Employment in Merchandiſing as aforeſaid, according to the Cuſtom of Merchants in ſuch Caſes uſed, and ſhall deal juſtly, truly, plainly and faithfully, to and with the ſaid *R. A.* his, *&c.* in all and every his Accompts, Reckonings, Bargains, Buying, Selling, Doings and Dealings, in and about his ſaid Employment in Merchandiſing as aforeſaid, and ſhall from Time to Time once in every —— Months or oftener, tranſmit and ſend unto the ſaid *R. A.* his, *&c.* true Accompts and Reckonings of all the Buſineſſes and Dealings of the

The Mother covenants for her Son's faithful Service.

The Servant to take into his Care Goods, *&c.* and ſell the ſame,

and follow Advice, *&c.*

Keep Books.

Tranſmit Accounts, and return from abroad, *&c.* on Requeſt, with his Books, *&c.*

ſaid *W. M.* in the Premiſſes, and ſhall alſo ſend Letters of Advice of the ſaid *R. A.* ſo often as conveniently he may or can, of all Matters and Occurrences that ſhall neceſſarily ariſe concerning his Service or Employment, and ſhall alſo return and come to *England*, and bring all his Books of Accompts with him, whenſoever he ſhall be thereunto adviſed and required by the ſaid *R. A.* his, *&c.* by Letters miſſive or otherwiſe; **And** that the ſaid *W. M.* ſhall from Time to Time, upon every reaſonable Requeſt, not only ſhew forth all his Books of Accompts concerning all his Doings and Dealing as aforeſaid, and make and give unto the ſaid *R. A.* his, *&c.* a juſt, true, plain and perfect Accompt and Reckoning in Writing, of, for and concerning all and every ſuch Goods, Wares, Money, Debts and Merchandizes whatſoever, as well of the ſaid *R. A.* for his own proper Uſe or jointly with any others, which ſhall hereafter come to the Hands, Charge or Factory of him the ſaid *W. M.* or for which the ſaid *W. M.* may or ought to be accountable unto the ſaid *R. A.* his, *&c.* **And** moreover that he the ſaid *W. M.* ſhall within, *&c.* next after the making and giving up every ſuch Accompt as aforeſaid, well and truly ſatisfy, pay and deliver unto the ſaid *R. A.* his, *&c.* all and every ſuch Goods, Wares, Monies, Debts, Merchandizes, Specialties, and other Things whatſoever, as by or upon the Foot of the ſame Accompt ſhall appear or be found to be due, coming and belonging to him the ſaid *R. A.* his, *&c.* by or from the ſaid *W. M.* in any Manner of wiſe. **Item**, the ſaid *E. M.* for herſelf, *&c.* doth covenant, promiſe and agree, to and with the ſaid *R. A.* his, *&c.* by theſe Preſents, that ſhe the ſaid *E. M.* her, *&c.* at her and their own proper Coſts and Charges, ſhall and will find, provide and allow unto and for her ſaid Son, decent and fitting Linen, Woollen, and all other Apparel of all Sorts, fitting for him in his Service and Employment during the ſaid Term. **Item**, the ſaid *R. A.* doth covenant, *&c.* to find and provide unto the ſaid *W. M.* competent and fitting Meat, Drink, Waſhing and Lodging, and all other Neceſſaries, Apparel only excepted, during all the ſaid Term. **In Witneſs**, &c.

and accompt, *&c.*

and pay and deliver the Balance.

The Mother to find Cloathes.

The Maſter to find Meat, *&c.*

Agreement for Sailors to ſail in a Ship, and not depart therefrom under Forfeiture of their Wages.

Know all Men by theſe Preſents, That we who have ſubſcribed our Names, or made our Marks and ſet our Seals hereunto, do ſeverally, but not jointly, nor one for the other, declare and agree we have ſeverally ſhipped ourſelves on board the ſaid *D.* Captain *N. T.* Commander, now in the River of ——, and bound for ——, and from thence to *V.* and back to *L.* at and for the ſeveral Wages mentioned herein, and inſerted againſt our ſeveral Names here under ſubſcribed; and we do ſeverally, but not jointly, nor one for the other, agree, that ſuch of us as ſhall depart from and leave the ſaid Ship during her ſaid intended Voyage, and ſhall not perform the ſame, (inevitable Accidents excepted,) our Executors, Adminiſtrators or Aſſigns, ſhall not, nor will be intitled to, nor will have or claim any Wages or Pay that may ariſe or become due to ſuch of us as ſhall ſo leave or depart from the ſaid Ship during her whole Voyage, under the Command of the ſaid Maſter or his Succeſſors, or the Service of the Owner or Owners thereof, but that in ſuch Caſe, the Wages of ſuch of us as ſhall deſert from or leave the ſaid Ship, ſhall be abſolutely loſt and forfeited by virtue of theſe Preſents. **In Witneſs**, &c.

An Agreement for a Pilot to guide a Ship.

Agreed the, *&c.* **Between** *B. C.* of, *&c.* of the one Part, and *S. G.* of, *&c.* Part-Owner of the good Ship or Veſſel called the *H.* Burthen about —— Tons, now at, *&c.* and bound out a Voyage to —— and back to —— of the other Part, as followeth, (that is to ſay,)

The ſaid *B. C.* for the Conſiderations here under mentioned, doth covenant, promiſe and agree, to and with the ſaid *S. G.* his Executors, Adminiſtrators or Aſſigns by theſe Preſents, that he the ſaid *B. C.* upon the firſt Notice or Requeſt to him in that Behalf made or given by the ſaid *S. G.* after the Date hereof, ſhall and will go to *W.* and there go on board the ſaid Ship *H.* and ſhall and will continue and ſail on board the ſaid Ship during the ſaid intended Voyage, and until her Return and Arrival at —— as aforeſaid; and that when the ſaid Ship ſhall be in Latitude of —— Degrees northwards, he ſhall and will take upon him the Care of and will navigate the ſame as Pilot thereof directly to *A.* as aforeſaid, and from thence back again in her homeward Voyage to the ſaid Latitude of —— Degrees, according to the beſt and utmoſt of his Skill and Knowledge; **And** that he the ſaid *B. C.* is well ſkilled, and underſtands

the ſaid Courſe of Navigation to and from *H.* as aforeſaid; **In Conſideration** whereof, and of the Service to be performed as aforeſaid, the ſaid *S. G.* for himſelf, his Executors, Adminiſtrators and Aſſigns, doth hereby covenant, promiſe and agree to and with the ſaid *B. C.* his Executors, Adminiſtrators and Aſſigns, as followeth, (that is to ſay) That he the ſaid *G. H.* his Executors, Adminiſtrators or Aſſigns, ſhall and will truly pay, or cauſe to be paid unto the ſaid *C. D.* his Executors or Aſſigns, at and after the Rate of —— of lawful, *&c. per* Month, for every Month that the ſaid Ship ſhall be out upon the ſaid intended Voyage, and until her Arrival at *L.* as aforeſaid, and proportionably for a leſſer Time than a Month; the ſame to begin and commence from the Time of his Entrance on board the ſaid Ship as aforeſaid; and that he the ſaid *S. G.* ſhall and will bear and pay the ſaid *B. C.*'s travelling Charges to *W.* and of the Carriage by Land of his Cloathes and Neceſſaries for the ſaid Voyage. (*Mutual Penalties may be added.*) **In Witneſs**, &c.

Agreement between the Maſter of a Ship and a Chirurgeon for a Voyage.

Articles of Agreement indented, *&c.* **Between** *E. P. &c.* Maſter of the good Ship or Veſſel called the *O.* of the one Part, and *E. W. &c.* Chirurgeon, of the other Part, as followeth, (that is to ſay,)

Covenant that the Maſter ſhall find the Surgeon with Lodging, *&c.*

The ſaid *E. P.* for the Conſiderations here under mentioned, doth covenant, promiſe and agree, to and with the ſaid *E. W.* his Executors and Adminiſtrators, that the ſaid *E. P.* ſhall and will, at the ſaid Ship's Charge, find, provide and allow unto and for the ſaid *E. W.* in the ſaid Ship or Veſſel, during her intended Voyage to *C.* in ——, and thence to *J.* his Lodging in the Cabin belonging to the Chirurgeon, and likewiſe his Diet, and all other Accommodations fitting for his Paſſage in the ſaid intended Voyage; **In Conſideration** whereof the ſaid *E. W.* doth hereby for himſelf, his Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *E. P.* his Executors and Adminiſtrators by theſe Preſents, as followeth; that is to ſay, That he the ſaid *E. W.* ſhall and will during the ſaid intended Voyage,

Covenant that the Surgeon ſhall find the Ship's Company with Medicines, *&c.* and apply the ſame during the Voyage.

at his own Coſts and Charges, find, provide and allow unto and for the ſaid *E. P.* and all other the Ship's Company taken in at *E.* all ſuch Medicines in Phyſick and Chirurgery, as ſhall be proper and needful during the ſaid intended Voyage, and according to the beſt and utmoſt of his Skill and Knowledge, adminiſter and apply the ſame. **And it is agreed** by and between the ſaid Parties for themſelves, their Heirs, Executors and Adminiſtrators, that what Paſſengers and Servants the ſaid *E. P.* ſhall take in and ſhip at *J.* ſhall be ſupplied with Medicines out of the Cheſt of Medicines belonging to the ſaid Ship or Veſſel, but the ſaid *E. W.* ſhall and will adminiſter and apply the ſame as need ſhall require. **And further** that the ſaid *E. W.* for the Conſiderations aforeſaid, ſhall and will at his own Coſts and Charges, upon the ſaid Ship's Arrival at *J.* during her Continuance there, find, provide and allow unto and for the ſaid *E. P.* and the ſaid Ship's Company ſhipt at *E.* as aforeſaid, all ſuch Medicines in Phyſick and Chirurgery as ſhall be proper and needful, and adminiſter and apply the ſame, ſo as the ſame do not exceed —— Weeks after her Arrival there; but it is agreed, that if the ſaid Ship ſhall continue and abide at *J.* longer than the ſaid —— Weeks, in ſuch Caſe the ſaid *E. P.* and the Ship's Company, ſhipt at *E.* as aforeſaid, are to be, and ſhall be furniſhed and ſupplied with Medicines out of the Cheſt of Medicines belonging to the ſaid Ship or Veſſel, and the ſaid *E. W.* is only to adminiſter and apply the ſame. (*Penalties may be added.*) **In Witneſs**, &c.

The Medicines to be taken out of the Cheſt belonging to the Ship.

And that the Surgeon ſhall adminiſter Phyſick for ſome Time after the Ship's Arrival.

Agreement for F. G. *to go to* Virginia, *and there to practiſe Phyſick and Surgery, and to pay* G. S. *one Half of his Gains, and* G. S. *to find Medicines, Inſtruments, Victuals*, &c.

Articles of Agreement indented, *&c.* **Between** *G. S.* of the one Part, and *F. G.* of —— of the other Part, as followeth; (that is to ſay),

Covenant that *F. G.* will go to *V.* and there practiſe Phyſick and Surgery.

The ſaid *F. G.* for the Conſiderations hereunder mentioned, doth covenant, promiſe and agree, to and with the ſaid *G. S.* his Executors and Adminiſtrators, that he the ſaid *F. G.* ſhall and will go in and with ſuch good Ship or Veſſel as the ſaid *G. S.* ſhall provide for *V.* and upon his Arrival there, ſhall and will abide and continue with the ſaid *G. S.* at *V.* for the Term of —— Years, to be accounted from his Arrival at *V.* aforeſaid, and there will, at all Times during the ſaid Term, diligently and to the utmoſt of his Skill and Ability, exerciſe and employ himſelf in the Practice of Phyſick and Chirurgery for the moſt Benefit and Advantage

that

that he can; **And** that he the ſaid *F. G.* ſhall and will from Time to Time upon Requeſt of the ſaid *G. S.* give a juſt and true Account in Writing of his ſaid Practice, and of what Fees or Allowance in Money, or otherwiſe, he ſhall or ought to receive, or be allowed *bona fide* in or by his ſaid Practice, or for doing or performing any Cure, or other Matter or Thing relating thereunto. **And likewiſe** that he the ſaid *F. G.* ſhall and will pay unto, or permit the ſaid *G. S.* to receive the full Moiety, or half Part of all Fees and Allowance which ſhall ariſe, become due, and be gotten by the ſaid *F. G.* by, for or in reſpect of his Practice as aforeſaid, to his own Uſe. **And in Conſideration** of the ſeveral Matters and Things to be performed by the ſaid *F. G.* as aforeſaid, the ſaid *G. S.* doth hereby covenant and agree, to and with the ſaid *F. G.* that he the ſaid *G. S.* ſhall and will, at his own Coſt and Charge, pay for the Paſſage of the ſaid *F. G.* to *V.* and there at his own like Charge find and provide unto and for the ſaid *F. G.* Medicines and Inſtruments, meet and ſufficient for the Practice of Phyſick and Chirurgery, and likewiſe Meat and Drink, Waſhing and Lodging, and will alſo provide him a Horſe to go to or viſit his Patients, when Occaſion ſhall require. **And laſtly it is agreed,** That if either of the ſaid Parties depart this Life before the Expiration of the ſaid —— Years, then this Agreement to be void. **In Witneſs,** &c.

and account for his Fees, &c. to *G. S.*

and pay *G. S.* one Half thereof.

Covenant that *G. S.* will pay *F. G.*'s Paſſage, and find Medicines, Inſtruments, Meat, Drink, Waſhing and Lodging, and a Horſe to ride on.

Agreement between a Purſer and his Servant and his Servant's Mother, wherein the Mother covenants, that her Son ſhall ſerve and account for what is committed to his Care, and the Purſer covenants to find him Clothes and teach him Navigation.

This Indenture made, &c. **Between** *A. B.* of —— and *C. B.* Son of the ſaid *A. B.* of the one Part, and *R. G.* of, &c. bound out on a Voyage to *E.* as Purſer on board the Ship *S.* and *L. M.* Commander, of the other Part.

Whereas the ſaid *R. G.* at the Requeſt of the ſaid *A. B.* and the ſaid *C. B.* her Son, hath taken the ſaid *C. B.* to be his Servant on board the ſaid Ship, during the ſaid Voyage; **And therefore** for the Conſiderations here under mentioned, the ſaid *A. B.* doth for herſelf, her Executors and Adminiſtrators, undertake for her ſaid Son, and covenant, promiſe and agree, to and with the ſaid *R. G.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, that the ſaid *C. B.* ſhall on or before the, &c. now next, go on board and ſail, and go in and with the ſaid Ship, and ſerve the ſaid *R. G.* during the ſaid intended Voyage to *E.* and until the End of —— Days after the ſaid Ship's Return to *L.* and during the ſaid Time ſhall, according to the beſt of his Skill and Knowledge, do all ſuch Service and Buſineſs for the ſaid *R. G.* relating to his ſaid Office or Employment of a Purſer, as well on board the ſaid Ship as on Shore, as he the ſaid *R. G.* ſhall from Time to Time order and require, and ſhall from Time to Time, when required, make and give a juſt and true Account in Writing, and diſcharge himſelf of, for and from, and likewiſe deliver to the ſaid *R. G.* his Executors and Adminiſtrators, all Monies, Goods and other Things which he ſhall from Time to Time receive, or which ſhall be committed or come to his Care, Cuſtody or Diſpoſition, of or belonging to the ſaid *R. G.* his Executors or Adminiſtrators, or wherewith he or they ſhall be charged or chargeable: **To all** which Matters and Things to be performed as aforeſaid, the ſaid *C. B.* doth hereby conſent and agree to do accordingly, teſtified by his ſigning and ſealing hereof. **And** the ſaid *R. G.* for himſelf, his Executors and Adminiſtrators, doth hereby covenant and agree to and with the ſaid *A. B.* her Executors, Adminiſtrators and Aſſigns, before the Departure of the ſaid Ship from *G.* at his own Charge to provide the ſaid *C. B.* with convenient Apparel, and if required by the ſaid *C. B.* to inſtruct him in the Art of Navigation in the beſt Manner that he can. **In Witneſs,** &c.

Covenant from the Mother, that the Son ſhall ſerve and accompt for what he ſhall receive, or come to his Care, &c.

The Son's Conſent thereto.

Covenant for the Purſer to find his Servant Apparel and inſtruct him in Navigation.

Between a Maſter and a Servant, wherein a third Perſon covenants for the faithful Service for a certain Number of Years; the Maſter to put away the Servant before the End of the Term, if he ſhall think fit.

This Indenture made, &c. **Between** *A.* of, &c. and *B.* Son of *C.* late of, &c. of the one Part, and *D.* of, &c. of the other Part. **Whereas** the ſaid *D.* hath at the Requeſt of the ſaid *A.* taken the ſaid *B.* to dwell with him and be his Servant for the Term of —— Years, upon the Terms and Agreements following, and not otherwiſe: **Now therefore theſe Preſents witneſs,** That the ſaid *B.* is willing and contented to ſerve the ſaid *D.* and the ſaid *A.* for himſelf, his Executors and Adminiſtrators, doth undertake, covenant and agree, to and

Maſter takes Servant for Years.

A ſecond Perſon covenants for the Servant's Fidelity, &c.

and with the ſaid *D.* that for and during the Term of —— Years, from, *&c.* to be accounted and fully to be compleat and ended, if the ſaid *D.* his Executors and Adminiſtrators, ſhall think fit ſo long to keep and employ him the ſaid *B.* in his or their Service and Buſineſs, he the ſaid *B.* ſhall continue with and faithfully ſerve the ſaid *D.* his, *&c.* in all ſuch Service whatſoever, as the ſaid *D.* his Executors and Adminiſtrators, ſhall think fit to employ him in, and to the utmoſt of his Power, Knowledge and Ability, ſhall do and perform all ſuch Service and other Things whatſoever, as well relating to the Trade and Buſineſs of the ſaid *D.* as otherwiſe, which the ſaid *D.* his Executors and Adminiſtrators, ſhall from Time to Time order and direct, and ſhall keep the Secrets of the ſaid *D.* his Executors and Adminiſtrators, and obey all his and their lawful Commands, and demean himſelf faithfully towards the ſaid *D.* and all his during the ſaid Term, and that he the ſaid *B.* ſhall not waſte, conſume, imbezil or purloin any of the Goods or Eſtate of the ſaid *D.* his Executors or Adminiſtrators, nor do or willingly ſuffer to be done by others, any Hurt or Damage to him or them, or his or their Goods, Eſtate, or otherwiſe, but the ſame to his Power ſhall hinder; **And** that he ſhall not abſent himſelf from his ſaid Service Day or Night unlawfully, but in all Things as a good and faithful Servant he ſhall bear and behave himſelf towards the ſaid *D.* his Executors and Adminiſtrators, and all his, during the ſaid Term. **And** the ſaid *D.* for himſelf, *&c.* covenants with the ſaid *A.* that he the ſaid *D.* his, *&c.* ſhall and will, during the ſaid Term, or for ſo long Time thereof as he or they ſhall think fit to continue the ſaid *B.* in his or their Service, find and provide unto and for the ſaid *B.* Meat and ſufficient Diet, Lodging, Waſhing, and all other Neceſſaries during the ſaid Term, wearing Apparel excepted. **And it is hereby declared and agreed** by and between all the ſaid Parties to theſe Preſents, to be their Intent and Meaning, and the true Meaning of theſe Preſents, that he the ſaid *D.* his Executors and Adminiſtrators, ſhall and may at any Time before the Expiration of the ſaid —— Years, if he or they ſhall think fit, put away and diſcharge the ſaid *B.* from his or their ſaid Service, and determine the ſame, without rendering or being obliged to render or give any Account thereof to any Perſon or Perſons whatſoever, or to find or provide the ſaid *B.* his Diet or any other Neceſſaries, after ſuch his or their determining the Service of the ſaid *B.* as aforeſaid; any Thing herein to the contrary notwithſtanding. **In Witneſs**, &c.

The Maſter covenants with the Servant's Friend to find Victuals, *&c.*

The Maſter may put away the Servant before the End of the Term.

An Agreement between a Maſter and Servant about the Management of a Farm.

Articles, &c. Between *S. T.* of, *&c.* of the one Part, and *F. S. &c.* of the other Part, as followeth, *viz.*

Servant hired. **Imprimis, Whereas** the ſaid *S. T.* hath agreed with and hired the ſaid *F. S.* to be his Servant or Agent for the well ordering, improving and managing for the beſt and moſt Profit and Advantage of the ſaid *S. T.* in good Huſband-like Manner as herein after is mentioned, of all that Farm, Meſſuage or Tenement, Barns, Stables, Out-houſes, Lands, Meadows and Paſture Ground, with the Appurtenances thereunto belonging, now in the Tenure or Occupation of the ſaid *S. T.* ſituate, lying and being in, *&c.* and commonly called or known by the Name of, *&c.* for the Term of one Year from the Feaſt-Day of, *&c.* next coming after the Date hereof, and ſo from Year to Year afterwards, for and during the Term of two Years more, if he the ſaid *S.* ſhall think fit to entertain the ſaid *F.* in his ſaid Service, and not otherwiſe, at and for the yearly Salary or Wages of 30 *l.* of, *&c. per Ann.* payable quarterly, as herein after is mentioned; **And alſo whereas** the ſaid *S. T.* hath leaſed and to Farm letten unto the ſaid *F. S.* the Stock of Cattle hereafter mentioned, to be fed and paſtured upon the ſaid Farm, as herein after is expreſſed, for one whole Year, to be accounted from the ſaid Feaſt of, *&c.* and ſo from Year to Year afterwards, for and during the Term of two Years more, if the ſaid *S.* ſhall pleaſe to let the ſame, and not otherwiſe, *viz.* 43 Cows, at and for the Rent of 57 *s. per Ann.* for each and ſeveral Cows, whereof 32 are to be delivered to the ſaid *F.* at *Michaelmas* next, and 11 more, Reſidue of the ſaid 43 Cows, between *Michaelmas* and *Lady-Day* next; and alſo 120 Ewes, at and for the Rent of 6 *s.* 8 *d.* for each ſeveral Score of the Number of Ewes aforeſaid *per Annum*; which ſeveral Rents for the Stock of Cattle aforeſaid after the ſeveral Rates aforeſaid, amounting together to the Sum of 156 *l.* 2 *s.* he the ſaid *F. S.* hath agreed to pay on four Quarter-Days in the Year hereafter mentioned, that is to ſay, The Feaſts of, *&c.* by even and equal Portions; and hath alſo granted unto the ſaid *F. S.* free Liberty to keep in the ſaid Yards of the ſaid *F.* 20 Swine, well wrung and yoked, with a convenient Number of Poultry, allowing unto the ſaid *S. T.* 12 good Capons every Year: **Now** it is thereupon covenanted, granted, concluded and agreed, by and between the ſaid Parties to theſe Preſents, for themſelves, their Executors, Adminiſtrators and Aſſigns, by theſe Preſents, in Manner and Form following, that is to ſay, The ſaid *F. S.* for himſelf, his, *&c.* doth covenant,

Wages. Leaſe of Cattle.

Rent.

venant, &c. to and with the ſaid *S. T.* his, &c. by, &c. that he the ſaid *F. S.* ſhall and will at his and their own proper Coſts and Charges, in a good Husband-like Manner, and at ſeaſonable Times in the Year, from Time to Time during ſo long as he ſhall continue in the ſaid Service of the ſaid *S.* well and ſufficiently plough and keep in Tillage the Number of 150 Acres, little more or leſs, Parcel of the Farm aforeſaid, every Year yearly, and ſhall and will leave 50 Acres thereof, to be laid fallow every other Year, and plough the ſame 50 Acres four Times before it be ſowed again, and ſhall ſow the remaining 100 Acres at ſeaſonable Times in the Year with ſuch Corn and Seed as the ſaid *S. T.* his Executors or Aſſigns, ſhall from Time to Time direct and appoint; and the ſame ſo ſown ſhall in good Husband-like Manner harrow, and in like Manner, if need be, roll the ſame in Seaſon; **And** that he the ſaid *F. S.* his Servants and Aſſigns, ſhall from Time to Time during the Term of three Years, or ſo long thereof as he ſhall remain in the ſaid Service of the ſaid *S. T.* at ſeaſonable Times in the Year, in a good Husband-like Manner reap, cut down and ſhock all the Corn that ſhall ſtand, grow, or be in or upon the ſaid Farm, or any Part thereof, and do all other Things that ſhall be convenient for making the ſame fit to be houſed, and then ſhall fetch in and lay up the ſame in the Barn belonging to the Farm; **And alſo** well and ſufficiently repair, maintain, keep and amend the Hedges, Fences and Incloſures of or belonging to the ſaid Farm and Premiſſes, in, by and with all needful and neceſſary Reparations and Amendments during the ſaid Term; **And** ſhall and will ley all the Meadows of the ſaid Farm from *Lady-Day* to *Midſummer*, or ſo much longer every Year during ſo long of the ſaid Term of three Years as he ſhall continue in the ſaid Service of the ſaid *S.* his Executors or Aſſigns, as ſhall be convenient for Hay; **And** ſhall and will alſo at ſeaſonable Times in the Year yearly during the ſaid Term, in good and Husband-like Manner mow all the ſaid Meadows, and in like Manner make up all the Hay, and fetch and carry it from the ſaid Meadow to the Yard belonging to the ſaid Farm, and there lay it up in a Stack or Stacks; **And** ſhall and will lay all the Dung, Soil and compoſt, that ſhall be made in or about the Yards and Out-houſes belonging to the ſaid Farm, and ſuch other Dung and Soil as the ſaid *S. T.* ſhall buy and provide for that Purpoſe, to and upon ſuch Part of the Lands and Grounds of the ſaid Farm as the ſaid *S. T.* ſhall from Time to Time direct and appoint; and at ſeaſonable Times in the Year ſhall there ſpread the ſame, together with all the Mole-hills and Dung that ſhall be made by the Cattle upon the Paſture Grounds. **And furthermore** the ſaid *F. S.* doth covenant and agree to and with the ſaid *S. T.* his, &c. that for the better managing and performing of the Buſineſs aforeſaid, he the ſaid *F. S.* at his own proper Coſts and Charges, ſhall hire, find and provide two able and ſufficient Ploughmen, who ſhall be aiding and aſſiſting to the ſaid *F. S.* in Performance of all and every the Work and Buſineſs aforeſaid, to carry out all ſuch Corn and other Things as the ſaid *S. T.* ſhall from Time to Time order and appoint, either to the now Dwelling-houſe of the ſaid *S. T.* in, &c. or to ſuch other Place and Places as he ſhall alſo direct and appoint; and ſhall alſo go with the Team of the ſaid *S. T.* to the Highways, from Time to Time as occaſion ſhall require, there to repair and amend the ſame, and do and perform all ſuch Works and Buſineſs with the ſaid Team as the ſaid *S. T.* ſhall from Time to Time order, think fit and appoint. **And** the ſaid *F. S.* for himſelf, his, &c. doth further covenant, &c. to and with the ſaid *S. T.* his, &c. by theſe Preſents, that the ſaid *F. S.* his Executors or Aſſigns, ſhall and will yearly and every Year during the ſaid Term, or ſo long thereof as it ſhall pleaſe the ſaid *S. T.* to let to Farm to the ſaid *F. S.* the Stock and Cattle aforeſaid, well and truly pay or cauſe to be paid unto the ſaid *S. T.* his, &c. the ſaid yearly Rent or Sum of, &c. of, &c. on the four Quarterly Days of Payment thereof above mentioned, by even and equal Portions; **And alſo** ſhall and will, at his own proper Coſts and Charges, bear and pay all the Tithes that ſhall grow due during the ſaid Term for all the ſaid Stock of Cattle, Cows and Ewes aforeſaid; **And** ſhall not or will not at any Time or Times during the ſaid Term feed, or cauſe or ſuffer to be fed, or put into or upon any of the ſaid Lands or Grounds of the *S. T.* Part of the Farm aforeſaid, any more or other Cattle than the ſaid Stock aforeſaid, or than ſuch Cattle or Horſes as ſhall pleaſe the ſaid *S. T.* to let into the ſame; nor ſhall keep any more Swine upon the Farm aforeſaid, than the ſaid 20 for his own Uſe, and three Hogs for the Uſe of the ſaid *S. T.* all which Hogs and Swine he the ſaid *F. S.* ſhall and will from Time to Time during the ſaid Term keep well wrung and yoked; **And alſo** if it ſhall happen that the ſaid Stock of Cattle letten as aforeſaid, or the ſaid Swine, or any of them at any Time during the ſaid Term, to hurt, damage, waſte or ſpoil any of the Meadows or Corn of the ſaid *S. T.* that then and ſo often as the Caſe ſhall happen, he the ſaid *F. S.* his Executors or Aſſigns, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *S. T.* his Executors or Aſſigns, the full Value of lawful Money of, &c. of all ſuch Corn and Graſs ſo hurted, damaged, ſpoiled or waſted as aforeſaid: **In Conſideration** of all which Premiſſes he the ſaid *S. T.* for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant, grant and agree, to and with the ſaid *F. S.* his Executors and Aſſigns, by theſe Preſents, in Manner and Form following, that is to ſay, That he the ſaid *S. T.* his Executors or Aſſigns, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *F. S.* the ſaid yearly Rent, Sum or Salary

The Servants to plough, &c.

Reaping, &c.

Fences.

Meadows.

Mowing, &c.

Dung, &c.

The Servant to find Ploughmen. What to do.

Covenant to pay Rent for the Cattle.

Tithes.

Not to put more Cattle &c. than agreed for.

Damages by Cattle.

Salary for Servitude.

of 30 *l.* of, *&c.* during ſo long of the aforeſaid Term of three Years as he the ſaid *F. S.* ſhall continue in the ſaid Service and Employment of the ſaid *S. T.* on the ſaid four Quarterly Days herein before particularly limited and mentioned for Payment of the aforeſaid Rent of, *&c.* by even and equal Portions; **And alſo** that he the ſaid *F. S.* ſhall or may, for and under the ſaid yearly Rent of, *&c.* and obſerving, performing, fulfilling and keeping all and ſingular the Covenants, Grants, Articles and Agreements herein contained on his Part to be obſerved, performed, done, fulfilled and kept, according to the true Intent and Meaning of theſe Preſents, have hold and enjoy the Advantage ariſing by the ſaid Stock of Cattle to his own proper Uſe for and during the Term of one Year, to be accounted from *Michaelmas* next as aforeſaid, and ſo from Year to Year afterwards, for and during the Term of two Years more, if he the ſaid *S. T.* ſhall not within three Months next before the End of the ſecond Year, give or leave Notice or Warning at the Meſſuage belonging to the ſaid Farm, that he is minded and determined otherwiſe to diſpoſe of the ſame; **And** ſhall and may depaſture the ſame Stock of Cattle, together with the Horſes and other Cattle of the ſaid *S. T.* in and upon the Paſture Ground belonging to his Farm aforeſaid, in reaſonable Times of the Year, and feed the Milch Cows and Sheep with Hay in the Winter, together with the Horſes of the ſaid *S. T.* and the dry Cows only with Straw, without any Let, Suit, Trouble, Moleſtation or Hindrance of or by the ſaid *S. T.* his Executors, Adminiſtrators or Aſſigns, or any of them, or any other Perſon or Perſons lawfully claiming or to claim from, by or under him, them, or any of them, or by his, their or any of their Means, Conſent or Procurement. **Provided always,** and it is agreed by and between the ſaid Parties to theſe Preſents, That if any of the Cows, Part of the ſaid Stock of Cattle letten as aforeſaid, ſhall happen to calve twice in one Year during the Continuance of the ſaid Stock in the Hands of the ſaid *F. S.* then and in ſuch Caſe the ſecond Calf, as ſhall ſo happen to fall in one Year as aforeſaid, ſhall or may be had, received and enjoyed by the ſaid *S. T.* his Executors, Adminiſtrators or Aſſigns, together with the Milk of each Cow from ſuch her ſecond Calving until ſhe grows dry again, without any Let, Suit, Denial, Moleſtation, Hindrance or Interruption of or by the ſaid *F. S.* his, *&c.* **Provided alſo,** and it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, and the ſaid *F. S.* for himſelf, his, *&c.* doth covenant, *&c.* to and with the ſaid *S. T.* his, *&c.* by theſe Preſents that he the ſaid *S. T.* ſhall at any Time or Times, during the ſaid Term of the firſt two Years of the ſaid three Years, take into his own Hands the ſaid Stock of the Cattle ſo letten unto the ſaid *F. S.* as aforeſaid, or otherwiſe to diſpoſe of the ſame, and of ſuch his Mind and Determination ſhall give or leave Notice or Warning three Months before the End of either of the ſaid two firſt Years at the Farm aforeſaid, then he the ſaid *F. S.* his Executors and Adminiſtrators, ſhall and will, at the End of the ſaid three Months next after ſuch Notice or Warning given or left as aforeſaid, well and truly deliver or cauſe to be delivered unto the ſaid *S. T.* his, *&c.* all and ſingular the Stock of Cattle aforeſaid, 43 Cows, 120 Ewes, to be at his diſpoſing, without any further Claim, Denial or Hindrance of or by him the ſaid *F. S.* his, *&c.* or any of them. **In Witneſs,** &c.

Servant's Profit of the ſaid Cattle.

Warning. Depaſturing Cattle.

Calves.

When the Maſter may take into his own Hands the Stock of Cattle, *&c.*

Eleventhly, Agreements concerning the Building Houſes, &c. and performing other Work.

An Agreement for building a Houſe according to a Plan annexed, and with ſuch Materials as ſhall be found the Builder by the Owner of the Houſe.

Be it remembred, That on this —— Day of —— it is agreed between *A. B.* of —— and *C. D.* of —— in Manner and Form following, (to wit,) The ſaid *C. D.* for the Conſiderations herein after mentioned, doth for himſelf, his Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *A. B* his Executors, Adminiſtrators and Aſſigns, that he the ſaid *C. D.* or his Aſſigns, ſhall and will within the Space of —— next after the Date hereof, in good and Workman-like Manner, and according to the beſt of his Art and Skill, at —— well and ſubſtantially erect, build, ſet up and finiſh one Houſe or Meſſuage according to the Draught or Scheme hereunto annexed, of the Dimenſions following, *viz.* —— and to compoſe the ſame with ſuch Stone or Brick, Timber, and other Materials, as the ſaid *A. B.* or his Aſſigns, ſhall find and provide for the ſame: **In Conſideration** whereof the ſaid *A. B.* doth for himſelf, his Executors and Adminiſtrators, covenant and promiſe to and with the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, well and truly to pay or cauſe to be paid unto the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, the Sum of —— of lawful *Britiſh* Money, in Manner following, (to wit) —— *l.* Part thereof at the Beginning of the ſaid Work, —— *l.* more, another Part thereof, when the ſaid Work ſhall be half done, and the Remaining —— *l.* in full for the ſaid Work, when the

Covenant to build.

To pay for the ſame.

the ſame ſhall be compleatly finiſhed; **And alſo** that he the ſaid *A. B.* his Executors, Adminiſtrators or Aſſigns, ſhall and will, at his and their own proper Expence, find and provide all the Stone, Brick, Tile, Timber, and other Materials neceſſary for making and building of the ſaid Houſe. **And** for the Performance of all and every the Articles and Agreements above mentioned, the ſaid *A. B.* and *C. D.* do hereby bind themſelves, their Executors, Adminiſtrators and Aſſigns, each to the other, in the penal Sum of ——— firmly by theſe Preſents. **In Witneſs**, &c. The Owner to find Materials.

An Agreement for taking down an old Houſe and building a new one, the Builder to find Materials.

Articles, &c. **Between** *J. F.* and *R. C. viz.*

Imprimis, the ſaid *R. C.* for himſelf, his, *&c.* doth covenant, *&c.* to and with the ſaid *J. F.* his, *&c.* by, *&c.* in Manner and Form following, that is to ſay, That he the ſaid *R. C.* his, *&c.* or ſome of them, for the Conſideration hereafter mentioned, ſhall and will forthwith take down the now Dwelling-houſe of the ſaid *J. F.* ſituate, *&c.* and in the Room thereof ſhall make, erect, build and ſet up one new Tenement or Dwelling-houſe, to be 40 Feet wide and 50 Feet long, together with a Cellar of the ſame Length and Breadth, and ſhall alſo make four Rooms on each Floor, and ſhall find and provide at his own proper Coſts and Charges all and all Manner of Tiles, Bricks, Laths, Nails, Lead, Iron, Sand and Lime, and all other Materials whatſoever, which ſhall be fit and neceſſary to be uſed in or about the ſaid Building, and ſhall carry away all Rubbiſh whatſoever which ſhall ariſe by Reaſon of the ſaid Building; *And* ſhall and will in all Things well and workmanlike erect, ſet up and finiſh the ſaid Building at or before the 10th Day of *March* next enſuing the Date hereof. **In Conſideration** of which ſaid Building, ſo to be done and finiſhed in Manner and Form aforeſaid, the ſaid *J. H.* for himſelf, his, *&c.* doth covenant, *&c.* (*to pay for the Building, as in others.*) **In Witneſs**, &c.

An Agreement to pull down an old Farm-Houſe and build a new one, and to build a Cellar, Pantry and Brewhouſe, with Rooms over, purſuant to a Plan annexed, with good Deſcriptions as to every particular Part of the Buildings; the Money to be paid at different Times, as the Work is done, with a ſpecial Agreement to prevent further Charges; the Builder to have the old Materials and uſe ſuch as are ſound and good.

Articles of Agreement made, &c. **Between** *W. P. W.* of, *&c.* Eſq; of the one Part, and *S. E.* of, *&c.* Carpenter, of the other Part, as followeth, that is to ſay,

Imprimis, The ſaid *S. E.* for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant, promiſe and agree to and with the ſaid *W. P. W.* his Heirs, Executors, Adminiſtrators and Aſſigns as followeth, (that is to ſay,) That the ſaid *S. E.* his Executors, Adminiſtrators, Workmen or Aſſigns, ſhall and will forthwith, for the Conſidertion herein after mentioned, at his, their, ſome or one of their proper Coſts and Charges, pull down one old Farm Houſe at *N.* in the ſaid County of *M.* now in the Tenure of *J. W.* Yeoman, Tenant to the ſaid *W. P. W.* **And alſo**, That he the ſaid *S. E.* his Executors or Adminiſtrators, ſhall and will, at his or their own Charges, well and effectually, erect, build, compleat and finiſh, (on or near the Ground where the old Farm-Houſe now ſtands or lately ſtood) one good and ſubſtantial new Farm-Houſe, according to a Plan or Draught hereunto annexed, and with ſuch Materials, Thickneſs of Walls and Scantlings of Timber, and with ſuch Windows, Pavements and Conveniencies, and in ſuch Manner and Form, as is herein after ſtipulated and expreſſd, (that is to ſay,) **The** firſt Story to be nine Feet high in the Clear, the ſecond Story to be nine Feet high in the Clear, the Garrets to be ſix Feet ſix Inches high in the Clear; **The** Foundation of the Houſe to be one Foot ſix Inches deep below the Sill of the Front Door, the ſaid Foundation to be two Bricks thick to the Top of the Parlour Floor; the Foundation next the Waſh-houſe and Cellar to be two Feet deeper, by Reaſon of ſinking the ſaid Cellar lower than the Houſe; the Walls of the Houſe to be one Brick and half thick from the Ground to the Plate of the Roof, or Top of the Garret Floor, the Gable Ends on each Side the Chimney to be one Brick thick in the Garret Floor; **The** Roof to be covered with plain Tyles Covenant to pull down an old Houſe, and build a new one, according to a Plan annexed. Height of the Stories. Thickneſs of the Walls. The Roof how covered. Kitchen and

Paſſage paved, Parlour Floor. Wainſcot. Shutters. Partition. Lining Kitchen, &c. Racks. Dreſſer. Out Door. Locks. Bolts. Window Frames. Girders. Joyſts. Rafters. Floors. Stairs. Partitions of Chambers. Doors therein. Skirting. Jambs of Chimnies. Cielings. Caſements. Glazing. Eaves of the Houſe. Painting. To build a Cellar, Pantry and Brewhouſe, according to a Plan. Pavement. Foundation. Upper Part. Funnel. Rooms. Dreſſers, &c. in the Pantry. Roof. All to be Workmanlike, according to the Plan. Time limited.

Tyles laid on Hart-Laths of Oak; The Kitchen and paſſage to be paved with good hard well burnt Stock Bricks; The Parlour to be boarded with Yellow Deals free from Sap, and laid on good ſound Ground Joyſts of Oak; To wainſcot the Parlour with ſquare Deal Wainſcot, with Shutters to the Windows in the ſaid Parlour and Kitchen; To make a Partition between the Paſſage and Kitchen of whole Deal and ſlit Deal, with a framed Door to the ſaid Partition; To line the Jambs of the Kitchen Chimney with whole Deal, with a Shelf, and a Pair of Spit-Racks over the ſaid Chimney; To put up a Dreſſer with three Shelves in the ſaid Kitchen; To make the outſide Door-Caſes of Oak Scantling ſeven Inches by five Inches, with ſtrong whole Deal Doors, glew'd, legg'd and batten'd; To put on a good Lock and Key and two Iron Bolts to each outſide Door; All the Window Frames to be made with Oak-ſills, the reſt of the ſaid Frames of yellow Fir free from Sap, the Scantlings four Inches by three Inches; All the Girders of the ſaid Building to be twelve Inches by nine Inches; All the Joyſts to be ſeven Inches by three Inches; The Rafters of the Roof to be five Inches by three Inches; All the ſaid Joyſts and Rafters to be laid not to exceed thirteen Inches aſunder; To lay all the Floors in the Chambers and Garrets with yellow whole Deal free from Sap; To make all the Steps of the Stairs of whole Deal free from Sap; To incloſe all the Chambers with whole Deal and ſlit Deal Partitions, with framed Doors in the ſaid Partitions, with one Iron Latch to each inſide Door of the Houſe; To put a ſlit Deal Skirting round the Rooms eight Inches wide, to preſerve the Walls from breaking; To line the Jambs of the Chimnies with ſlit Deal, with a Shelf over each Chimney; To lath and plaiſter all the Cielings and Garrets, and render all the Brick Walls, and whiten the ſame; To put in twelve Iron Caſements in the moſt convenient Places of the ſeveral Windows, with an Iron Stay to each Caſement; To glaze all the Windows with a good ſubſtantial Lead to the ſaid Glaſs; To put a handſome whole Deal Corniſh and Faſia under the Front Eaves of the Houſe; To do all the outſide Painting three Times in Oil, and to do all the inſide Painting, as Wainſcot and Partitions and Chimney Pieces, *&c.* once in Size and twice in Oil; To build a Cellar and Pantry and Brewhouſe, as the ſaid Plan or Draught hereunto annexed directs, with three Rooms over the ſame; The Pavement of the Brewhouſe and Cellar to lie two Feet ſix Inches below the Floor of the Houſe; The Foundation of Brick-work to be carried up three Feet high, and one Brick and half thick; The upper Part of Timber, and paned with Brick, the Timber for the ſaid Brick Paning not to exceed two Feet aſunder from each other, a Funnel of Brick-work to be carried up, in order to hang a Copper under; To make three Rooms over the ſaid Cellar and Brewhouſe and Pantry, and board the ſaid three Rooms with old Boards, if there ſhall be enough that are good and ſound; if not, then to make good what ſhall be wanting with new Boards; To plaiſter all the Cielings and Walls of the ſaid Rooms, and to put up one whole Deal Dreſſer and ſix whole Deal Shelves in the Pantry; To make the Roof of the ſaid three Rooms of the ſame Scantlings as the Roof of the Dwelling Houſe, and to cover the ſame as the ſaid Houſe is to be covered; To do all Carpenters, Bricklayers, Plumbers, Glaziers, Plaiſterers, Smiths, and Painters Work, in good, ſubſtantial and workmanlike Manner, according to the Plan or Draught hereunto annexed; **And alſo**, That he the ſaid *S. E.* his Executors or Adminiſtrators, ſhall and will well and effectually build, compleat and finiſh the ſaid Farm-Houſe, and all other the Work hereby undertaken and agreed to be built, finiſhed and compleated, in Manner and Form, and according to the Method hereby, and by the ſaid Plan or Draught hereunto annexed, preſcribed, agreed and expreſſed, on or before the ——— Day of ——— next enſuing the Day of the Date of theſe Preſents: **In Conſideration** whereof the ſaid *W. P. W.* for himſelf, his Heirs, Executors and Adminiſtrators, and every of them, doth covenant, promiſe and agree to and with the ſaid *S. E.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, That he the ſaid *W. P. W.* his Executors or Adminiſtrators, ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid *S. E.* his Executors, Adminiſtrators or Aſſigns, the Sum of, *&c.* in Manner following, (that is to ſay) The Sum of —— *l.* Part thereof, at the laying of the Chamber Floors of the ſaid Houſe, the Sum of —— *l.* other Part thereof, at the Tyling in of the ſaid Building, and the Sum of —— *l.* other Part thereof, at the carrying up all the Stairs, and laying all the Floors and Pavements, and glazing and incloſing the ſaid Building, and the Sum of —— *l.* Reſidue of the ſaid Sum of —— *l.* within 21 Days next after the ſaid new Farm-Houſe ſhall be compleated and finiſhed; and all other the Work hereby undertaken and agreed to be performed, finiſhed and compleated, ſhall be ſo performed, finiſhed and compleated in Manner and Form, and according to the true Intent and Meaning of theſe Preſents. **And laſtly**, It is hereby farther agreed by and between the ſaid Parties hereto, that it ſhall and may be lawful to and for the ſaid *S. E.* to have all the Materials, of what Sort or Kind ſoever they are, that are now, or lately were ſtanding in the ſaid old Farm-Houſe, to be fully and wholly the Property of him the ſaid *S. E.* and to have Liberty to make uſe of all ſuch of the ſaid old Materials as ſhall be found and good, and fitting to uſe again in the ſaid now intended Building.

Covenant to pay for the Building as the Work goes on.

The Builder to have the old Materials, and uſe ſuch as are ſound.

And to the Intent that the utmoſt of the Charge of the above mentioned Building may be fully known, and that the Expence may not exceed the Sum of —— *l.* it is hereby agreed by both Parties, That no Verbal Orders or Agreements given or made by either Party, in any Caſe whatſoever, ſhall be any Ways binding to each other, (except ſuch Particular ſhall be under the Hand and Seal of ſuch of the ſaid Parties as ſhall make any Alteration in the aforegoing Articles.) And laſtly, It is farther agreed between the ſaid Parties, That if any Diſpute ſhall ariſe relating to the Performance of the aforegoing Articles, that the ſame ſhall forthwith be left to the Determination of two indifferent Perſons, the one to be named by the ſaid *W. P. W.* and the other by the ſaid *S. E.* as Arbitrators, or to ſuch Umpire as ſhall be choſen by the ſaid Arbitrators, in Caſe of their Diſagreement; and what Award or Umpirage ſhall be made and given up in Writing under their ſeveral Hands and Seals, if ſo required, ſhall be final, provided the ſame be ſo made within fourteen Days after the ſaid Perſons ſhall be ſo named and choſen as aforeſaid. In Witneſs, &c.

That the utmoſt Charge may be known.

No Verbal Orders ſhall be binding.

Diſputes to be determined by Arbitration.

Another, with different Deſcriptions for the building a grander Houſe in a Town.

Articles, &c. Between *W. L.* of, *&c.* of the one Part, and *J. P.* of, *&c.* Joyner, of the other Part, *viz.*

Imprimis, The ſaid *J. P.* for and in Conſideration of a competent Sum of Money herein after mentioned, doth for himſelf, his Executors, Adminiſtrators and Aſſigns, covenant, promiſe and agree, to and with the ſaid *W. L.* his Executors, Admiſtrators and Aſſigns, by theſe Preſents, (that is to ſay,) That he the ſaid *J. P.* his Executors, Adminiſtrators, Workmen, Servants or Aſſigns, or ſome or one of them, ſhall and will at his, their, or ſome or one of their own proper Coſts and Charges, take down and demoliſh one certain Meſſuage or Tenement now in the Poſſeſſion or Occupation of the ſaid *W. L.* ſituate, *&c.* and in the Place and Stead thereof, at the like proper Coſts and Charges of him the ſaid *J. P.* his Executors, Adminiſtrators, Workmen, Servants or Aſſigns, finding all Stuffs, Materials, and Workmanſhip of and belonging to Bricklayer, Carpenter, Plaiſterer, Smith, Glazier, Plumber, Joyner, Painter, Maſon, Diggers and Clearers Work, with good Stuffs and Materials in good ſubſtantial and Workman-like Manner, build, erect, ſet up and finiſh one new Brick Meſſuage or Tenement, to contain in the fore Front thereof 26 Foot of Aſſiſe, or thereabouts, and in the back Front thereof —— Foot of Aſſiſe, or thereabouts, and in Depth from Front to Rear 33 Foot of Aſſiſe, or thereabouts, little more or leſs; and alſo a Stack of Cloſets to adjoin to Part of back Front of the ſaid Houſe, to be nine Foot in Length, and nine Foot in Breadth, in Manner and Form following, (that is to ſay,) Shall dig and make a Vault of Brick under that Part of the Houſe intended for the Shop, and dig and make two Cellars under the two Parlours, and ſhall and will build the ſaid Houſe and Cloſets in Height and Number of Stories, Thickneſs of Walls and Scantlings of Timber following; (that is to ſay) The Cellars and Vaults to be five Foot and a Half clear in Height, the firſt Story above ground to be nine Foot and a Half clear, the ſecond Story to be ten Foot clear, and the third or Laſt Story to be ſeven Foot and a Half clear; the Front and rear Walls to be two Bricks and a Half in Thickneſs from the Foundations thereof to the Top of the firſt Story, and afterwards two Bricks in Thickneſs up to the Top of the third Floor, and then one Brick and a Half to the Plates of the Roof, the Flank Walls to be two Bricks in Thickneſs from the Foundations thereof to the Top of the firſt Floor, and afterwards one Brick and a Half in Thickneſs up to the Plates, and the Gable Ends to one be Brick in Thickneſs to the Top of the whole Building, and ſhall make a Brick Wall croſs the End of the Vault and Cellar of one Brick and a Half in Thickneſs, and the Springing Wall for the Vault next the Paſſage, and the fore Cellar of one Brick and a Half in Thickneſs, and turn the Arch of the ſaid Vault one Brick in Thickneſs, and ſhall pave the Vault and Cellars, and Paſſage between the fore Cellar and the Vault, with good, hard, well burnt Bricks, and ſhall build and place ſo many Chimnies within the ſaid Houſe, and Cloſets, as are ſet forth and deſcribed in the Daught or Deſign of the Building drawn and agreed upon, and hereunto annext, and ſhall make ſtreight Arches and Returns to all the Windows and Faſias of rubed and gaged Stock Bricks in the Front next the Green, and ſhall tyle the ſaid Houſe and Cloſets with good, ſound, well burnt plain Tyles, and will lay the firſt Floor of the ſaid Houſe and Cloſets with good ſound Oak Timber, the Girders to be twelve and eight Inches, Joyſts ſix and three Inches, and not to lye above twelve Inches aſunder; the ſecond and third Floors to be of good ſound Yellow Fir-Timber, the Girders to be ten and eight Inches, the Joyſts to be eight and three Inches, and ſhall frame a good ſubſtantial double Roof to the ſaid Houſe, and a good hipt Roof to the Cloſets with good ſtrong Cieling Floors to the ſame, the Rafters of the ſaid Roofs to be of

Bigneſs of the Houſe, Vault, Cellars, Stories, Walls.

Paving Cellars, Chimneys, *&c.* Windows, Floors, Roof.

yellow Fir, and to be five and three Inches, and not to lie above twelve Inches aſunder, and to hip the Roof of the ſaid Houſe on both Sides, and make a middle Gutter in the Roof of the ſaid Houſe, and a handſome Mundillion, Cornice and Gutter in the Front, and ſhall make Saſh-Frames for all the Windows in the Houſe and Cloſets (except the Cellars, which are to be two light Windows and Curbs of Oak,) and ſhall make a ſtrong handſome Street Door, to be glewed, battined and lined with a light over the ſame, and ſhall make ſubſtantial Doors and Caſes to the Cellars and Vault, and Shutters of whole Deal to the Cellar Windows, and ſhall board the Parlour and Drawing Room on the firſt Floor with good ſound dry yellow Deal, ſtreight Joints and clean without Knot or Sap, and board the Shop and Paſſage with good ſound yellow Deals, and ſhall make a handſome Stair-caſe from the firſt Floor to the Top of the upper Floor with Rails and Balliſters to the ſame; the Steps of the ſaid Stairs from the firſt Floor to the Top of the ſecond Floor to be all of clean Deals without Knot or Sap, and ſhall make a good ſubſtantial Pair of Cellar Stairs from the firſt Floor down into the Cellars, and ſhall make and put up ſubſtantial Partitions of ſound Fir-Timber from the firſt Floor to the Top of the Houſe, to incloſe and divide the ſeveral Rooms and Stair-caſe, and ſhall lay all the Rooms and Cloſet on the ſecond Floor with good, ſound, dry yellow Deals with ſtreight Joints, and ſhall lay the third Floor with good yellow Deals and folded Joints, and ſhall find and provide all Luitelling and Bond-Timber fitting for the ſaid Building, and all Mantle-Trees and Taſſils, and ſhall make and put up Palliſado Rails or Pails of Fir before the Front of the ſaid Houſe, every other one of the ſaid Pales to be twiſted, and to be ſet on a Brick Wall to be made by the ſaid *J. P.* one Foot above the Ground, and make handſome Paliſado Pales to divide the Houſe and Garden backwards, and ſhall dig and make a Searce pool of Brickwork in the Garden to be ſix Foot by five Foot, turned with an Arch, and make a Drain from the Houſe to the ſaid Searce-pool to convey the Water into the ſame, and ſhall put up convenient Shelves and Dreſſers in the Kitchen, and make a Sink of Board and Timber and line the ſame with Lead, and make framed Doors of Deal to the Cloſets on each Side the Kitchen Chimney, and make a good ſubſtantial back Door and Caſe next the Garden, and a handſome Shelve over the firſt Door, and cover the ſame with Lead; and ſhall and will wainſcot the Stair-caſe with ſquare Deal Wainſcot Rail-high from the firſt Floor up to the Middle of the third Floor, and ſhall wainſcot the Parlour with Deal Beadwork, with raiſed Pannels, Window-Shutters to fall into Boxes and not to hang into the Rooms, the Drawing Room to be wainſcoted with ſquare Deal-work and Shutters to fall into Boxes, and ſhall make handſome framed Doors next the Entry anſwerable to the Wainſcot of the Rooms, and make a handſome double Arch in the Paſſage, and ſhall make handſome Shutters of whole Deal for the Shop, Kitchen and Cloſet Windows, and ſhall wainſcot all the four Rooms on the ſecond Floor with ſquare Deal-work, and make the Shutters to fall into Boxes as aforeſaid and ſhall make Seats in the Windows to all the wainſcotted Rooms in the Houſe, the Stool-Boards to be of right Wainſcot, and make and put up ſingle Cornice with a Faſia, and Skirting Board round the Rooms of the upper Story, and make framed Doors and Windowſhuts, and Seats in all the ſaid Rooms and Cloſets on the ſaid upper Floor, and make a Trap-Door with a Ladder to it from the upper Story into the Roof, and make and put up a Mantlepiece of Deal to each Chimney in the ſaid upper Story, and make and put up Saſh-Windows with Weights, Lines and Pullies to all the Windows in the ſaid Houſe and Cloſets (except the Cellars) and ſhall and will lath and plaiſter all the Cielings and Partitions, and render all the Walls in the ſaid Houſe and Cloſets where no Wainſcot is to be, and ſhall find, provide and fix Iron Bars to the Cellar Windows, and one Caſement to the fore Cellar; and ſhall find and provide Iron Bars, Faſtnings and Hinges to all the Window-Shutters on the firſt and ſecond Floors, and all Hinges for Doors, and ſhall put on two good ſubſtantial Locks and Bolts to the two outward Doors, and put on ſmooth bright filed Hinges to the two Parlour Doors, and ſhall and will glaze the Cellar Windows with good Quarry-Glaſs in Lead, and all the Saſh-Windows with the beſt Crown-Glaſs, and ſhall and will make and lay all the Gutters of the ſaid Houſe with Lead of ſeven Pound to the Foot, and lay the Hips of the Roofs next the Front with Lead, and make convenient and ſubſtantial Pipes of Lead to bring the Water from the Top of the Houſe into ſuch a proper Place as ſhall be thought fit; and ſhall and will paint all the inſide Wainſcot, Doors, Shutters, Rails and Balliſters on the Stairs of a good Wainſcot Colour, or any other proper Colour as ſhall be required, three Times over in Oyl, and ſhall paint all the outſide Saſh-Windows, Saſh-Frames, Cornices, Doors and Pales three Times over in Oyl; and alſo ſhall and will pave the Kitchen with good Purbeck Stone, and make and ſet ſo many Steps of Stone at the fore Door and back Door as ſhall be convenient and ſhall put up a white Marble Mantlepiece and lay a Slab of the like Stone of 14 Inches in Breadth with Fireſtone Hearth and Coveings in the Parlour Chimney, and ſhall lay a Marble Slab of 14 Inches in Breadth and a Fireſtone Hearth, and put a handſome Molding of Portland Stone round the Front of the Stove Chimney in the Drawing Room, and ſhall lay two Slabs of

Cornice and Gutter.
Saſh Frames.
Doors.
Floors.
Stair-Caſe.
Partitions.
Floors.
Find Timber.
Palliſadoes and Pales.
Searce pool.
Drain.
Dreſſers, &c. in the Kitchen.
Door.
Stair-Caſe Wainſcot, &c.
Windows.
Cielings.
Glaſs, Gutters, Pipes, Painting, Paving, Chimney Pieces, &c.

of Marble 14 Inches broad each, and Fireſtone Hearths in the Chimnies of the two Front Rooms on the ſecond Floor, and lay Portland Slabs of 14 Inches broad and Hearths of Fireſtone in the back Rooms on the ſame Floor, and ſhall lay the Foot Paces of the Chimnies in the upper Story with Portland Slab of 14 Inches broad, and the Hearths with 10 Inch Tyles, and ſhall and will clear and carry away all the Rubbiſh which ſhall be made or occaſioned, as well by the pulling down the old Building, as alſo by the erecting of the new: Rubbiſh. **And further** that he the ſaid *J. P.* his Executors, Adminiſtrators or Aſſigns, ſhall and will at his, their, or ſome of their own proper Coſts and Charges, build, erect, ſet up and finiſh a Waſhhouſe at the lower End of the Yard, to contain in Front 16 Foot, and in Depth 12 Foot of Aſſiſe or thereabouts, more or leſs, and the Extent of the Ground without the Garden behind with Brick Walls eight Foot high in the Front, and a Chimney within the ſaid Waſhhouſe, and pave the Floor with good ſound hard Bricks, and put up a Sink in the ſaid Waſhhouſe, and make a Drain from the Sink to the Searce-pool, and ſhall lath and plaiſter the Cieling of the ſaid Waſhhouſe, and render the Walls thereof, and make a Shedded Roof, and tyle the ſame with Pantyles, and make and put in a Door and Caſe to the ſame and convenient Windows, and make and compleat a Houſe of Office adjoining to the ſaid Waſhhouſe, and ſhall and will finiſh and compleat the ſaid Houſe, Cloſets and Waſhhouſe in all Things of and belonging to Bricklayer, Carpenter, Plaiſterer, Smith, Glazier, Plumber, Joiner, Painter, Maſon, Digger and Clearers Work, with good Stuffs and Materials, in good ſubſtantial and Workman-like Manner, (whether herein mentioned or omitted, or not rightly mentioned) on or before, *&c.* To build a Waſhhouſe. **In Conſideration** of which ſaid Work, Stuff and Materials ſo to be made, provided, done and finiſhed as aforeſaid, he the ſaid *W. L.* for himſelf, his Executors and Adminiſtrators, doth covenant, promiſe and agree, to and with the ſaid *J. P.* his Executors, Adminiſtrators and Aſſigns, and to and with every of them by theſe Preſents; (that is to ſay,) That he the ſaid *W. L.* his Executors or Adminiſtrators, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *J. P.* his Executors, Adminiſtrators or Aſſigns, the full and juſt Sum of 350 *l.* of lawful Money of *England* in Manner and Form following; (that is to ſay,) 100 *l.* Part thereof at the laying on of the firſt Floor, 100 *l.* more, Part thereof, when the ſaid Houſe and Cloſets are tyled therein, and 150 *l.* more, being the Reſt and Reſidue thereof, when all the ſaid Building ſhall be fully finiſhed and compleated in all Things, according to the true Intent and Meaning of theſe Preſents. How the Money for the ſame is to be paid. **And laſtly**, it is hereby concluded and agreed, that the ſaid *J. P.* his Executors, Adminiſtrators and Aſſigns, ſhall have all the old Materials whatſoever, now ſtanding and being upon the Premiſſes whereon the ſaid new Building is to be erected, to do and diſpoſe of at his and their own free Wills and Pleaſures, and that he or they lawfully may uſe and imploy ſuch of the ſaid old Materials in the ſaid new Building, as are or ſhall be fitting to be uſed. Old Materials. **In Witneſs**, &c.

Agreement for leaſing old Houſes to be pulled down, and new ones to be built; of which Leaſes are to be granted as ſoon as built. Security to be given on pulling each old Houſe down, that a new one ſhall be built, agreeable to a Grant from the Crown, which after a certain Time is to be renewed, and a further Term granted to the Builder.

Articles, &c. **Between** *P. G.* of, *&c.* of the one Part, and *J. M.* of, *&c.* Maſon, of the other Part, as follows.

Imprimis, the ſaid *P. G.* doth by theſe Preſents let and agree to demiſe unto the ſaid *J. M.* **All** thoſe 24 Meſſuages or Tenements now in the Poſſeſſion of him the ſaid *P. G.* his Undertenants or Aſſigns, ſituate, *&c.* with the Ground and Soil whereon the ſame Meſſuages or Tenements ſtand, together with all the Yards, Gardens, Backſides, Out-houſes, Buildings and Appurtenances whatſoever, to the ſaid Meſſuages or Tenements, Ground or Premiſſes belonging, or in any wiſe appertaining; **To hold**, &c. **Yielding and paying** therefore yearly and every Year, during the ſaid Term of 49 Years and one Half Year unto the ſaid *P. G.* his, *&c.* as a Ground Rent, the yearly Rent or Sum of 140 *l.* of, *&c.* quarterly, free and clear of and from all and all manner of Quit-Rents, Parliamentary, parochial of all other Taxes, Charges, Payments and Aſſeſſments that are, ſhall or may be levied or aſſeſſed upon either Ground or Houſes, upon any account whatſoever, and the ſame to be paid on, *&c.* **And yielding and paying** therefore unto the ſaid *P. G.* his, *&c.* for the laſt Half year of the ſaid Term of 49 Years and one Half Year, the Sum of 70 *l.* of like lawful Money of *Great Britain*, free, *&c.* as aforeſaid, by two equal Payments, at the two moſt uſual Quarterly Feaſts or Days of Payment which ſhall

Agreement to leaſe old Houſes and the Ground they ſtand on. *Habendum.* *Reddend'* for 49 Years 140 l. *per Ann* free, *&c.* *Reddend'* for the laſt Half Year.

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Agreement that as ſoon as the old Houſes are pulled down and new ones built,

be next after the End of the ſaid 49 Years. **Item**, It is covenanted and agreed by and between the ſaid Parties to theſe Preſents, and the ſaid *P. G.* in Conſideration of the Rent herein before reſerved and made payable, and in Conſideration of the new Meſſuages and Tenements herein after covenanted and agreed by the ſaid *J. M* to be erected and built upon the Ground hereby let, **Doth** for himſelf, his Executors, Adminiſtrators and Aſſigns, covenant, promiſe and agree to and with the ſaid *J. M.* his, *&c.* by, *&c.* in Manner following, (that is to ſay,) That he the ſaid *P. G.* his, *&c.* ſhall and will, at the Coſts and Charges of the ſaid *J. M.* his, *&c.* when and ſo ſoon as the ſaid Meſſuages or Tenements, or any two or three of them, ſhall be pulled down, and the intended Meſſuages or Tenements to be erected and built in lieu thereof, ſhall be new built and tiled in, grant unto the ſaid *J. M.* his Executors Adminiſtrators or Aſſigns, one Indenture or Indentures of Leaſe of the ſaid new Meſſuages or Tenements, and ſo on, until ſuch Leaſes ſhall be granted of all the ſaid Premiſſes; **To hold** for the remaining Time of the ſaid Term of 49 Years and one Half Year; **In which** Leaſes ſo to be granted of the Premiſſes, ſhall be reſerved and made payable a Quit-Rent to the King and his Succeſſors, and alſo unto the ſaid *P. G.* his Executors, Adminiſtrators and Aſſigns, the ſaid yearly Rent or Sum of 140 *l.* clear of and from all and all Manner of Taxes, Charges and Aſſeſſments whatſoever, as aforeſaid, and ſhall be reſerved and made payable quarterly; and in Caſe ſuch Payment be not made within 14 Days after every ſuch Quarter-Day or Days of Payment as aforeſaid, lawful Demand being made thereof, that then, *&c.* (*Clauſe of Re-entry*, ſee Tit. **Leaſes**.)

to grant Leaſes of the new ones for the Remainder of the aforeſaid Term then to come, reſerving a Quit-Rent to the King, and the aforeſaid Rent to the Leſſor.

Item, It is agreed by and between the ſaid Parties to theſe preſents, that in each ſeparate Leaſe, as aforeſaid covenanted to be granted of the ſaid Premiſſes, there ſhall be reſerved and made payable a proportionable Part of the Quit-Rent to the Crown, and alſo unto the ſaid *P. G.* his, *&c.* a proportionable Part of the yearly Ground Rent of 140 *l.* agreed upon as aforeſaid, with Reſpect to the Number of Feet in Front next the Street, and in Conſideration of the Depth and Situation of the Ground ſo let, which ſhall be deſcribed particularly and ſet forth in each reſpective Leaſe ſo granted, as are ſettled by the Parties concerned, (*viz.*) The 100 Feet, or thereabouts, fronting *G. S.* Street, being in Depth 70 Feet or thereabouts, at 10 *s. per* Foot, and likewiſe the 100 Feet at the upper End of the Ground in *V.* Street, about the ſame Depth, at 10 *s. per* Foot, and 53 Feet, or 54 Feet, next below that and joining to it, at 8 *s. per* Foot, and for the remaining Part, which is turning the Corner into *L. S.* Street, being 86 or 87 Feet, at 7 *s. per* Foot.

In each Leaſe a proportionable Part of the Rents is to be reſerved,

and uſual Covenants inſerted, agreeable to theſe Articles, and not to confine the Leſſee's Building, *&c.*

And it is hereby agreed, That in ſuch Leaſes ſhall be contained the common uſual and reaſonable Covenants contained in Building Leaſes; **But nevertheleſs**, according to the Tenor or true Intent and Meaning of theſe Preſents; neither are they to confine or limit the ſaid *J. M.* with Reſpect to the Manner of the Building to be erected on the ſaid Ground, provided there be good and ſubſtantial Brick Houſes built in the Front of the ſaid Ground next the ſaid Street on all Sides, nor to reſtrain or prohibit any Trade or Occupation to be uſed or carried on in any of the ſaid Buildings, except ſuch as ſhall be in any wiſe deemed a Nuſance or Prejudice to the other Part of the ſaid Buildings, and in ſuch Caſe not to be allowed of; **And** it is agreed, that the ſaid *P. G.* is and ſhall be indemnified and exempted from all Charges and Troubles that may ariſe about the ſaid Ground or Houſes, by Means of any Contentions about Party Walls, Pavements, Waters or Water-Courſes, or any Thing whatſoever during the whole Term expreſt.

Leſſor's Indemnity from Charges, *&c.*

Item, In Conſideration of the Premiſſes, the ſaid *J. M.* for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant, promiſe and agree to and with the ſaid *P. G.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, that he the ſaid *J. M.* his, *&c.* ſhall and will accept of ſuch Leaſes to be granted as aforeſaid, and duly ſeal and execute Counterparts thereof, and the ſaid *J. M.* doth further covenant and agree to give the ſaid *P. G.* undeniable and ſatisfactory Security, that whatſoever of the old Buildings he the ſaid *J. M.* his Executors, Adminiſtrators or Aſſigns, ſhall pull down, there ſhall be new, good and ſubſtantial Houſes built and erected, according to the Limitations and Directions of the Crown Grant, in the Room of them, and that he the ſaid *J. M.* will depoſit and lodge in the Hands of the ſaid *P. G.* 100 *l.* which ſhall remain and continue without Intereſt, until there ſhall be built and finiſhed as many new Houſes upon the Premiſſes as ſhall be judged a ſufficient Security for the aforeſaid Rent, to be determined by two indifferent Perſons, each Party chuſing one.

The Builder's Agreement to accept ſuch Leaſes, and execute Counterparts, and give Security that on pulling down old Houſes, new ones ſhall be built, according to the Crown Grant.

Item, It is further agreed by and between the ſaid *P. G.* and *J. M.* for themſelves, their Executors, Adminiſtrators and Aſſigns, That he the ſaid *P. G.* his Heirs, Executors, Adminiſtrators or Aſſigns, ſhall endeavour within 30 Years, or thereabouts, to procure or obtain from the Crown a further Leaſe, and then to grant to the ſaid *J. M.* his Heirs, Executors, Adminiſtrators and Aſſigns, a further Term of 10 Years and one Half Year, by Leaſe or Leaſes of the ſaid Premiſſes, to commence from the Determination of the ſaid Term of 49 Years and one Half Year by Rent of 140 *l.* clear of all Quit-Rents, Taxes and Aſſeſſments whatſoever, as aforeſaid, and a proportionable Rent for the aforeſaid one Half Year, clear as aforeſaid.

The Leſſor covenants, that in about 30 Years to procure a further Leaſe from the Crown, and then to grant his Leſſee a further Term.

Provided nevertheleſs, and upon this Condition, That the ſaid *J. M.* his, *&c.* ſhall pay unto the ſaid *P. G.* his, *&c.* one Half Part of the Fine and Expences of

The Leſſee to

pro-

procuring ſuch further Leaſe from the Crown; **And** the ſaid *J. M.* for himſelf, *&c.* doth covenant, *&c.* to and with the ſaid *P. G.* his, *&c.* by, *&c.* That notwithſtanding the ſeveral Leaſes that may be granted of the ſaid Premiſſes by Virtue of theſe Preſents, whereby the ſaid yearly Ground-Rent will be divided and ſeparated, yet the ſaid *J. M.* his, *&c.* ſhall and will yearly and every Year, during the full Term of the Leaſe granted, or to be granted, pay, or cauſe to be paid, duly and truly, the Quit-Rent to the Crown, and likewiſe during the Life of the ſaid *P. G.* and *E.* his Wife, and the Survivor of them, collect the ſaid yearly Ground-Rent of 140 *l.* to be reſerved by ſuch ſeparate Leaſes, and pay the ſaid yearly Ground-Rent ſo reſerved by theſe Preſents unto the ſaid *P. G.* his Executors, Adminiſtrators or Aſſigns, as the ſame ſhall become due and payable according to the Reſervation thereof in theſe Preſents contained, and the true Intent and Meaning of theſe Preſents; it being the true Intent and Meaning thereof, that during the Life of the ſaid *P. G.* and his ſaid Wife, he the ſaid *P. G.* his Executors, Adminiſtrators and Aſſigns ſhall not have the Trouble of collecting the Rent to be reſerved by ſuch ſeveral Leaſes to be granted of the Premiſſes, by Virtue of theſe Preſents, of the Leſſees to be named in ſuch Leaſes, or of their Aſſigns, but that the aforeſaid Quit-Rent ſhall be paid to the Crown by the ſaid *J. M.* his, *&c.* and likewiſe the ſaid yearly Ground-Rent of 140 *l.* to be paid to him the ſaid *P. G.* his, *&c.* during the Life of him and his Wife, and the Survivor of them, as aforeſaid, by intire equal quarterly Payments, as the ſame ſhall become due and payable, according to the Reſervation thereof in theſe Preſents contained, except the ſaid *P. G.* or his Wife, or the Survivor of them, ſhall chuſe or undertake the doing of it themſelves; and in ſuch caſe not to be obſtructed in the doing of it. **But notwithſtanding all this,** if the ſaid *J. M.* ſhall neglect or refuſe to depoſit the 100 *l.* nor will give the Security as above expreſt, and according to his Promiſe, that then theſe Articles to be void and of no Effect, or otherwiſe to remain in full Force; and this to be done before the Signing of any Leaſe. **In Witneſs,** &c.

pay Half the Fine to the Crown, *&c.* and Rent, *&c.* for the further Time, and collect Rents for Leſſor during his and his Wife's Life.

If the Tenant refuſes to give ſuch Security as aforeſaid, theſe Articles to be void.

An Agreement by a Carpenter and a Bricklayer for erecting a new Building in London *ſince the great Fire, according to the Act of Parliament for rebuilding* London.

Articles, &c. **Between** *A. B.* of, *&c.* of the one Part, and *C. D.* of, *&c.* Carpenter, and *E. F.* of, *&c.* on the other Part, as followeth, (that is to ſay,)

Imprimis, The ſaid *C. D.* and *E. F.* for themſelves jointly and ſeverally, and for their and each of their Executors, Adminiſtrators and Aſſigns, do covenant, *&c.* to and with the ſaid *A. B.* his, *&c.* as follows, that is to ſay, That they the ſaid *C. D.* and *E. F.* their Executors, Adminiſtrators, Workmen or Aſſigns, ſhall and will, for the Conſideration after mentioned, at their or ſome of their proper Coſts and Charges, and with their or ſome of their own Materials, in good, firm and Workman-like Manner, erect and build, or cauſe to be erected and built, one Meſſuage or Tenement, upon a Toft, Piece or Parcel of Ground, ſituate, *&c* containing in Breadth on the Front 15 Feet, or thereabouts, and in Depth 41 Feet, or thereabouts, lying between the Meſſuage in the Occupation of *J. B.* on the Eaſt Side, and the Meſſuage in the Occupation of *K. L.* on the Weſt Side; *Which* ſaid Meſſuage ſhall contain one Cellar, *&c.* and the ſame ſhall do, compleat and finiſh, or cauſe to be done, compleated and finiſhed, in good, ſtrong and Workman-like Manner, and with good, ſtrong and ſound Bricks, Morter, Timber and Materials, with all the Bricklayers Work, Tylers Work, Carpenters Work, Smiths Work, Plumbers Work, Plaiſterers Work, and Glaziers Work whatſoever, that is or ſhall be needful and convenient for the building, compleating and making habitable the ſaid Meſſuage or Tenement. **Item,** That they the ſaid *C. D.* and *E. F.* their Executors Adminiſtrators, Workmen and Aſſigns, ſhall and will do and perform all the ſaid Bricklayers and Tylers Work, and Carpenters Work, and other Works aforeſaid, with ſuch Materials, of ſuch Proportions, Dimenſion and Scantling, and in ſuch Manner and Form as is directed, limited and appointed in and by an Act of Parliament made in the 19th Year of King *Charles* the Second, intitled, *An Act for rebuilding the City of* London, and the Scheme thereunto annexed for Houſes of the firſt Sort of Building, ſo to be builded and erected, or as is directed by any other Act of Parliament ſince made; and ſhall ſink and make a Cellar under all the ſaid Meſſuages eight Feet deep, and ſhall, in ſuch convenient Place in the ſaid Cellar as the ſaid *A. B.* or his Aſſigns ſhall direct, dig and make a Vault ſix Feet ſquare every Way, or cleanſe, repair and amend the old Vault there, and make the old Vault of the ſame Largeneſs, in Caſe it be not ſo; and from the ſame new or old Vault ſhall make and carry up a ſufficient Brick Funnel into the

To build a Meſſuage.

The Room therein to be contained.

To purſue the Act for building.

The Cellar.

An Houſe of Office in the Cellar.

the Cellar, for an Houſe of Office, and make a convenient Seat thereunto; and ſhall make
Cellar Windows. good and ſubſtantial Cellar Windows to the ſaid Cellar out of the Street, with good and ſubſtantial Iron Bars to the ſame Windows, the ſaid Windows to be of ſuch Largeneſs and Form
Pavement. as the ſaid *A. B.* or his Aſſigns ſhall direct; and ſhall pave the ſaid Cellar with good Bricks,
Stairs. and make a good ſtrong Pair of Stairs out of the Street thereunto, with good dry Elm Planks, about three Feet and a Half wide, with a good ſtrong Plank and Door to the ſaid Stairs, and ſtrong Iron Bolts to the ſaid Door; *And* ſhall, in ſuch convenient Place in the firſt Room or Shop, over the ſaid Cellar, as the ſaid *A. B.* or his Aſſigns ſhall appoint, make a good Pair of Stairs of two Feet eight Inches wide at the leaſt, with Elm boards into the ſaid Cellar, and a Door well framed and planed and hung at the Head of the ſaid Stairs, with an Iron Latch
Leaden Gutter. and Catch thereunto; **And** ſhall make and prepare a Place for a Leaden Gutter to be laid in the moſt convenient Place between the ſaid Shop and Cellar, for carrying the Water from the Kitchen and Yard belonging to the Premiſſes, and from the Sink of the ſaid *A. B.* next to
The Street Door. the Street. **Item,** That they ſhall make the firſt or Street Door to the ſaid Meſſuage with two Leaves of good whole dry Deal, well framed and lined, hung with good Hinges, with a good upright Bar and Staple to it, with a Flap and two ſtrong Iron Bolts over the ſame Door;
Shop Windows, And ſhall make good and ſubſtantial Shop Windows of good whole dry Deal, well glued, battened and lined with ſlit Deal, with good and ſufficient Bars, Hinges, Staples and Pins fit-
The Stair-Caſe. ting to the ſame, of ſuch Form as the ſaid *A. B.* or his Aſſigns ſhall direct; And ſhall carry up a Stair-Caſe through the ſaid Houſe, with an open Newel-Light, the Sky-Light over the Newel to be glazed, leaded and cemented; *The* Stairs to be of ſuch Wideneſs, and placed in ſuch convenient Places, and in ſuch Form as the ſaid *A. B.* ſhall direct; the ſaid Stair Caſe to
Doors to the Chambers. be made with Rails, Banniſters and Balls and Pendents; **And** ſhall make ſtrong, handſome and ſufficient Partitions and Doors to every upper Room or Chamber, with Iron Latches, Catches and Hinges to every Door, the ſame Doors to be made of good dry Deal, glued and battened;
Chimnies. **And** alſo one convenient Chimney to every of the ſaid upper Rooms, of ſuch Dimenſions, Depth and Wideneſs, and place the ſaid Partitions, Doors and Chimnies in ſuch Places, Sort and
Back Window to the Shop. Manner as the ſaid *A. B.* or his Aſſigns ſhall direct; **And** ſhall make a handſome Tranſome Window to the back Part of the Shop, with two Iron Caſements, there, and well glazed, with good Shutters to the ſame, of whole Deal, glued, lined, battened, and hinged with
A Back Door. good and ſubſtantial Hinges; and a handſome ſtrong Door into the Yard, of whole Deal, well ſmoothed, glued, battened and hinged, with good Bolts to the ſame, and a Glaſs Window over the ſaid Door, with good Iron Bars; the ſame Windows to be of ſuch Largeneſs and Di-
Lock to the fore Door. menſions as the ſaid *A. B.* or his Aſſigns ſhall direct. **Item,** That they ſhall put one ſtrong Lock with a Key to the fore Door of the ſaid Meſſuage, of 8 *s.* Price at the leaſt, and make
Balcony. and put up in the Front, even with the fore Chamber over the Shop, one fair Balcony 10 Feet long, of good wrought Iron, and not caſt Iron; And ſhall make one handſome Pair of Doors
Windows. of Oak, four Feet wide at the leaſt, with a handſome Glaſs Window on the Top of the ſaid Doors to go into the ſaid Balcony, and on each Side of the ſaid Balcony-Window, a convenient
Pediment for a Sign. two-light Tranſome Window; and ſhall make a handſome Pediment in the Brick-Wall, over the Balcony, to place a Sign in, as the ſaid *A. B.* or his Aſſigns ſhall direct; and ſhall make in
Chamber Windows. the two next Stories forwards a Tranſome Window to each Room, four Feet and a Half wide, or thereabouts, of a proportionable Depth; and on each Side of the ſaid Window make two light Tranſome Windows, uniform with the Windows underneath; **And** to all the back Chambers a ſix-light Tranſome Window in the Rear of every Chamber, and a four-light Tranſome Window on the Eaſt Side of every of the ſaid back Rooms; the Frames of all the ſaid Windows to be good dry oaken Timber, well wrought and planed, and placed as the ſaid *A. B.* or his Aſſigns ſhall direct; *And* ſhall make a good ſtrong Iron Caſement to the third Story Window to the Front, with a good ſtrong Lock to the ſame, and an Iron Rod in the Middle thereof; the ſame Caſement to be of ſuch Largeneſs every Way as the ſaid *A. B.* or his Aſſigns ſhall direct; and ſhall make a good Iron Caſement to ſuch of the ſaid two-lighted Tranſome Windows in the ſaid third Story, on the Front, as the ſaid *A. B.* or his Aſſigns ſhall direct; and alſo ſhall make a good Iron Caſement to the four-light Window in the fourth Story to the Front, and to every Window in the Rear; *All* the Windows to the Front Rooms up one Pair of Stairs to have ſufficient and ſubſtantial Iron Bars; *And* ſhall make one good Clear-Story three light Lucern Window to the fore Garret, and a three-light Clear-Story Window to the back Garret, the Frames to be of Oak, with an Iron Caſement in each Garret Window. **Item,** That they
Plaiſtering and Cieling. ſhall plaiſter and ciel, in Workman-like Manner, with good Lime and Hair, all the Walls, Partitions and Cielings of every Room of the ſaid Houſe, and in every other Place neceſſary,
Flooring. except the Cellar; and ſhall lay all the Floors with good whole dry Deal, ſmoothed and cloſe
Covering. jointed; and ſhall cover the uppermoſt Rooms backwards, or back Garret, with good Lead, which Lead ſhall weigh eight Pounds and Half the Foot, at the leaſt; and make a Brick-Wall on the back Part, and on each Side of the ſaid Leads three Feet high, and cover the ſaid Wall with

with a Coping or Campſhot of good ſound Oak Timber; and ſhall cover the fore Garret of the ſaid Houſe with plain Tyles; and make convenient Gutters of Lead to carry the Water from the ſaid Roof and Leads into the Street, and bring the ſame with a convenient Pipe to the Ground; and ſhall raiſe the Ground Floor of the ſaid Meſſuage a convenient Height above the Street, ſo that there may be a Stone Step of ſeven Inches high, or more, as ſhall be convenient, at the Street Door; and raiſe every other Story proportionable, according to the Acts of Parliament in that Behalf; *And* ſhall build the Front of the ſaid Houſe with good rubbed Bricks; and carve off the Roof with Cantilivers and Cornices; and ſhall paint all the Window-Frames, Window Caſements, Out-Doors and Door-Caſes, Cantilivers and Cornices of the ſaid Houſe, and all Out-Places neceſſary, with good Colours well laid in Oil; *And* glaze all the Windows, and all the Front upper Rooms or Chambers, and Front Garret, and the back Windows of the Shop, with good ſquare Glaſs well leaded, and all the rear and back Windows, except the Shop, with Quarries well leaded. **Item**, The ſaid *C. D.* and *E. F.* for themſelves and either of them, their and either of their Executors, Adminiſtrators and Aſſigns, do by theſe Preſents covenant, promiſe and grant to and with the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, as followeth, *viz.* That the ſaid Houſe, and all and every the Premiſſes, ſhall be in all Things, as aforeſaid, fully and wholly done, compleated and finiſhed, on, by or before the 29th Day of *September* now next enſuing; *And* if it ſhall happen the ſaid Work, or any Part thereof, ſhall not be compleated and finiſhed according to the true Intent and Meaning of theſe Preſents, by the 20th Day of *October* next alſo enſuing, that then and from thenceforth, they the ſaid *C. D.* and *E. F.* their Executors and Adminiſtrators, ſhall and will well and truly pay, or cauſe to be paid, unto the ſaid *A. B.* his Executors, Adminiſtrators or Aſſigns, the Sum of 10*s.* Sterling by the Day for every Day which the ſaid Work and Building, or any Part thereof, ſhall ſo remain and be unfiniſhed and uncompleated; **And** that the ſaid *C. D.* and *E. F.* their Executors or Adminiſtrators, ſhall and will from Time to Time, and at all Times hereafter, well and ſufficiently ſave and keep harmleſs and indemnified the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, and every of them, and the ſaid Meſſuage, and all and every his and their other Lands, Tenements and Hereditaments, Goods and Chattels, of and from all Fines, Pains, Penalties, Puniſhments and Forfeitures whatſoever, contained in the ſaid Acts of Parliament, or any of them, for or by Reaſon of any Irregularity which ſhall happen in the ſaid Building, or any Part thereof, contrary to the ſaid Acts of Parliament, or any of them, for or touching the rebuilding the City of *London*; and of and from all ſuch Actions, Suits, Charges, Troubles and Damages which he the ſaid *A. B.* his Executors, Adminiſtrators or Aſſigns, may happen to incur or be put unto or ſuſtain for or by Reaſon thereof: **In Conſideration** of which ſaid Work, Materials and Buildings to be done and performed in Manner and Form aforeſaid, the ſaid *A. B.* for himſelf, *&c.* doth covenant, *&c.* to pay and ſatisfy unto the ſaid *C. D.* and *E. F.* their, *&c.* after the Rate and Price of 64 *l.* the Square for every Square of the ſaid Building; the ſaid Money, after the Rate aforeſaid, to be paid as followeth, *That* is to ſay, When the Floor over the Cellar is laid 50 *l.* thereof; *When, &c. As* to the reſt, and when all the ſaid Work and Building ſhall be wholly done and finiſhed in all Things, according to the true Intent and Meaning of theſe Preſents, all the remaining Money that ſhall be due for the ſame, at the Rate of 64 *l.* the Square, as aforeſaid. **In Witneſs**, &c.

Leaden Gutters. Raiſing the Floor. The Front. Roof. Painting. Glazing. Time of finiſhing the Houſe. Forfeiture if not finiſhed. To ſave harmleſs from the Acts touching Building. Payment for the Building.

Another Agreement for building Houſes to make a new Street in London, *purſuant to Act of Parliament.*

Articles, &c. **Between** *A. B.* of, *&c.* and *C. D.* of, *&c.*

Whereas the ſaid *C. D.* hath undertaken to build on a certain Piece or Parcel of Ground, ſituate in a new Street deſigned to be built by the ſaid *A. B.* and to be called *A.* Street, Parcel of the Ground belonging to a Houſe called, *&c. viz.* in and upon all the Piece or Parcel of Ground, lying on the Eaſt Side of *A.* Street, containing 32 Feet in Front to the ſaid Street, and in Depth Weſt to Eaſt 50 Feet of Aſſiſe more or leſs, and abuts Weſt on the ſaid Street, North on Ground demiſed by the ſaid *A.* South on other Ground of the ſaid *A.* and Eaſt on a Street intended to be built, *&c.* **Now** it is covenanted, *&c.* by and between, *&c.* in, *&c. viz.* Firſt the ſaid *C. D. &c.* with the ſaid *A. B. &c.* that he the ſaid *C. D. &c.* ſhall and will at his and their own proper Coſt, *&c.* build, *&c.* ſo much Building on the ſaid Piece or Parcel of Ground, ſituate in a new Street, as ſhall take up in a continued Building the whole Front of the ſaid Ground next *A.* Street aforeſaid, and in Depth to contain not leſs than 30 Feet in Building, with ſuch Proportions of Brick, and ſuch Scantlings of Timber, Heights and Number of Stories as hereafter is limited and appointed, *viz.* The Cellars and all other Stories of the ſaid Buildings, to be of ſuch Heights as is ſet forth for the ſecond Rate of Buildings in

Undertaking to build on certain Ground. Covenant to build at his own Charge. Proportions and Scantlings.

in a late Act of Parliament for rebuilding the City of *London*, the fore Fronts and back Fronts to be two Bricks and a Half thick to the Top of the Cellar Floor; the firſt and ſecond Stories to be two Bricks in Thickneſs, the third Story above Ground to be one Brick and a Half in Thickneſs, and the Garrets one Brick in Thickneſs, the Partition Walls between Houſe and Houſe to be two Bricks in Thickneſs at the leaſt, to the Top of the Cellar Stories, and from thence to the Garret Floor to be one Brick and a Half in Thickneſs at the leaſt, and above the Garret Floors one Brick in Thickneſs, the Brick Work in the fore Fronts to be wrought with ſtock Bricks not rubbed, the ſtraight Arches in the Front to be Brick and a Half, and to rub the Bricks round the Jambs of the Window in the Brick Work of the fore Fronts, and to work a Faſia at every Story of each Houſe in the Front with *O. G.* at the Foot of it; that the ſaid Brick ſhall be a good, ſufficient well burnt Brick, and the Morter well wrought and tempered, and made of good Lime and Sand or ſuch other Stuff as the ſaid *A. B.* or his Surveyors ſhall appoint; that there ſhall be a Balcony of Wood or Iron to the Front of every Houſe which ſhall not project more or leſs than three Feet and Half beyond the Upright of the ſaid Houſes, with Cantiliver Cornice all along the ſaid Front to *A.* Street, according to a Model thereof to be ſigned by the ſaid *A. B.* or his Surveyors on the Behalf of the ſaid *A. B.* which Cantiliver Cornice ſhall be kneeled as the ſaid *A. B.* or his ſaid Surveyors ſhall appoint; that there ſhall be, *&c.* (*deſcribing the Particulars.*) And that no Timber be laid within 12 Inches of the Foreſides of the Chimney Jambs, and that all Joices on the Back of any Chimney be with Timber at ſix Inches Diſtance from the Back, and that no Summers or Girders ſhall lie over the Heads of any Doors or Windows, and that all the Ends of Timber that lie in the Walls ſhall be laid in Loom, that all Mantle Trees ſhall be of Oak Timber, and not leſs than ſeven and nine Inches; that the Taſſels ſhall be of Oak three Inches thick, and to reach within four Inches of the Back of the Chimney, *&c.* And the ſaid, *&c.* that he, *&c.* ſhall and will allow and pay unto ſuch Perſon or Perſons as ſhall build any Party-Walls, one Moiety of all ſuch Charges as he ſhall lay out and expend in making the ſame; And ſhall and will pay to the ſaid *&c.* ſo much in Proportion according as the ſaid Front ſhall amount unto for making the Common Sewer in *A.* Street, within three Months after the ſame ſhall be made; the Charges to be aſcertained by *L.*'s Surveyor; And alſo ſhall and will make Drains from the ſaid Houſe or Houſes into the ſaid Sewer, and that no Houſe of Office ſhall have Iſſue into the ſame: And alſo ſhall level and pave the ſaid Street, ſo far as to the Middle of the ſame, all along ſo far as the ſaid Front extends, as by the ſaid Surveyor ſhall be ſet out, and ſhall pave all along the ſaid Ground four Feet in Depth, from the Upright of the ſaid Walls of the ſaid Building with *Purbeck* or *Swindon* Stone, deſcending one Inch at leaſt, from the Wall, and ſet up Oaken Poſts of ſeven Inches ſquare and three Feet and Half above the Ground, 12 Feet each from the other, all along before the ſaid Ground in the Street at five Feet diſtance from the Upright of the ſaid Wall; And make Kennels all along the ſaid Street, next the ſaid Poſts, and cauſe all the Rubbiſh, *&c.* And the ſaid *C. D.* doth, *&c.* that if the ſaid *C. D.* his, *&c.* ſhall do any Act or Thing, relating to the ſaid Buildings contrary to the Tenor and Intent of the ſaid Articles and Agreements, and the ſame ſhall be ſo adjudged by the Commiſſioners appointed by his Lordſhip, that then after Notice given to the ſaid *C. D. &c.* by the Surveyor of the ſaid Earl, *&c.* or any Perſon lawfully authorized by him or them, he the ſaid *C. D. &c.* ſhall and will pay unto the ſaid Earl, *&c.* 10*s.* a Week, for every Week the ſame continues unreformed. And if any Difference ſhall ariſe between him the ſaid *C. D. &c.* and any other Tenants of the ſaid Earl, touching any Party-Wall or otherwiſe concerning the Premiſſes, that the ſaid *C. D.* ſhall and will refer the ſame, and ſtand to the Award and Arbitrament of the ſaid Earl, concerning the ſame; and likewiſe ſhall and will permit and ſuffer the ſaid Earl his, *&c.* and his and their Aſſigns, Officers and Servants, with Workmen or others, at convenient Times in the Day-time, to enter and come into and upon the Premiſſes, to view, ſearch and ſee whether the Premiſſes aforementioned do proceed and be finiſhed according to the Agreement before in theſe Preſents contained; And alſo that the ſaid Houſes ſhall be well and ſufficiently glazed, tiled and plaiſtered, and in all Things well and completely finiſhed with Brick, Carpenters, Plaiſterers, Smiths, Glaziers, Plumbers and Painters Work, and in all Things made fit for Habitation and Dwelling, whether herein mentioned or omitted, or not rightly mentioned, at or before, *&c.* And that the ſaid Earl after the ſaid Time, in caſe one Half of the ſaid Building be not built, ſhall have Power to enter and wholly avoid this preſent Contract: And the ſaid Earl, *&c.* doth covenant, declare and appoint that the firſt Builder ſhall have full Power to ſet the one Half of any Party-Wall or Fence-Wall or Party-Rafter or Party-Gutter, upon the Ground or Building of the next Builder, and that the next Builder ſhall pay to him the Moiety or Half-charge of all and every ſuch Party-Walls, Fence-Walls or Party-Rafter or Party-Gutter, according to the true Value thereof, ſo ſoon as the ſame ſhall be made uſe of: And the ſaid Earl, *&c.* doth covenant, *&c.* that the ſaid Earl, *&c.* ſhall and will on

Thickneſs of the Walls.

Brick well burnt.

Balcony.

No Timber to be near the Chimnies.

Builder to allow for Party-Walls and for Common Sewers.

Drains.

Level and pave the Street.

Poſts in the Street.

Kennels.

Things done contrary to Agreement to be determined by Commiſſioners.

Differences between Tenants to be awarded by the Landlord.

Liberty to ſee how the Work goes on.

The Premiſſes to be made fit for Habitation before ſuch a Day.

In what caſe this Contract to be void.

Firſt Builder to ſet a Party Wall.

The Landlord to take off all Buildings.

or before, &c. take off and clear all Buildings whatſoever, ſo as the ſeveral Streets in a certain Model of the Ground belonging to *A.* Houſe ſhall be cleared and ſet out according to the Dimenſions therein expreſſed, except in the Croſs-ſtreet called *H.* Street, which ſhall be cleared and done on or before, &c. **And alſo** that he the ſaid Earl, &c. ſhall and will, in all Places in the ſaid Ground in his own Hands or Occupation, bear all ſuch Charges of paving, levelling, making of Sewers, or otherwiſe make and do the ſame according to his Proportion in the ſame, as in theſe Preſents are, &c. on the Part and Behalf of the ſaid *C. D.* &c. and alſo that he the ſaid Earl ſhall and will, at or before *Michaelmas* now next enſuing, take in and wall, with a good and ſufficient Wall, 40 Feet of the Soil of the River of *Thames*, and make commodious and good Stairs down to the ſaid River at the South End of *A.* Street and *S.* Street. **And laſtly**, the ſaid Earl for, &c. that he, &c. ſhall and will, within a Month after the firſt Floor above Ground of the ſaid Building ſhall be built, upon Notice to him or them given, make unto the ſaid *C. D.* &c. one or more good and ſufficient Leaſe or Leaſes in Law, with convenient Covenants of all and ſingular the ſaid Parcel of Ground hereby mentioned to be built, for and during, &c. rendering a Pepper-Corn for the firſt Year, and 10 *l. per Ann.* payable by equal Portions Half-yearly for the laſt 40 Years. **In Witneſs**, &c.

The Landlord to bear all Charges of paving his own Ground.

Wall at the River Stairs.

Landlord to make Leaſes, rendering a Pepper Corn for the firſt Year, and 10 *l.* yearly the other 40 Years.

An Agreement that on finiſhing the Building of two Houſes to grant a Leaſe of a Piece of Ground, and the Builder is to lay out in ſuch Buildings a certain Sum, of which he is to produce a juſt Account.

Articles, &c. **Between** *J. L.* of, &c. Gent. of the one Part, and *J. H.* Citizen and Joiner of *London*, of the other Part.

Imprimis, The ſaid *J. L.* for and in Conſideration of the Rents, Covenants, Conditions and Agreements, to be paid, done and performed on the Part and Behalf of the ſaid *J. H.* as herein after mentioned, **Doth** by theſe Preſents for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *J. H.* his Executors, Adminiſtrators and Aſſigns, in Manner following, *viz.* That he the ſaid *J. L.* his Heirs or Aſſigns ſhall and will, at or upon the erecting, building, completing and finiſhing of two Meſſuages or Tenements in and upon the Ground and Premiſſes hereafter mentioned, or within 20 Days next afterwards, at the Requeſt, Coſts and Charges in the Law, of the ſaid *J. H.* make and execute unto him the ſaid *J. H.* or to ſuch other Perſon as he ſhall appoint, a good and ſufficient Leaſe, whereby he the ſaid *J. L.* his Heirs or Aſſigns ſhall demiſe and let unto the ſaid *J. H.* or his Aſſigns, **All** that Piece or Parcel of Ground, ſituate, lying and being on the Weſt Side of *B. Field*, in the Pariſh of *S.* in the County of *M.* containing in Breadth or Front from North to South —— Feet or thereabouts, little more or leſs, and in Depth from Eaſt to Weſt —— Feet or thereabouts, be the ſame little more or leſs, abutting Eaſt upon *B. Field* aforeſaid, and is bounded Weſt, North and South, upon or by Lands, Meſſuages or Tenements, belonging to, or of the Eſtate of or in the Tenure, Occupation or Poſſeſſion of *T. J.* his Undertenants or Aſſigns; **To hold** to the ſaid *J. H.* his Executors, Adminiſtrators or Aſſigns, from —— Day next enſuing the Date hereof, for and during, and unto the full End and Term of 61 Years from thence next enſuing, and fully to be complete and ended; **Yielding and paying** therefore unto the ſaid *J. L.* his Heirs or Aſſigns, for the firſt Year of the ſaid Term the Rent of a Pepper Corn, if the ſame ſhall be lawfully demanded, and for the laſt 60 Years, Remainder of the ſaid Term of 61 Years, the yearly Rent or Sum of 3 *l.* payable quarterly, and that free and clear of all Manner of Taxes and Aſſeſſments whatſoever, charged or to be charged by Authority of King and Parliament, or otherwiſe howſoever, on the four moſt uſual Feaſts or Days of Payment of Rent in the Year, that is to ſay, &c. **In** which Leaſe or Demiſe ſhall be contained uſual Covenants, as well on the Part and Behalf of the Leſſor as Leſſee; he the ſaid *J. H.* his Aſſigns, duly executing a Counterpart of ſuch Leaſe. **Item**, The ſaid *J. H.* in Conſideration of ſuch Leaſe as aforeſaid, doth covenant, promiſe and agree, to and with the ſaid *J. L.* his Heirs and Aſſigns, that he the ſaid *J. H.* his Executors, Adminiſtrators and Aſſigns, or ſome of them, ſhall and will, by, or before the Feaſt of, &c. next enſuing the Date of theſe Preſents, lay out, diſburſe and expend the full Sum of 120 *l.* of, &c. in the erecting, building, Setting up and Finiſhing in a good and Workmanlike Manner, two New good and ſufficient Meſſuages, Tenements or Dwelling-houſes, in and upon the ſaid Piece or Parcel of Ground hereby agreed to be demiſed and leaſed as aforeſaid, of ſuch proper Dimenſions, and with ſuch Conveniencies and Neceſſaries as ſhall be requiſite and fitting, and ſhall and will within 14 Days next after the ſaid —— Day of —— next enſuing, give and render unto the ſaid *J. L.* his Heirs or Aſſigns, a true Account in Writing under

Covenant that on finiſhing a Building,

to make a Leaſe of a Piece of Ground.

Habendum.

Reddendum.

Covenant to lay out 120 *l.* in building two Houſes,

and to give in a true Account of ſo much at leaſt being expended.

der his Hand for what ſhall have been by him the ſaid *J. H.* his Executors, Adminiſtrators or Aſſigns, ſo laid out in building of the ſaid two Meſſuages or Tenements, for the evidencing that the ſaid Sum of 120 *l.* at leaſt, ſhall have been actually laid out and expended according to the true Intent and Meaning of theſe Preſents; **And alſo** that he the ſaid *T. B.* on the making of ſuch Leaſe to him as aforeſaid, ſhall then duly execute a Counter-part thereof; **And** for the true Performance, *&c.* (*Penalty.*) **In Witneſs**, &c.

Penalty.

Articles touching building a Work-ſhop over Coach-houſes belonging to an Inn, with a Leaſe of ſaid Shop and Liberty of Ingreſs, and a Covenant for a further Term if Leſſor obtains a new Leaſe.

Articles of Agreement, &c. **Between** *W. B.* of, *&c.* Innholder, of the one Part, and *G. H.* of, *&c.* Merchant, of the other Part, as followeth, *viz.*

The Innholder covenants that a Cabinet-maker's Work ſhop may be built over his Coach houſes.

Imprimis, The ſaid *W. B.* (in Conſideration of the yearly Rent, Covenants and Agreements herein after reſerved and contained, to be paid, done and performed by the ſaid *G. H.* his Executors, Adminiſtrators and Aſſigns, in ſuch Manner as herein after is mentioned and expreſſed,) **Doth** for himſelf, his Executors, Adminiſtrators and Aſſigns, covenant, promiſe and agree, to and with the ſaid *G. H.* his Executors, Adminiſtrators and Aſſigns by theſe Preſents, That it ſhall and may be lawful to and for the ſaid *G. H.* his Executors, Adminiſtrators or Aſſigns, at his or their own proper Coſts and Charges, forthwith to erect, build and finiſh over and above the three Coach-Houſes, now ſtanding in the Yard belonging to the Meſſuage or Inn, now in the Occupation of the ſaid *W. B.* ſituate in the Pariſh of St. *J.* aforeſaid, one Shop or Work-room with proper Affixings and Conveniencies for the coming and going into and from the ſame, fit and proper for the Working and carrying on the Trade or Buſineſs of a Cabinet-maker only therein, in ſuch Manner as he or they ſhall think fit; provided, and ſo as all Damage occaſioned to the ſaid Coach-houſes thereby, be forthwith repaired and made good at the Charge of the ſaid *G. H.* his Executors or Aſſigns; **And** he the ſaid *W. B.* for the Conſiderations aforeſaid, **hath**, and by theſe Preſents **doth** demiſe, leaſe, ſet and to farm let unto the ſaid *G. H.* the ſaid Shop or Work-room, ſo intended to be built as aforeſaid, with its Appurtenances, together with free Liberty of Ingreſs, Egreſs, Regreſs, Way and Paſſage for every Cabinet-maker, who, during the Term hereby demiſed ſhall be a Tenant of the ſaid Shop, and his and their Servants, Friends and Cuſtomers, at all Times, from the Hours of ſeven o'Clock in the Morning till eight in the Evening, daily, during the Continuance of the Term hereby demiſed, to come, go, paſs or repaſs, into and from the ſaid Shop, in, by and through the uſual Ways of the ſaid Inn and Yard thereto belonging, without any Let or Interruption of the ſaid *W. B.* his Executors, Adminiſtrators and Aſſigns, or his or their Tenants or Servants; **To have and to hold** the ſaid Shop or Work-room, with its Appurtenances, unto the ſaid *G. H.* his Executors, Adminiſtrators and Aſſigns, from the Feaſt-Day of —— next the Day of the Date hereof, for and during, and unto the full End and Term of, *&c.* and fully to be complete and ended; **Yielding and paying** therefore yearly and every Year, during the Continuance of the ſaid Term, unto the ſaid *W. B.* his Executors, Adminiſtrators and Aſſigns, the yearly Rent or Sum of 5*l.* of lawful *Britiſh* Money, on the four moſt uſual Feaſts or Quarter-Days following, *viz.* at, *&c.* or within 14 Days next after every of the ſaid Quarter-Days, by four even and equal Proportions; the firſt of which quarterly Payments to begin and to be made on the Feaſt Day of —— now next enſuing the Date hereof. **Item**, The ſaid *G. H.* in Conſideration of the Demiſe herein before made to him of the ſaid Premiſſes as aforeſaid, **doth** for himſelf, his, *&c.* covenant, *&c.* to and with the ſaid *W. B.* his, *&c.* by, *&c.* in Manner as follows, that is to ſay, That he the ſaid *G. H.* his, *&c.* ſhall and will, during the Continuance of the ſaid Term well and truly pay or cauſe to be paid unto the ſaid *W. B.* his, *&c.* the ſaid yearly Rent or Sum of 5*l.* of ſuch lawful Money as aforeſaid, upon the ſeveral Feaſts or Quarter-Days herein before mentioned and appointed for Payment thereof, or within 14 Days next after every Quarter-Day, according to the Reſervation thereof, as aforeſaid, and the true Intent and Meaning of theſe Preſents; **And** that he the ſaid *G. H.* his Executors, Adminiſtrators or Aſſigns, at his and their own proper Coſts and Charges, ſhall and will forthwith erect, build and finiſh, over and above the ſaid three Coach-houſes, a good and ſubſtantial Shop or Work-room, fit and proper for a Cabinet-maker to work in, with ſuch Affixings and other Conveniencies for going to and from the ſame as aforeſaid, and ſhall in no ways build the ſame, whereby to occaſion any Hinderance, Detriment or Damage to the ſaid *W. B.* his Executors or Aſſigns, from the having, enjoying, uſing or letting the ſaid Coach-houſe or any of the Stables belonging to the ſaid Inn; **And alſo** that the ſaid *G. H.* his Executors or Aſſigns, at his

A Leaſe of ſuch Shop.

Liberty of Ingreſs, Egreſs and Regreſs, *&c.*

Habendum.

Reddendum.

The Leſſee covenants to pay the Rent,

and to build the ſaid Shop;

but not ſo as to be a Detriment to the Coach houſes, *&c.*

his or their like Charge, ſhall pay and make good all Damages whatſoever which ſhall be occaſioned to the ſaid Coach-houſes and other the Premiſſes of him the ſaid *W. B.* as well on Acount of the preſent Erecting of ſuch Building, as alſo on Account thereof, which ſhall or may at any Time hereafter be occaſioned thereby, during the Continuance of this Demiſe; and the Damages thereto to make good.

And further alſo that he the ſaid *G. H.* his Executors or Aſſigns, at his and their like Charge, ſhall and will uphold, maintain and keep the ſaid Shop, Erection and Building, ſo to be made as aforeſaid, in good and ſufficient Repair during the Continuance of the ſaid Term, and at the End or other ſooner Determination thereof, peaceably and quietly ſo leave and yield up the ſame unto the ſaid *W. B.* his Executors, Adminiſtrators or Aſſigns; Repairs of the Shop.

And further, that the ſaid Shop or Work-room, ſo to be built as aforeſaid, or any Part thereof, ſhall not at any Time during the Term hereby demiſed, be uſed or employed by any Perſon or Perſons in any other Trade or Buſineſs whatſoever (other than and except only as and for the Trade or Buſineſs of a Cabinet-maker); The Shop to be for no other Trade.

And that he the ſaid *G. H.* his Executors, Tenants or Aſſigns, ſhall not, nor will, without the Conſent of the ſaid *W. B.* his Executors or Aſſigns, firſt had in Writing for that Purpoſe, permit or ſuffer any Carts, Horſes or other Carriages whatſoever, to come into the ſaid Yard of the ſaid Inn with, or carry any Goods or Wares to or from the ſaid intended Shop, from before the Hours of eleven in the Morning nor after three in the Afternoon, during the Continuance of this Demiſe; At what Time Carts, &c. to come or go from the Shop.

And ſhall or will permit or ſuffer any Beer, Ale, Brandies or other ſtrong Liquors whatſoever, to be brought into, and ſold or vended in the Yard of the ſaid Inn, or in the ſaid Cabinet-maker's Shop ſo to be built as aforeſaid, but what ſhall be ſo ſold or vended by the ſaid *W. B.* his Executors, Adminiſtrators or Aſſigns, from the ſaid Inn, during the Continuance of this Demiſe. Liquors not to be ſold in the ſaid Shop, &c. by the Leſſee.

Provided always nevertheleſs, and theſe Preſents are upon this expreſs Condition, and it is hereby mutually agreed and declared by and between the Parties hereunto, and the true Intent and Meaning of them and of theſe Preſents, is, that in caſe the ſaid yearly Rent of 5 *l.* or any Part thereof, ſhall happen to be behind or unpaid, in all or in Part, by the Space of 14 Days next after any of the ſaid Quarter-Days whereon the ſame ought to be paid as aforeſaid, (being lawfuly demanded); Proviſion for Re entry in caſe of Non-payment of Rent;

Or in caſe he the ſaid *G. H.* his Executors, Adminiſtrators or Aſſigns, ſhall make any Breach of all or any the Covenants herein before contained on his and their Part to be paid and performed; then and from thenceforth, in either of the Caſes aforeſaid, it ſhall and may be lawful to and for the ſaid *W. B.* his Executors, Adminiſtrators and Aſſigns, or any of them, into the ſaid hereby demiſed Premiſſes, or any Part thereof, in the Name of the whole, wholly to re-enter, and the ſame to have again, repoſſeſs and enjoy, as in his or their former Eſtate; or Breach of Tenant's Covenants;

And the ſaid *G. H.* his Executors, Adminiſtrators or Aſſigns, and all other Occupiers of the Premiſſes, from thence utterly to expel, amove and put out; this Indenture or any Thing herein contained to the contrary thereof in any wiſe notwithſtanding.

And the ſaid *W. B.* for himſelf, his Executors, Adminiſtrators and Aſſigns, and for every of them, doth further covenant, promiſe and agree to and with the ſaid *G. H.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents in Manner as follows, *viz.* That he the ſaid *G. H.* his Executors, Adminiſtrators and Aſſigns, (paying the ſaid yearly Rent of 5 *l.* and performing and keeping all and every the Covenants and Agreements aforeſaid, which on his and their Parts and Behalf are to be paid, done, performed and kept), ſhall and may peaceably and quietly have, hold, occupy, poſſeſs and enjoy, all and ſingular the hereby demiſed Premiſſes, without any Let, Suit, Trouble, Eviction, Ejection, Moleſtation, Interruption or Diſturbance whatſoever, of or by him the ſaid *W. B.* his Executors, Adminiſtrators or Aſſigns, or of, or by any other Perſon or Perſons whomſoever, lawfully claiming or to claim the ſame, by, from or under him, them or any of them, or by or through his, their or any of their Act, Means, Neglect, Default, Conſent or Procurement; and that freed and diſcharged or otherwiſe, by the ſaid *W. B.* his Executors, Adminiſtrators or Aſſigns, well and ſufficiently ſaved, kept harmleſs and indemnified, of and from all Ground Rent due or payable, or to grow due or payable to any ſuperior Landlord or Landlords of the Premiſſes, for or in reſpect thereof or any Part thereof. That the Tenant paying Rent, &c. ſhall peaceably enjoy. Free from Ground Rent.

And laſtly, That in caſe he the ſaid *W. B.* his Executors, Adminiſtrators or Aſſigns, ſhall at any Time hereafter, before the Expiration of his preſent Leaſe, procure or obtain, from the preſent or any future Ground Landlord or Landlords of the ſaid Inn and hereby demiſed Premiſſes, a new Leaſe thereof, to him or them for any further Term or Terms of Years; then, and in ſuch caſe he the ſaid *W. B.* his Executors, Adminiſtrators or Aſſigns, ſhall and will at any Time before the Expiration of the Demiſe hereby made, at the Requeſt and Charge of the ſaid *G. H.* his Executors, Adminiſtrators or Aſſigns, within one Month next after ſuch Requeſt, make and grant a new Leaſe without any Fine, Fee or Reward, of all and ſingular the ſaid hereby demiſed Premiſſes unto the ſaid *G. H.* his Executors, Adminiſtrators or Aſſigns, for any further Term of Years, not exceeding —— Years, to commence from the Expiration of this preſent Demiſe, at and under the ſame yearly Covenants, Proviſoes and Agreements, as are herein reſerved and contained, Covenant for a further Term, if the Leſſor obtains a new Leaſe.

tained, (other than and except this laſt Covenant) ſo as he the ſaid *G. H.* his Executors, Adminiſtrators or Aſſigns, upon the making and delivering of ſuch new Leaſe to him or them, do at the ſame Time duly execute a Counterpart thereof. **In Witneſs**, &c.

An Agreement for building a new Court in one of the Inns of Court.

Articles, &c. **Between** the Honourable Sir *H. G.* Bart. Sir *J. B.* Knt. Sir *J. C.* Knt. *R. A.* Eſq; *ſenior*, *J. S. L. A. J. E. ſenior*, *W. G. S. E. G. E. W. C.* and *F. H.* Eſqrs; Maſters of the Bench of the Honourable Society of *Lincolns-Inn*, of the one Part, and *H. S.* of the ſame Society, Eſq; of the other Part.

H. S. ſeiſed.

Whereas the ſaid *H. S.* is ſeiſed of and doth claim to himſelf, by virtue of a Title derived to him from the Crown, or otherwiſe, the Soil, Freehold and Inheritance of that open Place of Ground on the South and South-Weſt Side of *Lincolns-Inn* Walls, commonly known by the Name of *Lincolns-Inn Little Fields*, or *Fickets Fields*: **And whereas** ſeveral Diſputes and Differences have lately ariſen between the ſaid Maſters of the Bench, on the Behalf of the ſaid Society, and him the ſaid *H. S.* concerning the Erecting of ſeveral Buildings upon the ſaid Ground; **Now** for the ſettling and accommodating of the ſaid Matters, it is agreed by and between the ſaid Parties to theſe Preſents in Manner following: **Impriſmis, it is agreed**, That ſo much of the ſaid Ground as is herein after particularly abutted and bounded, that is to ſay, All that Part of the ſaid Ground from the Walls of *Lincolns-Inn* Southwards to the Rail immediately before Sir *R. P.*'s Buildings, running parallel with the Way from the *Bell-Yard* End to *Plough-Stables Inn*, and from the Space of 10 Feet Diſtance from the Houſes and Walls on the Eaſtern Part of the ſaid Field, ſo far Weſtward as will run in a juſt parallel from North to South with the Corner of the Baſe Court Wall, and ſo far further as may run in a parallel Line from North to South within eight Feet of *Portugal Row End*, ſhall from Time to Time, and at all Times hereafter, be diſpoſed of, and ſuch Buildings only ſhall be erected thereupon, and the Buildings erected ſhall be employed in Manner only as heretofore is expreſſed. **Item**, it is agreed, That the ſaid *H. S.* his Heirs or Aſſigns, at his or their own proper Coſts and Charges, ſhall within three Years next enſuing the Date hereof, erect and build in and upon the ſaid Parcel of Ground ſo bounded out as aforeſaid, three Ranges of Buildings, that is to ſay, One Row or Range of the ſaid Buildings to be erected on the Eaſtern Part of the ſaid Piece of Ground, and to be extended from the South-Weſt Corner of the Kitchen Garden Wall of the ſaid Society, on the North Side of the ſaid Field, all along Southward to the Diſtance of 60 Feet from the Buildings of Sir *R. P.* and the ſecond Row or Range of the ſaid Buildings on the Weſt Part of the Ground, to begin at the North End of the now Gardener's Houſe of the ſaid Society, and to extend Southward to the Diſtance likewiſe of 60 Feet, from the Houſes on the South Side of the Way from *Bell-Yard* to *Plough Stables*, and to range with *Lincolns-Inn* long Wall from *Turnſtile* to the ſaid Gardener's Houſe; and the third Row or Range of the ſaid Buildings on the Southern Side of the ſaid Field, and to extend from the End of the firſt Row or Range on the Eaſtern Part of the ſaid Ground to the End of the ſaid ſecond Row or Range on the Weſtern Part of the ſaid Ground, and to range with the ſaid Houſes on the South Side of the Highway from *Bell-Yard* to *Plough Stables*, and 60 Feet Diſtance from the ſaid Houſes; **And** that a convenient, handſome and proportionable Gate ſhall be made through the Eaſt End of the ſaid third Range of Buildings, to go under an Arch to be turned for that Purpoſe; and that a Gate ſhall be likewiſe made through the North End of the ſaid ſecond Range of Buildings, to go out under an Arch to be turned for that Purpoſe; and that the ſaid Buildings ſhall be erected three Story high, and no higher, and without a Garret; but the ſaid *H. S.* may make Cellars if he pleaſes, and all the Doors of the ſaid Buildings ſo to be erected, ſhall be all of them made in the inſide of the ſaid intended Buildings towards the intended Quadrangle, and none of them on the outſide thereof. **Item**, it is agreed, That the ſaid Buildings, when erected, ſhall be employed and made uſe of for Chambers, for ſuch Perſons as now are or hereafter ſhall be Members of the ſaid Society of *Lincolns-Inn*, or ſuch Serjeants at Law as have formerly been of the ſaid Society, and for no other Purpoſe whatſoever; and that the ſame ſhall be liable to all Manner of Duties and Payments, and be regulated according to the antient and ordinary Orders of the ſaid Society, in ſuch Manner as the preſent Chambers of the ſaid Society are liable unto, except only the Reſtrictions following, that is to ſay, As to ſuch of the ſaid Chambers as ſhall be built upon the ſaid Piece of Ground, Part of *Little Lincolns-Inn Fields*, or *Fickets Fields* aforeſaid, that he the ſaid *H. S.* his Heirs and Aſſigns for ever, ſhall from Time to Time, and at all Times hereafter, have the Sale of the ſaid Chambers, and in order thereunto, by ſome Deed

Diſputes ſettled.

Bounds of the new Court in *Lincolns Inn*.

To be built at the proper Charge of *H. S.* and in what Manner.

For the Uſe of the Society of *Lincolns-Inn*, &c. and ſubject to their Government.

The Chambers to be ſold by *H. S.* but the Admittances to be by the Bench of *Lincolns-Inn*.

Deed or Writing under his or their Hands and Seals, ſhall from Time to Time for ever aſſign, nominate and appoint ſuch Perſon and Perſons Members of the ſaid Society, or Serjeants at Law, who have been Members of the ſaid Society, who ſhall enjoy the ſaid Chambers reſpectively; which ſaid Perſon and Perſons from Time to Time, ſo to be nominated, aſſigned and appointed, and no other Perſon or Perſons whatſoever, ſhall be admitted to the ſaid Chambers reſpectively by the Maſters of the ſaid Bench of the ſaid Society, without paying any Manner of Fine, or other ſatisfaction to the ſaid Society for ſuch their Admittance, other than the uſual Fees to the Officers of the ſaid Society upon Admittances into Chambers, and the uſual Fines to the Houſe upon Surrenders of Chambers, that is to ſay, 10 *l.* for a Ground Chamber, or a Chamber up one Pair of Stairs; 8 *l.* for a Chamber two Pair of Stairs, and 20 Nobles for a Chamber three Pair of Stairs: And the Maſters of the Bench for the Time being ſhall have no Power to refuſe or delay admitting of any Perſon or Perſons who ſhall be ſo nominated upon ſuch Nomination of him or them, paying the Fees or Fines aforeſaid; And that no Fine or Income ſhall be paid to the ſaid Society for each firſt Admittance to the ſaid reſpective Chambers; And that no Chamber or Chambers ſo to be built ſhall be liable to any common Arrears or Duties longer than the ſame ſhall be in the Poſſeſſion of the Perſon or Perſons who ſhall owe the ſame to this Society: And as to ſuch of the ſaid Chambers as ſhall be built upon the Ground or Soil now belonging to the ſaid Society, it is agreed between the ſaid Maſters of the Bench and the ſaid Bench, and the ſaid *H. S.* that the ſaid *H. S.* ſhall have ſix ſeveral Aſſignments for the ſucceſſive Lives of ſix ſeveral Perſons, to be named by the ſaid *H. S.* his Heirs or Aſſigns ſucceſſively, as the Lives fall, without paying any Fee or Income to this Society for the ſame, other that what is to be paid for the ſaid new erected Chambers on the ſaid Ground of *Fickets Fields* aforeſaid. **Item**, It is agreed, That the ſaid *H. S.* his, *&c.* ſhall and will, at his and their like proper Coſts and Charges, erect a good and ſufficient Brick Wall, a Brick and a Half thick, and ten Feet high, to run Southward from the South End Corner of the ſaid Kitchen Garden Wall, and range equal with the Buildings on the Eaſt Side of the ſaid Fields, ten Feet Diſtance from the ſame towards *Bell-Yard*, and to extend to that Place which ſhall range equally with the outſide of the third Range of Buildings, and from thence to go again in a direct Line to the South Eaſt Corner of the ſaid new Buildings, in the latter Part of which ſaid new Wall ſhall be a ſufficient Gate Place, and a ſufficient Gate ſet up for all Sorts of Carts and Carriages to go in and out thereat. **And further**, That the ſaid *H. S. &c.* ſhall and will, at ſuch their Coſts and Charges, erect and build a good and ſufficient Bog-houſe, or Houſe of Office, for the Uſe of the ſaid Society, and a ſufficient Houſe for the Gardener of ſaid Society, to be built between the Backſide of the ſaid firſt Range of Buildings and the ſaid new Wall; and that Part of the ſame Ground ſhall be made uſe of for a Layſtall for ever for this Society: **In Conſideration** whereof he the ſaid *H. S.* his Heirs, Executors, Adminiſtrators and Aſſigns, ſhall have all the Brick, Timber, and other Materials of the preſent Bog-houſe and Gardener's Houſe, and of ſo much of the Walls of the ſaid Society as ſhall be neceſſarily pulled down and removed in order to the Buildings aforeſaid. **And further**, At the ſame Coſts and Charges, a ſufficient Quantity of the Ground on the outſide of the ſaid ſecond and third Range of Buildings for the convenient paſſing of People, ſhall be handſomely paved with good and ſufficient Oaken Poſts of ſquare Timber, ſet up at convenient Diſtance from each other on the outſide of the ſaid Pavements; and at the ſame Coſts and Charges, when all the ſaid Buildings are erected and compleatly finiſhed, all ſuch Rubbiſh and Earth as ſhall be caſt up and remain within the Compaſs of the ſaid Buildings, ſhall within the Space of ſix Months then coming rid and carry off. **Item**, it is agreed, That the waſte Ground which ſhall remain and be of the ſaid Piece and Parcel of Ground ſo bounded out as aforeſaid, other than what ſhall be built upon as aforeſaid, ſhall from Time to Time, and at all Times hereafter, lie open Waſte and unbuilt, for the Proſpect and Recreation of the ſaid Society and Members thereof; And that no Chambers or other Buildings ſhall at any Time hereafter be erected or built on the void Piece of Ground called or known by the Name of the *Kitchen Garden of this Society*, or any Part thereof, without the Conſent and good Liking of the ſaid *H. S.* his Heirs and Aſſigns, of the ſaid intended new Buildings; and the ſaid Gates to be now erected ſhall be kept by the Porter of the ſaid Society. **Item**, it is agreed, That the ſaid three Ranges of Buildings when erected ſhall at all Times hereafter be called by the Name of *Serl's Court*. **Item**, it is agreed, and ſo hereby declared, That he the ſaid *H. S.* his Heirs and Aſſigns, ſhall from Time to Time, and at all Times hereafter for ever be ſeiſed of the ſaid Piece and Parcel of Ground, Part of the ſaid *Little Lincolns-Inn Fields*, ſo butted and bounded as aforeſaid, and of the Soil, Freehold and Inheritance of the ſame, to and for the Intents and Purpoſes herein before expreſſed and declared, and to and for no other Uſe, Intent or Purpoſe whatſoever. **Item**, it is further concluded and agreed unto by the ſaid Maſters of the Bench on the Behalf of the ſaid Society, That the ſaid *H. S.* his Heirs

The Fines of Admittance.

The Intereſt allowed to *H. S.* in the Chambers built on *Lincolns Inn* Ground.

A Wall and Gate.

Bog houſe and Gardener's Houſe, *&c.*

Pavement, Poſts and Clearing.

Rubbiſh.

Waſte Ground.

Open Court.

To be named *Serl's Court.*

H. S. his Heirs and Aſſigns, to be ſeiſed of the Ground for the Uſes and Purpoſes aforeſaid, and no other.

H. S. may quietly build the Reſt of, *&c.* without the Diſturbance of *Lincolns-Inn.*

H. S. his Heirs and Aſſigns, to repair, *&c.*

Heirs and Aſſigns, may proceed to build in or upon ſuch Part of the ſaid Fields called *Little Lincolns-Inn Fields*, or *Fickets Fields* aforeſaid, which lie Weſtward of the ſaid Ground, ſuch Building as to him or them ſhall ſeem moſt convenient, without the Contradiction or Diſturbance of the ſaid Society. **And** the ſaid *H. S.* for himſelf, his, *&c.* and for every of them, doth covenant, *&c.* to and with the ſaid Sir *H. G.* Sir *J. B.* Sir *J. C. R. A. J. S. L. A. J. E. W. G. S. E. G. E. W. C.* and *F. H.* and the Survivors and Survivor of them, and the Heirs, Executors and Adminiſtrators of the Survivors and Survivor of them, that he the ſaid *H. S.* his Heirs and Aſſigns, ſhall and will from Time to Time, and at all Times hereafter, well and ſufficiently repair, uphold, maintain and amend the ſaid Bog-houſe, or Houſe of Office, Pavements and Poſts, after that the ſame ſhall be erected and ſet up, and alſo procure to be emptied the ſaid Bog-houſe, when and often as Occaſion ſhall require, and lay the ſaid Court, or void Space of Ground, with the new erected Buildings, level and fitting for common Uſe: **And** alſo ſhall from Time to Time, at all Times after that the ſaid Chambers and Buildings ſo to be built on the ſaid Ground belonging to the ſame Society, ſhall be built and ſet up, during ſuch Time and Eſtate as he or they ſhall have in the ſaid Chambers and Buildings, well and ſufficiently repair, amend, maintain and keep the ſaid Chambers and Buildings in all manner of needful and neceſſary Reparations, and the ſame ſo well and ſufficiently repaired, amended, maintained and kept, in the End and Expiration of his and their Eſtate and Intereſts therein, ſhall leave and yield unto the ſaid Sir *H. G. &c.* and the Survivors and Survivor of them, and the Heirs and the Survivor of them; **And** that he the ſaid *H. S.* his Heirs and Aſſigns, for the better ſtrengthning and aſſuring of theſe Preſents, and the Agreements and Things therein contained, ſhall and will conſent and agree that theſe Articles, and the Matters and Things herein contained, ſhall be decreed by the High Court of Chancery, and alſo ratified and confirmed by Act of Parliament, or by either of the ſaid Ways, as to them the ſaid *H. G. &c.* or the Survivors or Survivor of them, or the Heirs of ſuch Survivor, ſhall ſeem moſt convenient. **In Witneſs**, &c.

Conſents that this Agreement be decreed in Chancery, or ratified in Parliament.

To take down the Front of a Houſe and build a new one, and to do other Repairs.

Articles, &c. **Between** *A. Y.* of, *&c. W. B.* of, *&c.* and *T. B.* of, *&c.* of the one Part, and *J. L.* of, *&c.* Carpenter, of the other Part, as followeth:

Covenant to pull down a Front, and build a new one,

FIRST, He the ſaid *J. L.* (in Conſideration of the Sum of 120 *l.* to be paid to him in Manner as herein after mentioned) **Doth** hereby for himſelf, his Executors and Adminiſtrators, covenant, promiſe and agree, to and with each of them the ſaid *A. Y. W. B.* and *T. B.* their Executors, Adminiſtrators and Aſſigns, that he the ſaid *J. L.* his Executors, Adminiſtrators, Workmen or Aſſigns, ſhall and will on or before the 27th Day of *October* now next enſuing the Date hereof, at his and their own proper Coſts and Charges, in a compleat and Workman-like Manner, and with good, ſubſtantial and ſufficient Materials of all Sorts and Kinds, make the ſeveral Alterations, Reparations and Amendments, in and to a Meſſuage or Tenement, with its Appurtenances, now belonging to them the ſaid *A. Y. W. B.* and *T. B.* ſituate in *Fleet-Street* near *Temple-Bar*, *London*, late in the Occupation of, *&c.* in Manner as follows, (to wit) To pull down the Front of the ſaid Meſſuage next *Fleet-Street*, and the Front thereof to be rebuilt and faced with the beſt new Grey Stock Bricks, with new Frames and Saſhes glazed with Crown Glaſs; a new Breſtſummer, with Story Poſts and Oaken Plate; the whole Party-Wall and Stacks of Chimnies, in the Cellar next the Paſtry-Cook's, to be under-pinn'd; a new Lintel to be made under the Joyſts in the Front of the Shop; to have new upright Curbs to the Front Cellar Windows, with Bars framed as now is, and Sliding Shutters, with a Covering Penthouſe over *ditto*; the Timber Partition next *Bell-Yard* to be taken down, and a new Plate and Poſts to *ditto*, and to be re-boarded; the Front of the Back Parlour to be taken down, and a new Plate put in, and to be new erected to the Sky-light; a Poſt and Baſe of Oak to be ſet under the Girder in the Paſſage in *Bell-Yard*, and the Party-Wall mended where decayed by Reaſon of a Sink; the Story of Stairs leading from the Shop to the Dining-Room to be new; the Floors all to be ſhoar'd while the Front is pulled down; the Portal going on the Leads to be new, and alſo the Balliſters on the Leads; a principal Rafter's Foot to be ſecured by a Baſe and Shoar; the Shop-Floor to be new laid with whole Deal boarding; to have new Caſements to the Back Front, and all the Glaſs repaired; the whole Houſe to be new painted inſide and outſide, and all the Plaiſtering mended and whitened; the Water Trunks to be new to the Back Front; in underpinning the Party-Walls to needle through the ſame above the Floor, and Shoar through the Floor to the Mantle-Tree in the Dining-Room, by long ſhutting Shoars from the Cellars, the Floors to be ſhoar'd either with Stalps or Stiff-baulks, that the Bricks in pulling

and to do other Repairs.

down the Front may be laid on the Floors to ſave the Charge and Inconveniency of a Hoard in the Street; the Scantling of the Breſtſummer to be 12 Inches by 14 Inches, the Story Poſts to be 12 Inches by 7 Inches, the Oaken Plate to be 12 Inches by 7 Inches, and ſome Croſs Pieces to be laid in the Wall before the Plate is laid on: **In Conſideration** of which ſaid Work and Materials ſo to be made, provided, done and finiſhed by the ſaid *J. L.* in and to the ſaid Meſſuage, or Tenement and Premiſſes, in Manner as aforeſaid, they they ſaid *A. Y. W. B.* and *T. B.* **Do** hereby for themſelves and for their reſpective Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *J. L.* his Executors, Adminiſtrators and Aſſigns, that they the ſaid *A. Y. W. B.* and *T. B.* their Executors or Adminiſtrators, ſhall and will by equal Proportions, well and truly pay or cauſe to be paid unto the ſaid *J. L.* his Executors, Adminiſtrators or Aſſigns, the ſaid ſum of 120 *l.* of lawful Money of *Great Britain*, in Manner as follows, (that is to ſay,) The Sum of 50 *l.* Part thereof, on the 29th Day of *September* now next enſuing, and the Sum of 70 *l.* Reſidue and in full thereof, within 14 Days next after the ſaid Meſſuage or Tenement ſhall be ſo compleatly repaired and amended in Manner and Form as aforeſaid, according to the true Intent and Meaning of theſe Preſents; and that it ſhall be lawful for the ſaid *J. L.* to have all the old Materials as ſhall not be uſed in repairing the ſaid Premiſſes, to and for his own Uſe and Benefit. **And** it is hereby mutually agreed between the ſaid Parties, That if any Diſpute ſhall ariſe between them relating to the Performance of the before mentioned Articles, that then the ſame ſhall forthwith be left to the Determination of two indifferent Perſons, the one to be named by them the ſaid *A. Y. W. B.* and *T. B.* and the other by the ſaid *J. L.* as Arbitrators, or to ſuch Umpire as ſhall be choſen by the ſaid Arbitrators in Caſe of their Diſagreement; and what Award or Umpirage ſhall be made and given up in Writing under their Hands and Seals (if ſo required) ſhall be final, provided the ſame be ſo made within 14 Days next after the ſaid Perſons ſhall be ſo named and choſen as aforeſaid. **And** for the true Performance of ſuch of the Covenants and Agreements herein before contained, which on the Part and Behalf of the ſaid *J. L.* his, *&c.* are or ought to be done and performed, according to the true Intent and Meaning of theſe Preſents, he the ſaid *J. L.* **Doth** hereby oblige and bind himſelf, his, *&c.* to the ſaid *A. Y. W. B.* and *T. B.* their, *&c.* in the penal Sum of 200 *l.* of, *&c.* firmly by theſe Preſents: And for the true Performance of ſuch of the Covenants and Agreements herein before contained, which on the Part and Behalf of them the ſaid *A. Y. W. B.* and *T. B.* their, *&c.* are to be paid and performed according to the true Intent and Meaning hereof, they the ſaid *A. Y. W. B.* and *T. B.* do hereby oblige and bind themſelves, their, *&c.* unto the ſaid *J. L.* his, *&c.* in the like penal Sum of 200 *l.* of, *&c.* firmly by theſe Preſents. **In Witneſs**, &c.

Covenant to pay for the Repairs.

Old Materials.

Diſputes, how determined.

Penalty.

An Agreement granting Liberty to build an Oven, with a Proviſo to pull the ſame down on Notice for that Purpoſe given.

Articles, &c. Between *J. H.* of, *&c.* and *E. C.* of, *&c.*

It is hereby concluded and agreed upon by and between the ſaid Parties as follows: **And firſt**, the ſaid *J. H.* for himſelf doth promiſe and agree to and with the ſaid *E. C.* by theſe Preſents, that he the ſaid *J. H.* ſhall and will permit, ſuffer and give free Liberty and Permiſſion (as far as in him is) to him the ſaid *E. C.* to build, erect and ſet up one Oven, *&c.* adjoining to the Dwelling-houſe of the ſaid *E. C.* to contain the Dimenſions following, *viz.* 5 Feet 6 Inches in Length, from the outſide of the Wall of the ſaid Dwelling-houſe of the ſaid *E C.* into the Court in Breadth 7 Feet, and in Height from the Ground 7 Feet 6 Inches; **To have, hold and enjoy** the ſame for and during the Term and Space of two Years from the Day of the Date hereof, (if the ſaid *E. C.* ſhall ſo long live) without the Hindrance or Moleſtation of him the ſaid *J. H.* **Provided always**, that if at any Time hereafter the ſaid *J. H.* his Executors, Adminiſtrators or Aſſigns, ſhall make a Door out of the Back Shop of him the ſaid *J. H.* into the ſaid Court, that then he the ſaid *E. C.* ſhall and will within the Space of three Months next after ſuch Notice thereof to him given by the ſaid *J. H.* his, *&c.* in Writing, pull down, take and carry away the Oven and the Bricks, and the Rubbiſh and Materials thereof; or if the ſaid Oven ſhall prejudice or annoy him or them, or their Dwelling-houſe, that then he the ſaid *E. C.* ſhall and will within the Space of three Months next after Notice or Warning of ſuch Annoyance, *&c.*

Agreement to keep the Garden and the Pales, &c. in a Square in Repair.

Articles, &c. Between *G. N.* of *Chelſea* in the County of *Middleſex*, Gardener, of the one Part, and the Right Honourable *J.* Earl of *L.* and *A. B.* of, *&c. C. D.* of, *&c.* and *E. F.* of, *&c.* all Owners, or Proprietors or Inhabitants of *L.* Square, as well in Behalf of themſelves, as on Behalf of ſuch other Owners or Proprietors of Houſes, Shops or Tenements, in or near the ſaid Square or Garden, as now have or hereafter ſhall become Parties hereunto by Sealing and Delivery hereof, in order to intitle themſelves to the Benefit of the Covenants and Agreements from and herein after contained, on the Part of the ſaid *G. N.* of the other Part, as follows, *viz.*

Whereas the ſaid *G. N.* hath lately compleated, and in due Order finiſhed, in all Reſpects, to the Satisfaction and Approbation of the ſaid Earl, and Perſons Inhabitants or Owners, a Garden in *L.* Square, in which he hath made Walks, Graſs-Plats and Borders, and hath therein planted Trees, ſet Flowers and other Things proper and ornamental for the ſaid Garden: And whereas for keeping and preſerving the ſaid Garden and Square in good Order, the ſaid *G. N.* has been approved by the ſaid Earl, and the ſaid *A. B. C. D.* and *E. F.* and as many others of the Parties hereunto, as on the Day of the Date hereof have executed the ſame, the ſaid *G. N.* has been approved of for the Gardener to look after and take Care of the ſaid Garden and Appurtenances thereunto belonging during the ſaid Term: Now theſe Preſents witneſs, That for and in Conſideration of the ſeveral Sums of Money to be ſubſcribed for as after is mentioned, making in the Whole the yearly Sum of —— he the ſaid *G. N.* doth by theſe Preſents for himſelf, his Executors, Adminiſtrators and Aſſigns, covenant, promiſe and agree, to and with the ſaid Earl, and the ſaid *A. B. C. D.* and *E. F.* their Executors and Aſſigns, as well on Behalf of themſelves, their Executors and Aſſigns, as on the Behalf of ſuch other Perſon and Perſons as now or at any Time hereafter ſhall become Parties and intitled unto the Benefit of the Covenants herein contained from the ſaid *G. N.* in Manner following, that is to ſay, That he the ſaid *G. N.* his, *&c.* ſhall and will during the Term of —— if he ſhall ſo long live, at his and their Coſts and Charges from Time to Time, and at all Times, as often as any of the Trees, Plants or Flowers now growing, or that during the ſaid Term ſhall be planted by the ſaid *G. N.* or his Aſſigns, in or belonging to the ſaid Square or Garden, ſhall happen to die, decay or periſh, ſhall and will plant, put and ſet, or cauſe to be planted, put and ſet, others of as good Kind, Nature and Quality in their Room, Place and Stead, as thoſe that ſhall ſo die, decay or periſh; and alſo ſhall and will, at his and their like Coſts and Charges, from Time to Time, and all Times during the ſaid Term nouriſh, prune, preſerve, and in all Reſpects Gardener-like keep the ſaid Trees, Plants and Flowers now growing or being, or which at any Time or Times hereafter during the ſaid Term ſhall be planted by the ſaid *G. N.* or his Aſſigns, in, upon or belonging to the ſaid Square or Garden, or any Part thereof; and alſo when and as often as ſhall be proper and requiſite, ſhall well and ſufficiently mow, cut and order the ſaid Plats in the ſaid Square or Garden in all Reſpects, accoding to the beſt Skill, Judgment and Underſtanding; and alſo from Time to Time, and at all Times during the ſaid Term, ſhall and will well and ſufficiently maintain, preſerve and keep all the Walks in or to the ſaid Garden belonging with good and fine Gravel; and ſhall, as often as needful and requiſite, new dig up the ſaid Gravel Walks, and new gravel, or turn, ſpread and roll the ſame, in ſuch handſome and decent Manner as proper and uſual in ſuch Caſes; And further, that he the ſaid *G. N.* or his Aſſigns, ſhall and will from Time to Time, and at all Times during the ſaid Term, as often as Need ſhall require, at his and their like Coſts and Charges, well and ſufficiently ſupport, uphold, preſerve, repair, maintain, weed, cleanſe and keep all the Walks and Borders in the ſaid Garden; as alſo the Brick, Rail or Pale, Gate-work, Drains and Gutters to the ſaid Square or Garden belonging, with good Brick, Rails, or Pales and Gates, and the ſame Rails, or Pales and Gates, ſhall as often as requiſite well and handſomely paint, and alſo keep good Locks to the ſaid Gates; and for better Preſervation of the Brick-work or Fence about the ſaid Square or Garden from Damage by Coaches, Carts or Carriages during the ſaid Term, ſhall and will at all Times, as Occaſion ſhall require, at his and their like Coſts and Charges, affix and ſet good and ſubſtantial Wooden Spurs and Poſts round the Brick-work of the ſaid Square or Garden, and ſhall ſo maintain and keep the ſame during the ſaid Term; and that at the End of the ſaid Term of —— Years he the ſaid *G. N.* his Executors or Aſſigns, the ſaid Square or Garden, with the Trees, Plants, Flowers, Graſs-Plats, Borders, Gravel Walks, Gutters, Gates, Pales, Brick-

work

work and wooden Spurs thereunto belonging, in all Reſpects planted, ſtocked, gravelled, cleanſed, railed, ſupported and kept in Manner as aforeſaid, and in better Plight and Condition than the ſame now are or is, ſhall and will peaceably and quietly leave and yield up the ſame unto the ſaid Inhabitants, their Executors or Aſſigns; **Provided always**, and it is the true Intent and Meaning of theſe Preſents, that the ſaid *G. N.* his Executors or Aſſigns ſhall not at his or their Expence or Charge be liable or anſwerable to make good or repair the Damage or Miſchief, that during the ſaid Term ſhall happen or be done to the ſaid Garden and Premiſſes (covenanted to be kept as aforeſaid) by the wilful Act or Default of any the Perſons that now are, or that for the Time being ſhall be intitled to the Benefit of the Covenants herein contained on the Behalf of the ſaid *G. N.* or by the wilful Act or Default of any Child or Children, Lodger or Lodgers, Servant or Servants of any the preſent or future Parties hereunto; but in caſe of ſuch wilful Damage or Miſchief, ſuch Party or Parties, who (or whoſe Child or Children, Lodger or Lodgers, Servant or Servants) ſhall do the ſame, ſhall be at the Expence of making good and repairing ſuch Damage or Miſchief. And the ſaid *G. N.* for himſelf, *&c.* doth further covenant, *&c.* to and with, *&c.* that it ſhall and may be lawful to and for the ſaid Earl, and to and for the ſeveral Inhabitants, their Executors and Aſſigns, and to and for their Children, Friends, Lodgers, Servants and Family, at all ſeaſonable Times, to walk, paſs and go into and from the ſaid Garden or Square at their free Wills and Pleaſure; provided nevertheleſs, and ſo as they or any of them do not (to apparent Damage) in any Manner of wiſe pull, tear, prejudice or ſpoil any of the Trees, Plants, Flowers or Roots, now or hereafter to be ſtanding, growing, being or belonging to the ſaid Square or Garden during the ſaid Term. And for the true Performance of all the before written Covenants and Premiſſes, he the ſaid *G. N.* in Conſideration of ſuch yearly Sum to be paid him as after mentioned, doth hereby oblige himſelf, his Heirs, Executors and Adminiſtrators, unto the ſaid *A. B.* and *C.* (in Truſt nevertheleſs, and to and for the Benefit of all the Perſons that now are or ſhall become Parties hereunto as aforeſaid, proportionably, and according to their reſpective Subſcriptions) in the penal Sum of —— of, *&c.* firmly by theſe Preſents; and the ſaid Earl for himſelf, his Heirs and Aſſigns, and alſo each and every of the ſeveral and reſpective Perſons, who have hereunder wrote, or ſhall hereafter write their Names, affix their Seals, and againſt ſuch reſpective Seals have ſubſcribed ſuch yearly Sum in Manner as under-written, and who ſhall duly execute theſe Preſents, in Conſideration of the Premiſſes, do hereby for themſelves ſeverally and reſpectively, and not jointly, nor one for the other, but each for himſelf and for his own reſpective Heirs, Executors, Adminiſtrators and Aſſigns only, covenant, promiſe and agree, to and with the ſaid *G. N.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, that each and every one of them reſpectively executing theſe Preſents, and ſubſcribing ſuch yearly Sum againſt ſuch their reſpective Names and Seals, in ſuch Manner as is hereunder written, ſet and fixed, ſhall and will yearly and every Year during the ſaid Term of —— Years, in caſe the ſaid *G. N.* ſo long live, well and truly pay or cauſe to be paid, on the —— Day of —— yearly, unto the ſaid *G. N.* his Executors or Aſſigns, all and every ſuch reſpective yearly Sums ſo reſpectively to be ſubſcribed (amounting in the whole to the ſaid yearly Sum of ——) and that without any Manner of Deduction or Abatement whatſoever, according to the true Intent and Meaning of theſe Preſents; the firſt Payment of each Party ſo ſubſcribing to be made on the —— Day next after each Party's reſpectively ſubſcribing: And for the true Payment of the ſaid ſeveral Sums ſo to be ſubſcribed on the Day and Manner aforeſaid, the ſaid Earl, and each of the Parties ſo ſubſcribing, do by theſe Preſents reſpectively bind themſelves, their Heirs, Executors and Adminiſtrators, unto the ſaid *G. N.* his Executors and Aſſigns, in the penal Sum of —— of like Money, firmly by theſe Preſents. **And laſtly**, it is hereby agreed by the ſaid Earl *A. B. C. D. E. F.* and all the other Parties to theſe Preſents, to and with the ſaid *G. N.* that if Default ſhall be made by any the Parties hereunto in Payment of the Sums reſpectively ſubſcribed for by them by the Space of —— after any ſuch Payment ſhall become due; and if the ſaid *G. N.* ſhall not (within the Space of —— from ſuch Default of Payment) from ſome other Perſon or Perſons of the Parties to theſe Articles, receive and be paid what any of the Parties ſhall have made Default in Payment of; then if the ſaid *G. N.* ſhall give Notice in Writing to the ſaid Earl, *A. B. C. D. E. F.* or any two of them, or to the Survivor of them, his Executors or Adminiſtrators, of his being deſirous to diſcontinue and leave taking Care of the ſaid Garden, then and in that Caſe, upon —— Notice thereof, the ſaid *G. N.* ſhall be at Liberty ſo to do; and from the Expiration of ſuch Notice ſhall be excuſed and diſcharged from, and no ways be anſwerable for or in reſpect of the Premiſſes by virtue of the Covenants therein contained. **In Witneſs**, &c.

An Agreement to indemnify a Perſon, who had employed a Bricklayer to build a Houſe, from being charged with other Workmens Bills.

Whereas *T. L.* Bricklayer, hath begun and propoſed building and finiſhing an Houſe in *W.* Street, for or on Account of *Knightly D'Anvers*, the ſaid *T. L.* not only doing the Brick-work thereof, but alſo finding and providing all Materials, and paying all Workmen concerned therein, ſo long as the ſaid *Knightly D'Anvers* ſhall think fit to employ the ſaid *T. L.* the ſaid *Knightly D'Anvers* from Time to Time, when and as the ſaid *T. L.* ſhall deliver Bills, paying him the ſaid *T. L.* ready Money for what ſhall then have been done: **Now** we whoſe Names are hereunto ſubſcribed, being Perſons that have been, or are intended to be employed by the ſaid *T. L.* to find Materials, or do Work in and about the Houſe, Walls or Garden thereto belonging, do hereby ſeverally acknowledge and declare, that we have found, and ſhall find ſuch Materials, and have done, or ſhall do ſuch Work, upon the Credit of the ſaid *T. L.* only, and not on the Credit of the ſaid *Knightly D'Anvers*; and that we do accept the ſaid *T. L.* for our Pay-maſter, and will not at any Time hereafter expect, aſk or demand any Thing of or from the ſaid *Knightly D'Anvers*, his Executors or Adminiſtrators, for, by Reaſon or on Account of what we have done or found, or ſhall ſeverally do or find in or about the Premiſſes as aforeſaid.

J. C. Saſhmaker. *M. R.* Slater and Plaiſterer. *T. G.* Digger.
P. C. Plumber. *T. C.* Carpenter.
J. R. Painter. *I. G.* Maſon.
S. J. W. Brickmaker. *W. W.* Glazier, *&c.*

For performing Bricklayers and Tylers Work in building a Houſe.

Agreed, &c. Between *A. K.* of the one Part, and *W. B.* of the other Part, as followeth, (that is to ſay;)

The ſaid *W. B.* for the Conſiderations here under mentioned, doth for himſelf, his Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *A. K.* his Executors, Adminiſtrators and Aſſigns, as followeth, (that is to ſay) That he the ſaid *W. B.* his Executors, Adminiſtrators, Workmen, Servants or Aſſigns, in ſufficient and Workman-like Manner at his and their own Charges, with the Materials to be for that Purpoſe provided by the ſaid *A. K.* ſhall and will do and perform all the Work and Workmanſhip belonging to the Bricklayer and Tyler, in and about the erecting and building of one good and ſubſtantial new Meſſuage or Tenement, in the Room and Place whereon lately ſtood a certain Meſſuage or Tenement belonging to the ſaid *A. K.* late in the Occupation of *J. L.* ſituate, *&c.* and will build the ſame in ſuch Manner, and ſuch Thickneſs of Walls, Height or Stories, and ſuch and ſo many Lights, Chimnies and Conveniencies, and in ſuch Manner, and will do and perform ſuch ornamental Work about the ſaid Building, as the ſaid *A. K.* his Executors or Aſſigns ſhall order and direct; and that he the ſaid *W. B.* will uſe his utmoſt Care in working up the ſaid *A. K.*'s Materials for the ſaid Building to the moſt Advantage, and will alſo pay and diſcharge all his ſaid Workmen and Servants to be employed in and about the ſame; and will compleatly finiſh all the ſaid Work and Workmanſhip belonging to the Bricklayer and Tyler for building the ſaid intended Meſſuage, on or before the, *&c.* next enſuing the Date hereof; **In Conſideration** of which ſaid Works ſo to be done and performed as aforeſaid, he the ſaid *A. K.* for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant promiſe and agree, to and with the ſaid *W. B.* his Executors, Adminiſtrators and Aſſigns by theſe Preſents, that he the ſaid *A. K.* his Executors, Adminiſtrators and Aſſigns, ſhall and will truly pay or cauſe to be paid unto the ſaid *W. B.* his Executors, Adminiſtrators and Aſſigns, for all ſuch Work which ſhall be by him and them done and performed in and about the ſaid Building (ornamental Work excepted) at and after the Rate of —— of lawful, *&c. per* Rod, for every Rod which the ſaid Work ſhall Meaſure, accounting —— Foot Square for every Rod, and —— of like Money in full for all the ſaid ornamental Work ſo to be done and performed as aforeſaid, and will pay all the ſaid Money in Manner following, *viz. &c.* **In Witneſs**, &c.

For

For making of Bricks (to be made at a certain Place, and delivered at a certain Time) towards finiſhing of Buildings.

Articles of Agreement indented, &c. **Between** *J. W.* of, &c. of the one Part, and *E. H.* of, &c. of the other Part, *viz.*

THE ſaid *E. H.* for the Conſiderations here under mentioned, doth hereby for himſelf, his Executors and Adminiſtrators, covenant, contract and agree, to and with the ſaid *J. W.* his Executors, Adminiſtrators and Aſſigns, as followeth, *viz.* That he the ſaid *E. H.* his Executors, Adminiſtrators, Servants, Workmen or Aſſigns, ſhall and will within the Space of ſeven Months, to be accounted from the Date hereof, at his and their own proper Coſts and Charges, and with good and ſufficient Materials, make, or cauſe to be made in the Pariſh of, &c. for the ſaid *J. W.* of good, hard, well burnt and lawful Bricks, to be all of them full four Inches broad, full eight Inches three Fourths long, and full two Inches and a Half thick when burnt off, and at his and their like Charge deliver or cauſe the ſame to be delivered by ſuch Parcels and Quantities from Time to Time at the Houſe of the ſaid *J. W.* at, &c. as the ſame ſhall be demanded, or Occaſion ſhall require, for carrying on his Building there; **In Conſideration** whereof the ſaid *J. W.* for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant, promiſe and agree, to and with the ſaid *E. H.* his Executors, Adminiſtrators and Aſſigns, that he the ſaid *J. W.* his Executors, Adminiſtrators or Aſſigns, ſhall and will provide the Ground and Place wherein to dig the Earth for, and to make the ſaid Bricks upon, and alſo truly pay or cauſe to be paid unto the ſaid *E. H.* his Executors, Adminiſtrators or Aſſigns, 12 *s.* for every 1000 of the ſaid Bricks to be made and delivered as aforeſaid, *viz.* —— Part thereof, after the ſaid *E. H.* has dug three Weeks in the Ground towards making the ſaid Bricks, and upon the ſaid *E. H.* and his Son *E. H. Jun.* giving their Security by Bond for the ſame, till the Value thereof ſhall be delivered of the ſaid Bricks, to or for the ſaid *J. W.* as aforeſaid, and after the Value of the ſaid —— ſhall be ſo delivered in as aforeſaid, then he and they ſhall and will pay all the Remainder of the ſaid Money to grow due as aforeſaid, as the Reſidue of the ſaid Quantity of Bricks ſhall be delivered in from Time to Time; and if after the ſaid Quantities ſhall be ſo delivered, *J. H.* Bricklayer, and *J. D.* Carpenter, the Workmen of the ſaid *J. W.* ſhall judge and declare the ſaid Bricks to be *bona fide* worth of their Goodneſs, 12 *s. per* 1000, above the Sum before agreed and mentioned; then he the ſaid *J. W.* ſhall and will further pay the ſaid *E. H.* the ſaid 12 *s. per* 1000 for every 1000 of the ſaid Bricks above the ſaid 12 *s. per* 1000 to be paid as aforeſaid, when all the ſaid Quantity ſhall be made and delivered according to the true Meaning of theſe Preſents. (*Penalties.*) **In Witneſs**, &c.

Covenant to make Bricks.

Covenant to find a Place to dig the Earth for and make the Bricks upon, and to pay for the making.

Agreement between a Maſter Shipwright and his Workmen for building a new Ship, purſuant to Articles of Agreement between the Maſter Shipwright and the Merchant or Owner.

Agreed the, &c. **Between** *H. C.* of ——, and *R. S.* of ——, and *W. M.* of ——, of the one Part, and *J. S.* of, &c. of the other Part, as followeth; to wit,

WHEREAS the ſaid *S. S.* by Articles of Agreement, dated, &c. hath contracted and agreed with *T. C.* of, &c. for building the Hull or Body of a new Ship or Veſſel at his Yard in *R.* aforeſaid, to be of the Dimenſions, and in Manner as in the ſaid Articles is mentioned, and to launch the ſaid Ship into the River of —— on or before the laſt Spring-Tide, in the Month of —— next enſuing the Date hereof: **Now theſe Preſents witneſs**, That the ſaid *H. C. R. S.* and *W. M.* for themſelves, their Executors and Adminiſtrators jointly and ſeverally, do hereby covenant, promiſe and agree, to and with the ſaid *J. S.* his Executors, Adminiſtrators and Aſſigns, that they the ſaid *H. C. R. S.* and *W. M.* their Executors or Adminiſtrators, for the Conſiderations here under mentioned, with Timber, Plank, and other Materials, to be provided by and at the Charge of the ſaid *J. S.* at his Yard in *R.* aforeſaid, ſhall and will do and perform, or cauſe and procure the Shipwrights Work and Workmanſhip, which according to the ſaid recited Articles is and ought to be done, for the building and finiſhing the ſaid Hull of the ſaid Ship, to be done and performed in good, ſubſtantial and Workman-like Manner, to the Content and good Liking of the ſaid *J. S.* and as he the ſaid *J. S.* or his Aſſigns, ſhall from Time to Time direct and appoint, and ſhall and will launch the ſaid Ship into the River of ——, on or before the laſt Spring-Tide in the Month of —— next enſuing

Recital of the Agreement between the Merchant and Maſter Carpenter.

Workmens Covenant.

enſuing Date hereof, and clear the Launch wherein the ſaid Ship ſhall be built, immediately after launching thereof. **In Conſideration** of which ſaid Work and Workmanſhip ſo to be done and performed as aforeſaid, the ſaid *J. S.* for himſelf, his Executors and Adminiſtrators, doth hereby covenant, promiſe and agree, to and with the ſaid *H. C. R. S.* and *W. M.* their Executors, Adminiſtrators and Aſſigns, jointly and ſeverally, that he the ſaid *J. S.* his Executors or Adminiſtrators, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *H. C. R. S.* and *W. M.* their Executors, Adminiſtrators or Aſſigns, ſome or one of them, at and after the Rate of, *&c. per* Tun for every Tun, for which he the ſaid *J. S.* his Executors or Adminiſtrators, ſhall be paid by the ſaid *T. C.* according to the ſaid Articles, and ſhall and will pay a proportionable Part of the ſaid Money, from Time to Time as the ſaid Work ſhall be performed, and all the Reſidue of the ſaid Money which ſhall grow due as aforeſaid, and alſo the further Sum of ——, over and above the ſaid Money to grow due as aforeſaid, within, *&c.* after launching the ſaid Ship. **In Witneſs,** &c.

Maſter's Covenant.

Agreement for Sale of ſeveral Parts of a Ship and painting the ſame, and that the Purchaſor will accept a Bargain and Sale of the remaining Parts at ſuch a Price, if executed by ſuch a Time.

Agreed the, &c. **Between** *T. M.* of ——, of the one Part, and *T. B.* of ——, of the Part, as follows, *viz.*

THE ſaid *T. M.* doth hereby covenant and agree for himſelf, his Executors and Adminiſtrators, to and with the ſaid *T. B.* his Executors and Aſſigns, that upon Payment of the Sum of —— *l.* of lawful, *&c.* by the ſaid *T. B.* to him the ſaid *T. M.* as here under is mentioned, and in Conſideration thereof, he the ſaid *T. M.* his Executors or Adminiſtrators, ſhall and will on the, *&c.* next enſuing the Date hereof, ſeal, execute and deliver unto, or to the Uſe of the ſaid *T. B.* his Executors and Aſſigns, at the Dwelling-Houſe of —— in, *&c.* a Bill of Sale ſufficient in the Law of —— Parts of and in all that good Ship or Veſſel called the *F.* of the Burthen of about —— Tons, now at Anchor in the River of —— whereof *T.* was late Maſter, and of all the Maſts, Sails, Sail-Yards, Anchors, Cables, Ropes, Furniture, and other Appurtenances and Things to the ſaid Ship or Veſſel belonging, with a Covenant or Warranty therein to be contained, that the ſaid —— Parts of the ſaid Ship or Veſſel, are free of all Debts and Eſtates, and Incumbrances done by him the ſaid *T. M.* or any claiming under him; **And** will deliver the actual Poſſeſſion of the ſaid Ship to the ſaid *T. B.* his Executors or Aſſigns, immediately upon Payment of —— *l.* Part of the ſaid —— *l.* as hereunder is mentioned; **And** alſo that he the ſaid *T. M.* will at his own Charge paint the ſaid Ship; **And** the ſaid *T. B.* doth for himſelf, his Executors and Adminiſtrators, hereby covenant and agree to and with the ſaid *T. M.* his Executors and Aſſigns, that he the ſaid *T. B.* his Heirs, Executors or Adminiſtrators, ſhall and will at the Place aforeſaid pay the ſaid Sum of —— *l.* for the Purchaſe of the ſaid —— Parts of the ſaid Ship or Veſſel as followeth, *viz. &c. (ſo much on ſuch a Time,)* and will alſo accept of the ſaid Sale of the ſaid —— Parts of the ſaid Ship as aforeſaid; **And** the ſaid *T. B.* doth alſo covenant and agree, to and with the ſaid *T. M.* that if the ſaid *T. M.* ſhall on or before the ſaid, *&c.* next, ſeal, execute and deliver to him or for his Uſe, a Bill of Sale ſufficient in the Law, of the remaining —— Parts of the ſaid Ship with her Appurtenances, he the ſaid *T. B.* will accept thereof, and at the ſame Time pay to the ſaid *T. M.* the Sum of —— *l.* for the ſaid —— Parts thereof: **And** it is further agreed, That if any Accident, Loſs, Damage or Caſualty ſhall happen, to or of the ſaid Ship or Veſſel, or any the Appurtenances or Things thereto belonging, at any Time after the ſaid, *&c.* now inſtant, and Delivery of Poſſeſſion as aforeſaid, the ſaid *T. B.* is to bear, and ſhall and will ſtand to and bear the ſame, and will notwithſtanding pay the ſaid *T. M.* the ſaid remaining Sum of —— *l.* on the, *&c.* next as aforeſaid. *(A Penalty may be added.)* **In Witneſs,** &c.

Agreement for Sale of a new Ship, and for finiſhing the Hull and launching the ſame, &c. *from the Shipwright to the Purchaſor.*

Articles of Agreement indented, *&c.* **Between** *J. T.* of the one Part, and *J. J.* of ——, of the other Part, as follows, to wit;

Agreement to ſell.

THE ſaid *J. T.* for the Conſideration, and at the Price to be paid to him by the ſaid *J. J.* as hereafter is expreſſed, doth hereby agree to ſell unto the ſaid *J. J.* the Hull or

Body of a new Ship or Veſſel, lately built by the ſaid *J. T.* at his own Charge, and now in his Dock at *R.* aforeſaid, computed to be of the Burthen of —— Tons, be the ſame more or leſs; **And** the ſaid *J. T.* for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant, promiſe and agree, to and with the ſaid *J. J.* his Executors, Adminiſtrators and Aſſigns, that he the ſaid *J. T.* his Executors, Adminiſtrators, Workmen, Servants or Aſſigns, ſhall and will at his and their own Charge, in ſubſtantial and Workman-like Manner, do and perform the ſeveral Works in and about the ſaid Hull of the ſaid Ship, as follows; that is to ſay, *&c. (here inſert the Works,)* and will find and provide a compleat Suit of Maſts and Yards fitting for ſuch a Ship, and will likewiſe do and perform all Joyners Work, Painters Work, Glaziers Work, Plumbers Work and all other Works for the compleat finiſhing the ſaid Hull or Body of the ſaid Ship, according to the Cuſtom of the Shipwrights of the River of *Thames*, and will launch her into the River of *Thames*, and deliver her ſafe unto the ſaid *J. J.* his Executors, Adminiſtrators or Aſſigns, on or before the, *&c.* **In Conſideration**, and for the Purchaſe of which ſaid Hull or Body of the ſaid Ship ſo agreed to be ſold, and of the ſeveral Works and Things to be done and performed as aforeſaid, the ſaid *J. J.* for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant, promiſe and agree, to and with the ſaid *J. T.* his Executors, Adminiſtrators and Aſſigns by theſe Preſents, that he the ſaid *J. J.* his Executors, Adminiſtrators or Aſſigns, ſhall and will truly pay, or cauſe to be paid, unto the ſaid *J. T.* his Executors, Adminiſtrators or Aſſigns, ſo much lawful Money of, *&c.* as the ſaid Ship at and after the Rate of, *&c. per* Ton for every Ton, and proportionably for a leſſer Quantity than a Ton ſhall amount unto upon Admeaſurement thereof, according to the Rule and Cuſtom of the Shipwrights of the River of *Thames*, in Manner following, *viz.* —— *l.* Part thereof, on the, *&c.* he the ſaid *J. T.* his Executors or Adminiſtrators, then and at the ſame Time, or any Time ſooner, at the Requeſt of the ſaid *J. J.* his Executors or Aſſigns, executing and delivering a ſufficient Bill of Sale of the ſaid Hull of the ſaid Ship, with her Maſts, Yards and Appurtenances, unto the ſaid *J. J.* his Executors, Adminiſtrators or Aſſigns, or to ſuch other Perſon or Perſons as he or they ſhall order and appoint. *Penalties.* **In Witneſs**, &c.

Covenant to finiſh the Hull,

and launch it.

Covenant to pay the Purchaſe Money in Proportion to the Quantity, on delivering a Bill of Sale.

To go, ſet up, and build a Barge beyond Sea.

Agreed the, *&c.* **Between** *W. H.* of, *&c.* of the one Part, and *J. L.* of, *&c.* of the other Part, as followeth, *viz.*

THE ſaid *W. H.* in Conſideration of the Sum of —— to him in Hand paid by *T. S.* of, *&c.* by the Direction or Procurement of the ſaid *J. L.* at or before the Sealing hereof, on Account and in Part of the Monies to grow due and payable for his Service, as hereunder is mentioned, and which is to be allowed thereout, as hereafter is expreſſed, whereof he acknowledges the Receipt, and for the further Conſideration here under mentioned, he the ſaid *W. H.* doth hereby covenant, promiſe and agree, to and with the ſaid *J. L.* his Executors and Adminiſtrators, That he the ſaid *W. H.* ſhall and will enter on board ſuch Ship or Veſſel as the ſaid *T. S.* ſhall order and give Notice of, after the Date hereof, and ſail in and with the ſame to *A.* in *R.* and ſhall there, or at any other Place within the Dominions of ——, where he ſhall be ordered by the Correſpondents or Aſſigns of the ſaid *T. S.* in ſufficient and Workman-like Manner, put together and ſet up all the Materials, Parts and Pieces of or belonging to a certain Barge now framed, built or agreed to be built by the ſaid *J. L.* for the ſaid *T. S.* and which is afterwards to be taken in Pieces and carried to *A.* and there, or elſewhere in ——, to be rebuilt and put together, and in ſubſtantial and Workman-like Manner compleatly to be built, and finiſh the ſaid Barge, with all the Appurtenances to her belonging, and to make her fit for Service, and to launch and deliver her in Safety unto the Correſpondents or Aſſigns there of the ſaid *T. S.* And the ſaid *J. L.* for himſelf, his Executors and Adminiſtrators, doth covenant, promiſe and agree to and with the ſaid *W. H.* his Executors and Aſſigns, by theſe Preſents, that in Conſideration of the Works, Matters and Things ſo to be done and performed by the ſaid *W. H.* as aforeſaid, he the ſaid *J. L.* his Executors and Adminiſtrators, or the ſaid *T. S.* his Executors, Correſpondents or Aſſigns, or ſome of them, ſhall and will pay and allow, or cauſe to be paid, unto the ſaid *W. H.* or his Aſſigns, at and after the Rate of —— *per* Week, for ſo long Time as he ſhall continue in, and until he ſhall be diſcharged from the Service aforeſaid, by equal half-yearly Payments, as followeth, *viz.* The Moiety of each half-yearly Payment unto *E.* the Wife of the ſaid *W. H.* or ſuch other Perſon or Perſons as he hath or ſhall order and impower to receive the ſame in *England*, and the other Moiety of each half-yearly Payment thereof unto the ſaid *W. H.* or his Aſſigns, in the *R.* the firſt of which ſaid Payments both in *England* and *R.* are to begin and to be made at the End of ſix Months after the ſaid *W. H.* ſhall enter on board the ſaid Ship for his Tranſportation to *A.* as aforeſaid: Nevertheleſs,

theleſs, it is declared and agreed, that the ſaid *T. S.* is to be repaid and allowed the ſaid —— *l.* ſo by him advanced and paid at the Sealing hereof, as aforeſaid, out of the firſt half-yearly Payment to grow due as aforeſaid, and ſhall and may, for that Purpoſe, keep and retain the ſame; any Thing aforeſaid to the contrary notwithſtanding. (*Mutual Penalties may be added.*) **In Witneſs**, &c.

An Agreement concerning the Digging and making a River navigable.

Articles, &c. **Between** *A.* and *B.* of the one Part, and *C.* of the other Part.

FIRST, The ſaid *A.* and *B.* (for the Conſiderations hereafter mentioned) **Do** hereby for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective Executors and Adminiſtrators, covenant with the ſaid *C.* his Executors, *&c.* in Manner as follows, *viz.* **That** they the ſaid *A.* and *B.* or one of them, at their own proper Coſts and Charges ſhall and will before the —— next, in a good, complete and workman-like Manner, cut, dig, cleanſe and make navigable the River running from *G. J.* Bridge to *B.* in the County of *E.* for the full Length of 300 Rods, in Manner as follows, (*viz.*) The Top Edge or Brink of the ſaid River, from the ſaid Baidge, and for the Length aforeſaid, ſhall be from Side to Side at leaſt 26 Feet; and the ſaid River at the Bottom thereof, from the ſaid Bridge and for the Length aforeſaid, ſhall be at leaſt 16 Feet wide; and to at leaſt five Feet deep at every middling Nip-Tide; **And that** the ſaid *A.* and *B.* or one of them at their like Charge, within the Time aforeſaid, ſhall and will, with Part of the Earth or Soil which ſhall be dug in making the ſaid River navigable, fill up and ſtop, in a good and proper Manner, the old River there now running from the ſaid Bridge; **And alſo** ſhall and will, at their like Charge, within the Time aforeſaid, carry and lay other Part of the ſaid Earth and Soil which ſhall be dug near the ſaid Bridge, upon a Piece of waſte Ground there, where a Wharf is intended to be made, at two Rods and a half from the Side of the ſaid intended navigable River; **And alſo** ſhall and will throw and lay the Reſidue of the ſaid Earth and Soil to be ſo dug as aforeſaid, at leaſt four Feet and a half from the Edge or Brink of the ſaid intended navigable River, on which Side thereof the ſame ſhall be thought moſt convenient: **In Conſideration** of which ſaid River to be compleatly dug and made navigable, by them the ſaid *A.* and *B.* and of their carrying, laying and throwing the Earth thereof, at their Charge, within the Time and in Manner aforeſaid, **He** the ſaid *C.* for himſelf, his Heirs, Executors and Adminiſtrators, **Doth** hereby covenant to and with them the ſaid *A.* and *B.* their Executors, Adminiſtrators and Aſſigns, in Manner as follows (*viz.*) That he the ſaid *C.* his Executors, *&c.* ſhall and will well and truly pay, or cauſe to be paid, unto them the ſaid *A.* and *B.* their Executors, *&c.* on or before the ſaid —— Day of ——, the Sum of 20 *s.* of, *&c.* for every Rod which ſhall be by them ſo cut, dug and cleanſed, for the making the ſaid intended River navigable in Manner as aforeſaid; **And alſo** that he the ſaid *C.* at his Charge, ſhall and will forthwith provide and deliver to them the ſaid *A.* and *B.* or one of them, 20 new, ſtrong, ſtout, good Elm Planks, and 90 Deal Boards, to be by them uſed for and towards making the ſaid River navigable, and for doing and performing the other Works aforeſaid; **And laſtly**, For the true Performance of the ſeveral and reſpective Covenants and Agreements herein before contained, on the Parts of each of them the ſaid *A. B.* and *C.* to be done and performed, in Manner as aforeſaid, they the ſaid *A. B.* and *C.* do hereby bind themſelves unto each other, and to the reſpective Executors, Adminiſtrators and Aſſigns of each other, in the penal Sum of 200 *l.* a-piece, of, *&c.* firmly by theſe Preſents. **In Witneſs**, &c.

For an Indian *Servant to ſerve another Perſon to dive to recover a Wreck, and do other Buſineſs, at* —— per *Week.*

Agreed the, *&c.* **Between** *J. H.* of the one Part, and *E. B.* of the other Part, as followeth, *viz.*

THE ſaid *J. H.* in Conſideration of —— of lawful, *&c.* to him in Hand paid before Sealing and Delivery hereof, by the ſaid *E. B.* the Receipt whereof he doth hereby acknowledge, and thereof doth acquit and diſcharge the ſaid *E. B.* and for the further Conſideration here under mentioned, doth for himſelf, his Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *E. B.* That *T.* his *Indian* Servant, ſhall be, remain, continue with and ſerve the ſaid *E. B.* in his preſent Undertaking, to recover a Wreck near,

&c. the ſaid *T.* being expert in diving, and in ſuch other Buſineſs and Service as the ſaid *E. B.* ſhall think fit to employ him, for the Term of —— Weeks, to begin and to be accounted from the, *&c.* and after the Expiration of the ſaid —— Weeks, for ſuch further Time and Term as the ſaid *E. B.* ſhall have Occaſion to employ him: **And** the ſaid *E. B.* for himſelf, his Executors and Adminiſtrators, doth covenant and agree to and with the ſaid *J. H.* his Executors and Adminiſtrators, That he the ſaid *E. B.* his Executors and Adminiſtrators, ſhall and will pay and allow unto the ſaid *J. H.* the Sum of —— *per* Week for every Week the ſaid *T.* his Servant ſhall continue with and ſerve the ſaid *E. B.* after the End of the ſaid —— Weeks; and will likewiſe find and provide the ſaid *T.* at ſuch Time as ſhe ſhall ſerve and be with him, Meat, Drink, Waſhing and Lodging. **In Witneſs**, &c.

An Agreement to engrave a Set of Cuts for a Book.

Articles, &c. **Between**, &c.

FIRST, He the ſaid *B.* (in Conſideration of the Sum of 6*l.* 6*s.* to be paid to him for engraving of every King's and Queen's Effigy by the ſaid *B.* as herein after is mentioned) **Doth** for himſelf, his Executors and Adminiſtrators, covenant with the ſaid *A.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, in Manner as follows, (*viz.*) That he the ſaid *B.* at his own Coſts and Charges, ſhall find and provide ——— good and proper Copper-plates, and engrave, or cauſe to be well engraved, on every of the ſaid Copper Plates, the Effigy of every King and Queen that has reigned in and been the ſole Monarch of the Kingdom of *England*, or of *Great Britain*, from —— to the Date hereof; To the Intent the ſame may be printed by him the ſaid *A.* and be by him placed or affixed at the Beginning of the Reign of every ſuch King or Queen, in a certain Hiſtory of *England* now printing by him, intitled, *&c.* **And alſo** that he the ſaid *B.* ſhall and will, in Workman-like Manner perform, compleat, finiſh and deliver every ſuch Effigy unto him the ſaid *A.* or his Order, within 14 Days next after every Notice ſhall be given by the ſaid *A.* for that Purpoſe. The firſt of which Effigies to be engraved, being that of ——, ſhall be ſo done and delivered by him the ſaid *B.* to the ſaid *A.* within 14 Days next after the Day of the Date hereof. **In Conſideration** of which ſaid ſeveral Effigies to be ſo engraved, finiſhed and delivered by the ſaid *B.* to the ſaid *A.* in Manner as aforeſaid, he the ſaid *A.* for himſelf, his Executors and Adminiſtrators, **doth** covenant with the ſaid *B.* his Executors, Adminiſtrators and Aſſigns, by, *&c.* That he the ſaid *A.* or his Aſſigns, ſhall and will well and truly pay, or cauſe to be paid unto the ſaid *B.* immediately upon his Delivery of every ſuch King or Queen's Effigy, as aforeſaid, the Sum of 6*l.* 6*s.* of, *&c.* without any Abatement whatſoever. **And laſtly**, for true Performance, *&c.* (*A Penalty.*) **In Witneſs**, &c.

For making a Quantity of Shoes.

Agreed the, &c. **Between** *J. W.* of the one Part, and *P. D.* of the other Part, as followeth, *viz.*

THE ſaid *J. W.* for the Conſideration here under mentioned, doth hereby covenant and agree for himſelf, his Executors and Adminiſtrators, to and with the ſaid *P. D.* his Executors and Aſſigns, That he the ſaid *J. W.* his Executors or Aſſigns, ſhall and will at his and their own Charge, make, or cauſe to be made and provided, for the ſaid *P. D.* —— Pairs of Men's Shoes, to be all of the ſame Sorts of Leather and Goodneſs, according to the Pattern for that Purpoſe made and agreed upon between the ſaid Parties, and to make the ſaid Shoes from 10 to 13 Sizes, and to deliver the ſame at his own like Charge to the ſaid *P. D.* at, *&c.* within two Kalendar Months from the Date hereof: **In Conſideration** whereof, the ſaid *P. D.* for himſelf, his Executors and Adminiſtrators, doth covenant and agree to and with the ſaid *J. W.* his Executors and Aſſigns, truly to pay to him or them ſo much lawful Money of *Great Britain* as the ſaid Shoes ſhall amount unto, at and after the Rate and Price of —— *per* Pair, and to pay the ſame after —— Months after Delivery of all the ſaid Shoes aforeſaid. **And it is agreed**, That if any of the ſaid Shoes ſhall not be made agreeable to the ſaid Pattern, and for that Reaſon ſhall be refuſed by the ſaid *P. D.* he the ſaid *J. W.* ſhall and will take back ſuch as ſhall be ſo refuſed, and deliver the ſaid *P. D.* the like Quantity, of the Goodneſs and Make according to the ſaid Pattern. **In Witneſs**, &c.

Covenant to pay for them.

Agreement to take back ſuch as are not agreeable to the Pattern, and deliver others.

For

For keeping a new Chariot in Repair for ſeven Years, at ——— l. per Ann.

Agreed, &c. Between *J. N.* of, *&c.* Coachmaker, of the one Part, and *R. K.* of ——, of the other Part, as followeth, *viz.*

Whereas the ſaid *J. N.* in Conſideration of the Sum of ——— in Hand paid, and of an old Chariot and Harneſs delivered to him by the ſaid *R. K.* whereof the ſaid *J. N.* doth acknowledge the Receipt, he hath ſold to the ſaid *R. K.* a new Chariot and Harneſs: Now theſe Preſents witneſs, That for the Conſiderations hereunder mentioned, he the ſaid *J. N.* doth for himſelf, his Executors and Adminiſtrators, hereby covenant and agree to and with the ſaid *R. K.* his Executors, Adminiſtrators and Aſſigns, That he the ſaid *J. N.* his Executors and Adminiſtrators, at his and their own proper Charge to be accounted, on Notice or Requeſt, ſhall and will from Time to Time, during the Term of ſeven Years from the Date hereof, maintain, amend and keep the new Chariot and Harneſs ſo ſold to the ſaid *R. K.* in good and handſome Order, Repair and Condition, and will, as often as Occaſion ſhall require, find and provide new Wheels for the ſaid Chariot, with Clouts, Clout-Nails, and Greaſe for the ſame, and Oil for the Chariot and Harneſs, when required, and once in every two Months in the Year, at leaſt, or oftner if required, one of the Servants of the ſaid *J. N.* ſhall clean the ſame Chariot and Harneſs, and all Things belonging to them, at the ſaid *R. K.*'s Coach-houſe in the *L.* And that he the ſaid *J. N.* will provide the ſaid *R. K.*'s Coachman with Bruſhes and Sponges to keep the ſame clean, and will do all other Works and Things for maintaining and keeping the ſaid Chariot and Harneſs in ſuch good Order and Repair as aforeſaid, during the ſaid Term; except finding and providing new Glaſſes, if they are at any Time broke by any Accident; or repairing or mending any Hurt or Damage which may happen to the ſaid Chariot by being overturned, or other Violence or Accident; or making good any Thing belonging to it, which may happen to be loſt or ſtole therefrom at any Time, but when the ſaid Chariot or Harneſs ſhall be at the Houſe or in the Cuſtody of the ſaid *J. N.* from which the ſaid *J. N.* his Executors and Adminiſtrators are to be exempted and diſcharged; And that he the ſaid *J. N.* if required by the ſaid *R. K.* at any Time during the ſaid Term, will at his like Charge make Steps to the Doors of the ſaid Chariot. In Conſideration of which ſaid Works and Things to be done as aforeſaid, he the ſaid *R. K.* doth hereby for himſelf, his Executors and Adminiſtrators, covenant and agree to and with the ſaid *J. N.* his Executors, Adminiſtrators and Aſſigns, That he the ſaid *R. K.* his Executors and Adminiſtrators, ſhall and will yearly and every Year, during the ſaid Term of ſeven Years, truly pay, or cauſe to be paid, unto the ſaid *J. N.* his Executors, Adminiſtrators or Aſſigns, the Sum of —— of lawful, &c.

Twelfthly, Between ſeveral Perſons of a Trade, to regulate Meaſures and other Things relating thereto.

Articles between Glue-men, touching the Size of a Baſket for the Meaſure of Chippings, &c.

Articles, &c. Between *J. H.* of, *&c.* and *H. B.* of, *&c.* of the one Part, *W. W.* of, *&c.* *W. H.* of, *&c.* *W. M.* of, *&c.* *E. R.* of, *&c.* and *T. B.* of, *&c.* together with the ſeveral other Perſons who ſhall or may duly ſeal and execute theſe Preſents, of the other Part, as follows.

Whereas the ſeveral Perſons, Parties to theſe Preſents, have heretofore carried on, and ſtill continue to occupy the Trade and Buſineſs of Glue and Size Boilers, and many Diſputes and Differences have ariſen between them and others of the ſame Buſineſs and Employment, and alſo between them and the Tanners, Leather-dreſſers and others, concerning the Size and Bigneſs of the Meaſure or Baſket made uſe of in buying and ſelling the Wet-Pieces, Cuttings or Chippings of Skins, uſed in the ſaid ſeveral Trades or Buſineſs as aforeſaid; and in order to prevent ſuch Diſputes for the future, it was agreed upon by and between the ſeveral Parties to theſe Preſents, at a Meeting for that Purpoſe had on the 18th Day of *January* inſtant, that the Baſket for the future to be made uſe of to meaſure and aſcertain the Quantity of ſuch Wet-Pieces, Cuttings or Chippings of Skins, ſhould be of the Size, Content and Dimenſions following, (that is to ſay) Being a round Basket, two Feet Diameter at Top

and Bottom; in the Middle, or Bulge, two Feet four Inches Diameter; and in Depth from Top to Bottom under the Border, 18 Inches; and of no other Size, Content or Dimenſion whatſoever: **Now theſe Preſents witneſs**, That in Purſuance and in Conſideration of ſuch Agreement, and the Benefit and Advantage accruing to all the Parties to theſe Preſents thereby, the ſaid *W. W. W. H. W. M. E. R.* and *T. B.* and all and every other Perſon or Perſons whoſoever, who ſhall or may hereafter ſeal and execute theſe Preſents, do hereby for themſelves ſeparately, and for their ſeveral and reſpective Acts and Deeds, Executors and Adminiſtrators, covenant, promiſe, article and agree to and with the ſaid *J. H.* and *H. B.* and each of them, their and each of their Executors and Adminiſtrators, in Manner following, (that is to ſay) That they the ſaid *W. W. W. H. W. M. E R.* and *T. B.* any, or either of them, or any other Perſon who ſhall duly execute theſe Preſents, as aforeſaid, ſhall not, nor will at any Time or Times hereafter, by himſelf, themſelves, or any of them, his, their, any or either of their Agents, Factors, Servants or others, buy, ſell, contract or agree for, or cauſe or procure to be bought, ſold, contracted or agreed for, either for their own Uſe or Benefit, or the Uſe and Benefit of any Perſon or Perſons whomſoever, any Parcel or Quantity of Wet-Pieces, Cuttings or Clippings of Skins whatſoever, ſo by them uſed, or to be uſed as aforeſaid, or to any Tanner, Leather-dreſſer, or other Perſon, Dealer or Trader whomſoever, by any other Baſket or Meaſure than what is above deſcribed and ſet forth; and that the ſame ſhall from henceforth remain and continue, and be the only Standard-ſize Baſket or Meaſure wherewith to buy, ſell and meaſure ſuch Pieces, Clippings or Cuttings, as aforeſaid, without any Inlargement or Diminution thereof, in any Manner howſoever; **And** the ſaid *J. H.* and *H. B.* do hereby for themſelves ſeparately, and for their ſeparate and reſpective Acts, Deeds, Executors and Adminiſtrators, covenant, promiſe, article and agree to and with the ſaid *W. W. W. H. W. M. E. R.* and *T. B.* each and every of them, their and each and every one of their Executors and Adminiſtrators, in Manner following, (that is to ſay,) That they the ſaid *J. H.* and *H. B.* each or either of them, ſhall not, nor will at any Time or Times hereafter, by themſelves, jointly or ſeparately, or by his, their or either of their Agents, Factors, Servants or others, buy, ſell, contract or agree for, or cauſe or procure to be bought, ſold, contracted or agreed for, either for their own Uſe or Benefit, or the Uſe or Benefit of any Perſon or Perſons whomſoever, any Parcel or Quantity of Wet-Pieces, Cuttings or Clippings of Skins, ſo by them uſed, or to be uſed, as aforeſaid, of or to any Tanner, Leather-dreſſer, or other Perſon, Dealer or Tradeſman whomſoever, by any other Baſket or Meaſure than what is above deſcribed and ſet forth, and that the ſame ſhall from henceforth remain, continue, and be the only Standard-ſize Baſket and Meaſure wherewith to buy, ſell and meaſure ſuch Pieces, Clippings or Cuttings, as aforeſaid, without any Inlargement or Diminution thereof in any Manner howſoever. **And further it is agreed** by and between all the Parties to theſe Preſents, That theſe preſent Articles of Agreement, and the Covenants herein contained, ſhall ſtand, remain, continue and be in full Force, and ſubject to the Penalty or Sum of 50 *l.* hereafter mentioned for every Breach, Non-performance of, or Non-compliance with the Covenants, Articles and Agreements aforeſaid, againſt all and every the Parties to theſe Preſents, for their ſeparate Acts and Deeds, for and during the full Term of ſeven Years, or until ſuch Time or Term as the ſaid Parties hereto, or a major Part of them, ſhall think reaſonable and convenient to vacate, diſſolve and cancel the ſame. **And laſtly**, the ſaid *J. H.* and *H. B.* for the due and true Performance of all and every the Covenants, Articles and Agreements herein contained, and on their and each of their ſeparate Parts and Behalfs to be done, performed and kept, do bind themſelves ſeparately and their and each of their reſpective Heirs, Executors and Adminiſtrators, to the ſaid *W. W. W. H. W. M. E. R.* and *T. B.* and each and every of them, their and each and Every of their Executors and Adminiſtrators, in the penal Sum of 50 *l.* firmly by theſe Preſents. **And** the ſaid *W. W. W. H. W. M. E. R.* and *T. B.* and each and every of them, and all and every other Perſon and Perſons who ſhall or may hereafter duly ſeal and execute theſe preſent Articles, do, and each and every of them doth, for their and each and every of their due and true Performance of all and every the Covenants, Articles and Agreements herein contained, and on their, and each and every of their ſeparate Parts and Behalfs to be done, performed and kept, bind themſelves ſeparately, and their and each and every of their ſeparate Heirs, Executors and Adminiſtrators, to the ſaid *J. H.* and *H. B.* and each of them, their and each of their Executors and Adminiſtrators, in the like penal Sum of 50 *l.* firmly by theſe Preſents. **In Witneſs**, &c.

Thirteenthly, Agreements concerning the Freight of Ships.

For Freight to a Place, between the Maſter of a Ship and a Merchant.

Agreed, &c. Between *W. M. &c.* Maſter of the Ship *G.* Burthen about —— Tons, now at Anchor, *&c.* and forthwith bound out on a Voyage to *L.* of the one Part, and *J. J.* of, *&c.* Merchant, of the other Part, as followeth, (that is to ſay,)

Covenant to take in Goods, *&c.*

THE ſaid Maſter, for the Conſideration hereunder mentioned, doth hereby for himſelf, his Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid Merchant, his Executors, Adminiſtrators and Aſſigns, that the ſaid Ship ſhall with all Expedition be made ready, and provided in all Reſpects, fitting for ſuch a Ship, and the Vogage aforeſaid, and ſhall receive and take aboard her, for the ſaid Merchant, —— (*name the Goods*) and within —— Days after the Date hereof, ſhall ſet Sail and depart from —— outwards, and Wind and Weather ſerving, ſhall ſail directly to *L.* and within —— Days after her Arrival there, ſhall unlade and deliver the ſame unto the Factors or Aſſigns of the ſaid Merchant, (the Dangers of the Sea, Enemies, and the Reſtraint of Princes and Rulers always excepted):

Covenant to deliver and receive the Goods and pay Freight.

And the ſaid Merchant for himſelf, his Executors or Aſſigns, doth hereby covenant and agree to and with the ſaid Maſter, his Executors and Aſſigns, that he the ſaid Merchant, his Executors, Factors or Aſſigns, ſhall or will lade or tender the ſaid —— (*the Goods*) to be laden aboard the ſaid Ship, and receive and diſcharge the ſame from aboard her at *L.* within the reſpective Times therefore limited; and will truly pay, or cauſe to be paid unto the ſaid Maſter, his Executors or Aſſigns, for Freight thereof, at and after the Rate of —— immediately after a right Diſcharge and Delivery thereof at *L.* aforeſaid, with Primage and Average accuſtomed, and two third Parts of all Port-Charges to grow due during the ſaid Voyage; the other third Part thereof to be paid by the ſaid Maſter. (*Penalties may be added as uſual*). In Witneſs, &c.

Agreement for Freight to a Place between one that has a Charter-Party for a certain Number of Tons to a Merchant for Part of that Number.

Recital of Charter-Party to *T. S.*

WHereas *R.* of, *&c.* Maſter of the good Ship or Veſſel called the *S.* Burthen about —— Tons, hath by the Charter-Party, dated, *&c.* let unto *T. S.* of, *&c.* —— Tons of the ſaid Ship's Tonnage, for her intended Voyage to *A.* and thence to *L.* to be laden with —— within the Time, and in Manner as in the Charter-Party is mentioned, for which the ſaid *T. S.* is to pay —— *per* Ton for Freight, and Primage and Average, as accuſtomed; as thereby, Relation being thereunto had, may appear:

T. S. agrees that *J. H.* ſhall have Part of his Share.

Now theſe Preſents witneſs, That the ſaid *T. S.* doth hereby let unto *J. H.* of, *&c.* Merchant, —— Tons of the ſaid —— Tons of the ſaid Ship's Tonnage to him letten by the ſaid recited Charter-Party, to be laden with —— by the ſaid *J. H.* at the Time, and in Manner, and at the ſame Rate for Freight, as the ſaid *T. S.* is by the ſaid Charter-Party obliged, and hath thereby covenanted to load and pay for the ſame:

Covenant to lade and unlade at the Times in the Charter-Party and to pay Freight and indemnify *T. S.*

And the ſaid *J. H.* doth therefore hereby covenant and agree for himſelf, his Executors and Adminiſtrators, to and with the ſaid *T. S.* his Executors and Aſſigns, that he the ſaid *J. H.* his Executors, Factors or Aſſigns, ſhall and will at *A.* lade the ſame —— Tons of —— aboard the ſaid Ship to him thereby letten, and unlade the ſame at *L.* within the reſpective Times limited and appointed by the ſaid Charter-Party; and will pay Freight for the ſame, and all other Payments to the ſaid Maſter of the ſaid Ship, his Executors or Aſſigns, at *L.* and perform all other Matters in Reſpect thereof, at the ſame Times, and in Manner as the ſaid Charter-Party is mentioned, and ought to be done and performed by the ſaid *T. S.* and thereof, and therefrom, and from all Actions, Suits, Payments and Damages, by Reaſon thereof, ſhall and will diſcharge and keep harmleſs the ſaid *T. S.* his Heirs, Executors and Adminiſtrators, and every of them. In Witneſs, &c.

Agreement for Freight of Timber pursuant to an Agreement with the Commissioners of the Navy.

Articles of Agreement indented, &c. **Between** *J. S.* of, &c. Merchant, Owner of the several Ships or Vessels here under mentioned, of the one Part, and *G. H.* of, &c. of the other Part, as followeth, that is to say.

Whereas the said *G. H.* hath contracted with the Commissioners of his Majesty's Navy, to deliver into his Majesty's Yard at *P.* a Parcel of Timber of thick Stuff, Plank and Knees, containing about —— Loads, on or before the, &c. which will be in the Year, &c. **Now** the said *J. S.* for the Considerations here under mentioned, doth hereby for himself, &c. covenant, &c. to and with the said *G. H.* his, &c. by these Presents, as followeth, that is to say, That the several Ships or Vessels hereafter mentioned, *viz.* the *J. E. C.* Master, (*and so on as to the Rest*) and fitted and ready for Service hereunder mentioned, shall with all convenient Speed, after the Date hereof, set sail and depart from *R.* aforesaid, and sail and proceed directly to *K.* near the City of *B.* and shall there, &c. and take aboard them severally, all such Timber as the Agents or Assigns of the said *G. H.* shall lade or tender to be laden aboard each the said Ships; and being so severally laden, shall set sail and depart from *H.* aforesaid, and sail and apply directly unto the King's Yard at *P.* and shall there make a right Discharge and Delivery of their respective Lading unto such Officers of the said Yard, as shall be appointed to receive the same; and that the said Vessels, or such one or more of them as shall be needful, or required by the said *G. H.* shall with all convenient Speed, after such their Delivery and Discharge at *P.* aforesaid, sail, go and return to *H.* as aforesaid, and there receive and take aboard all the Remainder of the said Timber, and being so laden, shall sail to the King's Yard at *P.* and there make a right Discharge and Delivery thereof as aforesaid and end and finish their said Service, (the Dangers, &c. always excepted:) **And further,** that neither the Masters of the said several Vessels, or any of the Sailors or Ships Companies belonging to them, or any of them, or any other Person or Persons whatsoever, by their or any of their Order, Means, Privity or Consent, shall or will cut, saw, or otherwise prejudice, or suffer to be cut, sawed or prejudiced any Pieces of the said Timber, or any Part thereof for the better Conveniency of Stowage, or any other Reason whatsoever, but deliver the same to the Yard at *P.* aforesaid, intire, and in the same Manner as they were laden and received on board the said Vessels at *H.* aforesaid: **In Consideration whereof** the said *G. H.* for himself, &c. doth covenant, &c. to and with the said *J. S.* his, &c. by these Presents, that he the said *G. H.* his, &c. shall and will well and truly pay or cause to be paid unto the said *J. S.* his, &c. or to his or their Order in *L.* for the Freight or Hire of the said Ships, at and after the Rate of, &c. *per* Load for every Load of the said Ship's Timber, which shall be delivered at the King's Yard at *P.* aforesaid, from all or any of the said Ships or Vessels respectively, according as the Timber, which each Vessel shall carry and deliver, shall measure by the usual way of Measurement thereof, by the Officers of the Navy which the said *G. H.* is to be concluded by; and to pay the Freight to grow due for the said several Ships, within —— Days after the Delivery of each Ship respectively: **And** that he the said *G. H.* his, &c. shall and will, at his and their own Charge, procure Protections for a sufficient Number of Men to sail in the said Ships, during the Time they shall be employed in the said Service. **And it is declared** and agreed between the said Parties, that in case any small Parcel of the said Timber shall at any Time be refused, and not measured by the Officers of the Yard at *P.* aforesaid, in such case the said *J. S.* his Executors, Administrators or Assigns, are not to be paid, nor shall or will expect or demand any Freight or Consideration for the Carriage of any such small Parcel of the said Timber, which shall be refused as aforesaid. **And lastly it is declared** and agreed by and between the said Parties, that the said *J. S.* is to have and shall take the Benefit of the Convoy, which the said *G. H.* by Agreement with the Commissioners of the Navy, is to have and be allowed, as other Ships in the like Service have, and is usual for the said Service and Voyage. (*A Penalty may be added.*) **In Witness,** &c.

Recital of *G. H.*'s Agreement, with the Commissioners of the Navy, to deliver Timber at a certain Place.

Covenant for the Ships to set sail from *R.* to *K.* and there to take on board Timber and carry the same to the King's Yard, and that some of the Ships shall fetch what Timber remains.

And that none of the Ship's Crew shall cut or prejudice the Timber, but deliver it as it was received.

Covenant to pay for the Freight.

That *G. H.* shall procure Protections for a sufficient Number of Sailors.

Declaration, that if any small Parcel of Timber be refused to be measured, no Freight of it shall be paid, and that *J. S.* ist o have a Convoy.

Agreement for Freight of Goods to a Place, and the Master to sell them for the Purchase of other Goods which he is to bring Home.

This Indenture made, &c. **Between** *R.* &c. Master of the good Ship or Vessel called the *P.* Burthen about —— Tons, now at, &c. bound out on a Voyage to *O.* and thence to return to the Port of *L.* of the one Part, and *A.* of, &c. of the other Part,

Witnesseth,

Tonnage let.

Covenant that the Maſter will receive Goods on board, and diſpoſe thereof on his Arrival at *C.* for other Goods which he ſhall take on board and deliver to the Merchant at *L.*

Witneſſeth, That the ſaid Maſter for the Conſiderations hereafter mentioned, doth hereby let unto the ſaid Merchant Tonnage in the ſaid Ship, for her intended Voyage, and the ſaid Merchant hath hired the ſame as here under is mentioned: And thereupon the ſaid Maſter doth hereby for himſelf, his Executors, Adminiſtrators and Aſſigns, covenant and agree to and with the ſaid Merchant, his Executors, Adminiſtrators and Aſſigns, that the ſaid Maſter ſhall and will receive on board the ſaid Ship all ſuch Goods as the ſaid Merchant ſhall lade, or tender to be laden aboard her outwards, before the ſaid Ship's Departure from *G.* outwards, not exceeding —— Tons of the ſaid Ship's Tonnage; and that the ſaid Maſter will, on the ſaid Ship's Arrival at *C.* aforeſaid, ſell and diſpoſe of the ſaid Goods, which the ſaid Merchant ſhall ſo lade on board the ſaid Ship, in the Purchaſing and Buying of —— for the ſaid Merchant, or as much as can be bought and purchaſed for the ſaid Goods, or otherwiſe in the Purchaſing of —— if no —— can be gotten according to the Orders of the ſaid Merchant, and for his moſt Advantage, to the beſt of the Skill and Judgment of the ſaid Maſter; and that the ſaid Maſter will take and lade aboard the ſaid Ship at *O.* aforeſaid, all ſuch —— or —— which ſhall be ſo bought and purchaſed with or for the ſaid Goods, which ſhall be laden aboard the ſaid Ship, by the ſaid Merchant outwards, as aforeſaid, within the Time of the ſaid Ship's Stay at *O.* aforeſaid, and within —— Days after the ſaid Ship's Arrival at *L.* ſhall and will deliver, or cauſe all the ſaid —— and —— to be purchaſed, and laden on board the ſaid Ship as aforeſaid, to be delivered to the ſaid Merchant, his Executors or Aſſigns, (Wind and Weather, *&c.*)

Covenant that the Merchant will pay Freight.

And the ſaid Merchant, for himſelf, his Executors, Adminiſtrators and Aſſigns, doth hereby covenant, promiſe and agree to and with the ſaid Maſter, his Executors, Adminiſtrators and Aſſigns, that he the ſaid Merchant, his Executors or Adminiſtrators, ſhall and will, well and truly pay, or cauſe to be paid unto the ſaid Maſter, his Executors or Aſſigns, Freight for all ſuch Goods, which ſhall be bought and purchaſed with the ſaid Merchant's outward Goods, and laden on board the ſaid Ship, and delivered to the ſaid Merchant, in the River of *Thames*, at and after the Rates following, *viz.* at and after the Rate of —— *l.* of lawful, *&c. per* Ton, for every Ton of *Orchelia* Weed, and at and after the Rate of —— of like lawful Money *per* Ton for every Ton of ——, which the ſaid Ship ſhall import, and deliver to the ſaid Merchant, his Executors or Aſſigns, at the Port of *L.* and proportionably for a leſſer Quantity than a Ton, accounting 2000 Weight neat, at the King's Beam at the Cuſtom-houſe, *L.* to a Ton; and of two Pipes, or four Hogſheads to the Ton, and will pay the ſaid Monies, to grow due as aforeſaid, *&c. (Penalty.)* In Witneſs, &c.

Agreement for Freight, if the Merchant procures the Maſter a Paſſ-port, and to ſeal a Charter-Party.

Agreed the, *&c.* Between, *J. P. &c.* Maſter of the good Ship or Veſſel called the *P.* Burthen about —— Tons, now at Anchor in the River of *T.* of the one Part, and *R. R.* of, *&c.* Merchant of the other Part, as followeth, *viz.*

The ſaid *J. P.* for himſelf, his Executors and Adminiſtrators, in Conſideration of the Freight here under mentioned, Doth hereby covenant and agree, to and with the ſaid *R. R.* his Executors, Adminiſtrators and Aſſigns, that if on or before the, *&c.* the ſaid *R. R.* ſhall and do procure and deliver to the ſaid *J. P.* a Paſſport for the ſaid Ship to ſail to, *&c.* and back to *L.* without being taken by the *French* Privateers, or Men of War, that then, and in ſuch caſe he the ſaid *J. P.* ſhall immediately thereupon let to the ſaid *R. R.* and ſuch other Merchants as the ſaid *R. R.* ſhall name, ſuch Parts of the ſaid Ship's Tonnage, as he ſhall order and appoint for a Voyage to be made with her to *A.* and back to *L.* and that in ſuch caſe the ſaid Ship ſhall be ſufficiently fitted and provided, and ſhall carry —— Guns and —— Men, and ſhall receive on board her, ſuch Goods as the ſaid Merchant ſhall lade outwards; and with the firſt Opportunity of Wind and Weather after the, *&c.* now next, ſhall ſail from *G.* for *A.* aforeſaid, and take in for the ſaid Freighters her Lading of, *&c.* according to their Proportions of her Tonnage, and ſtay there —— Days, and with the firſt fair Wind afterwards ſail and return to *L.* and deliver her ſaid Lading, at the Rate of —— Sterling *per* Ton, for, *&c.* and —— *per* Ton for Primage, and Cap-loggen upon all the ſaid Goods; and the Freighters to pay two third Parts of all Port Charges; and to account of —— Goods —— to the Ton, and of all other Goods —— Weight neat to a Ton; And that he the ſaid *J. P.* will upon Requeſt in that Behalf, ſeal and execute unto the ſaid Merchants a Charter-Party for the Voyage, and upon the Terms, and according to the Agreements aforeſaid, to be drawn and prepared by ——: And the ſaid *R. R.* doth hereby covenant and agree to and with the ſaid *J. P.* his Executors, Adminiſtrators and Aſſigns, that he the ſaid *R. R.* and other Mer-

chants which he ſhall procure, ſhall and will, in ſuch Caſe as aforeſaid, hire and take to Freight all or ſuch Parts of the ſaid Ship's Tonnage, as ſhall be mentioned in or ſubſcribed to the ſaid Charter-Party for the ſaid Voyage, and upon the Terms and Conditions before mentioned; **And** that he the ſaid *R. R.* and the ſaid Merchants which ſhall ſo take Tonnage in the ſaid Ship, ſhall and will at the Place aforeſaid ſeal and execute to the ſaid *J. P.* a Counterpart of the ſaid Charter-Party, ſo to be by him ſealed at the ſame Time of his executing thereof, as aforeſaid. (*Mutual Penalties may be added.*) **In Witneſs**, &c.

Agreement for Freight from a Place.

This Indenture made, *&c.* **Between** *J. P.* Maſter of the Ship *P.* Burthen about —— Tons, now bound out for *C.* of the one Part, and *A. K.* of —— of the other Part, **Witneſſeth**, That the ſaid Maſter, for the Conſideration hereunder mentioned, for himſelf, his Executors and Adminiſtrators, doth hereby covenant and agree to and with the ſaid Merchant, his Executors and Aſſigns, as followeth, that is to ſay, That he the ſaid Maſter will receive and take aboard the ſaid Ship at *C.* during her Stay there, in this her preſent intended Voyage thither, —— Tons, or a greater or leſſer Quantity either of —— or —— Tons, as the Factors or Aſſigns of the ſaid Merchant ſhall tender to be laden aboard the ſaid Ship within —— Days after her Arrival there, and ſhall and will deliver all the ſaid Goods and Merchandizes, which ſhall be laden aboard the ſaid Ship, unto the ſaid Merchant, or his Aſſigns at *L.* on the ſaid Ship's Arrival there, (the Caſualties and Dangers of the Sea always excepted.) **And** the ſaid Merchant doth hereby for himſelf, his Executors and Adminiſtrators, covenant and agree to and with the ſaid Maſter, his Executors and Aſſigns, as followeth, that is to ſay, That he the ſaid Merchant, his Executors or Adminiſtrators, ſhall and will pay to the ſaid Maſter, his Executors, Adminiſtrators or Aſſigns, Freight for what —— or —— ſhall be laden or board the ſaid Ship as aforeſaid, and delivered to the ſaid Merchant at *L.* as followeth, *viz.* at the Rate of ——— *l.* Sterling *per* Ton for ———, accounting ——— Pipes to a Ton, and after the Rate of ——— Sterling *per* Ton for —— accounting ——— Weight neat to the Ton, and proportionably for a leſſer Quantity than a Ton, according to the Weight thereof at the King's Beam at the Cuſtom-houſe *L.* within ——— Days next after a right Diſcharge and Delivery thereof from aboard the ſaid Ship, unto the ſaid Merchant, his Executors or Aſſigns in *L.* with Primage and Average, and Port Charges, as cuſtomary: **And** in caſe the ſaid Factors of the ſaid Merchant at *C.* ſhall not, within the ſaid ——— Days after her Arrival there, lade or tender to be laden aboard the ſaid Ship any Goods, and the ſaid Maſter ſhall not otherwiſe complete the ſaid Ship's Tonnage there, then he the ſaid Merchant, his Executors and Adminiſtrators, ſhall and will pay to the ſaid Maſter at his Arrival at *L.* ——*l.* for dead Freight, and which is to be in full of all other Pretences, Claims and Demands, for or in reſpect of Freight for the ſaid Voyage, by virtue of any Covenant or Agreement herein contained; any Thing aforeſaid to the contrary notwithſtanding. (*Penalties may be added.*) **In Witneſs**, &c.

Covenant to take in the Goods.

Covenant to pay Freight.

Or if Goods be not put on board within the limited Time, to pay dead Freight.

Another.

This Indenture, &c. **Witneſſeth**, &c. That the ſaid Maſter does hereby for himſelf, his Executors and Adminiſtrators, covenant and agree to and with the ſaid Merchant, his Executors and Adminiſtrators, that he the ſaid Maſter will within —— Days after the ſaid Ship's Arrival at *C.* receive on board the ſaid Ship the Quantity of —— of —— if the Factors or Aſſigns of the ſaid Merchant ſhall give Notice to the ſaid Maſter of their loading the ſaid —— within —— Days next after the ſaid Ship's Arrival there, and ſhall and will deliver, *&c.* (*as in the laſt*) (the Danger, *&c.* excepted): **And** the ſaid Merchant doth hereby for himſelf, his Factors, Executors and Adminiſtrators, covenant and agree to and with the ſaid Maſter, his Executors, Adminiſtrators and Aſſigns, that his Factors or Aſſigns, ſhall and will within the ſaid —— Days after the ſaid Ship's Arrival at *C.* as aforeſaid, give Notice to the ſaid Maſter whether he will lade the ſaid —— (*the Goods*) or not within the ſaid ——— Days after the ſaid Ship's Arrival there; **And** that the ſaid Merchant, his, *&c.* ſhall and will pay to the ſaid Maſter, his Executors, Adminiſtrators or Aſſigns, Freight for what ——— ſhall be laden on board as aforeſaid, and delivered to the ſaid Merchant at *L.* at the Rate of —— according, *&c.* within —— Days next after the Diſcharge and Delivery thereof from aboard the ſaid Ship unto the ſaid Merchant, his, *&c.* in *L.* with Primage and Average as cuſtomary. (*A Penalty may be added.*) **In Witneſs**, &c.

Covenant for the Maſter to take in Goods within —— Days after the Ship's Arrival, on —— Days Notice of putting them on board.

Another for the Merchant's Factor to give Notice of putting the Goods on board, and to pay Freight.

Agreement for Freight from a Place between two Freighters and a Merchant, for two ſeveral Numbers of Tons.

Agreed, &c. **Between** *G. W.* and *T. S.* Merchants, Freighters of the good Ship or Veſſel called, *&c.* Burthen ——— *G. P.* Maſter, now, *&c.* for a Voyage to *A.* and back to *L.* of the one Part, and *J. W.* of ——— Merchant, of the other Part, as follows, *viz.*

Covenant to put Goods on board within the Time limited by the Charter-Party and to receive them with Speed after Arrival, and to pay Freight to the Freighters or to the Maſter of the Ship.

THE ſaid *G. W.* doth hereby let unto the ſaid *J. W.* Tonnage in the ſaid Ship for —— Tons, to be laden at *A.* with ——; **And** the ſaid *T. S.* doth hereby let unto the ſaid *J. W.* Tonnage, for —— Tons more to be laden with —— as aforeſaid; **And therefore** the ſaid *J. W.* for himſelf, his Executors and Adminiſtrators, doth hereby covenant and agree to and with the ſaid *G. W.* and *T. S.* their Executors, Adminiſtrators and Aſſigns, ſeverally and reſpectively, that the ſaid *J. W.*'s Factors or Aſſigns at *A.* ſhall and will within —— Days appointed for the ſaid Ship's Stay at *A.* by Charter-Party by them made in that Behalf, lade or tender to be laden aboard her as much —— as will lade the ſaid ſeveral Parts of the ſaid Ship's Tonnage, to him by the ſaid *G. W.* and *T. S.* ſeverally letten as aforeſaid; and with all convenient Speed after the ſaid Ship's Arrival at *L.* will receive and diſcharge the ſame out of her, and will pay Freight for the ſame unto the ſaid *G. W.* and *T. S.* their Executors or Adminiſtrators, reſpectively, or unto the ſaid *G. P.* Maſter of the ſaid Ship on their Behalf, within —— after Delivery thereof, at and after the Rate of, *&c.* with Primage, *&c.* **In Witneſs**, &c.

Another.

Agreed, &c. **Between**, &c.

THE ſaid *E. H.* and *J. V.* do each of them let unto the ſaid *R. H.* —— Tons of the ſaid Ship's Tonnage, for her homewards Voyage from *A.* to *L.* at the Freight, and to be laden as hereunder is mentioned; **And** therefore the ſaid *R. H.* for himſelf, *&c.* doth hereby covenant, *&c.* to and with, *&c.* that, *&c.* (*as in the laſt*) ſhall within —— Days after the Arrival of the ſaid Ship there, lade or tender to be laden aboard her, Goods and Merchandizes for her full Loading, the ſaid —— Tons of the ſaid Ship's Tonnage, —— Tons whereof is to be and ſhall be laden with —— and the remaining —— Tons thereof with ——, and that he will receive and diſcharge the ſame with all convenient Expedition after the ſaid Ship's Arrival at *L.* and ſhall and will alſo truly pay or cauſe to be paid for the ſaid Tonnage to him letten as aforeſaid, for every Ton of Goods which ſhall be imported by the ſaid Ship for the ſaid *R. H.* to *L.* within —— Days after a right Diſcharge and Delivery thereof, as followeth, *viz.* after the Rate of, *&c.* with Primage and Average accuſtomed, and a Proportion according to his ſaid Tonnage of two third Parts of all Port Charges, to grow due during the ſaid Voyage. **In Witneſs**, &c.

An Agreement for Tonnage on a Ship's returning Home.

Grant of 20 Tons Lading.

Covenant to lade Goods, and to pay Freight.

THIS Writing and Agreement indented, *&c.* made the, *&c.* **Between** *N. P.* of *L.* of the one Part, and *T. P.* of *L.* of the other Part, **Witneſſeth**, That he the ſaid *N. P.* for the Conſiderations hereafter mentioned, hath granted and letten to Freight unto the ſaid *T. P.* and that the ſaid *T.* hath hired of and from the ſaid *N.* the Lading of 20 Tons of Goods and Merchandizes as the ſaid *T. P.* his Factors or Aſſigns ſhall think fit, Box-Wood and Gaules only excepted, to be laden on board the *A.* of *L.* whereof the ſaid *T. H.* is Commander at *S.* within 70 Days next after the ſaid Ship ſhall be capable to ſtow in Cotton Wool, in *S.* aforeſaid, for her homeward Lading; the ſaid Ship being now bound out upon a Voyage thither, and from thence directly to this Port of *L.* to diſcharge and end her ſaid intended Voyage: **In Conſideration** whereof, the ſaid *T. P.* for herſelf, her Executors and Adminiſtrators, doth covenant, promiſe and agree, to and with the ſaid *N. P.* his Executors and Aſſigns, by theſe Preſents, not only within the 70 Days, to be computed as aforeſaid, to lade or cauſe to be laden on board the ſaid Ship at *S.* aforeſaid, the ſaid 20 Tons as aforeſaid, but alſo well and truly pay or cauſe to be paid unto the ſaid *S. P.* his Executors or Aſſigns in *L.* Freight for each ſeveral Ton thereof, whether laden or not laden, to be paid in Manner following, that is to ſay, One Half or Moiety thereof within ten Days next after the Return and Diſcharge

Diſcharge of the ſaid Ship at the Port of *L.* and the other Half or Moiety thereof within two Months, then next following, together with Average and Primage accuſtomed: **And** to the Performance hereof, each of the ſaid Parties binds himſelf to the other in the Sum or Penalty of double the Value of the Freight aforeſaid, firmly and truly by theſe Preſents. **In Witneſs**, &c.

Agreement for Freight of —— Laſts of Pot-Aſhes from D.

Agreed, &c. **Between**, &c. bound out on a Voyage to *D.* and back to *L.* of the one Part, and, *&c.*

The ſaid Maſter for the Conſiderations, *&c. (as in others)* agree to and with the ſaid Merchants, their Executors and Aſſigns, jointly and ſeverally, that the ſaid Ship within the Time of her Stay at *D.* for her other Lading, ſhall receive and take aboard her for the ſaid Merchants —— Laſts of Pot-Aſhes, and within —— Days after her Arrival at *L.* will unlade and deliver the ſame unto the ſaid Merchants, their Executors or Aſſigns, (the Dangers, *&c.* excepted); **And** the ſaid Merchants for themſelves, their Executors and Adminiſtrators, do hereby jointly and ſeverally covenant, *&c. (as in others)*, that they the ſaid Merchants, their Executors, Factors or Aſſigns, will lade or tender the ſaid —— Laſts of Pot-Aſhes to be laden aboard the ſaid Ship at *D.* aforeſaid, within the Time of her Stay there as aforeſaid, and within the —— Days after her Arrival at *L.* will receive and diſcharge the ſame from aboard her; and will likewiſe truly pay, *&c.* accounting the Laſtage according to Cuſtom, within —— Days after a right Diſcharge and Delivery thereof, as aforeſaid, with Primage and Average accuſtomed, and —— *per* Laſt for Caploggen, for his Care of the ſaid Goods during the ſaid Voyage. *(A Penalty may be added.)* **In Witneſs**, &c.

Agreement for Freight from a Place (the Ship to ſail with a Convoy); and to ſeal a Charter-Party.

Memorandum, It is agreed, *&c.* **Between** *R. W. &c.* for and on the Behalf of *T. S.* of, *&c.* Maſter of the good Ship or Veſſel called the *L.* Burthen about —— Tons, now at *N.* of the one Part, and the ſeveral Perſons who have ſigned and ſealed theſe Preſents, Merchants of *L.* of the other Part, as followeth, *viz.*

The ſaid *R. W.* doth hereby covenant and agree to and with the ſaid ſeveral Merchants, that the ſaid Ship ſhall ſail with the firſt Convoy for *A.* in *R.* and there take in the ſeveral Quantities of ——, or other Goods which the ſaid Merchants ſhall reſpectively ſubſcribe for, with their Names to theſe Preſents, within the Time of the Convoy's Stay there, and return with the ſaid Convoy to the River of *T.* and deliver and end her Voyage at the Rate of —— *per* Ton for Pot-Aſhes, and —— *per* Ton for Hemp and other Goods, accounting the Tonnage thereof as uſual, with —— *per* Ton for Primage and Caploggen; and will alſo pay Average accuſtomed; *(here may be added a Covenant to pay the Freight)*: **And** that the ſaid Maſter ſhall within —— after the Date hereof, at the Dwelling-houſe of *R. B. &c.* execute in due Form of Law a Charter-Party to the ſaid Merchants of the ſaid Ship, for performing the ſaid Voyage according to the true Meaning hereof; **One** Part of which ſaid Charter-Party the ſaid Merchants do alſo ſeverally agree at the ſame Time, to ſeal and execute to the ſaid Maſter. **In Witneſs**, &c.

Part of an Agreement among Merchants, Freighters of a Ship, for their Factors buying and fitting up and lading the Ship.

—— That, *&c. T. D. E. S.* and *R. B. Engliſh* Merchants jointly, or any of them ſeverally, or their Factors or Factor at *L.* to buy and fit the ſaid Ship the *C.* to Sea from *A.* aforeſaid, for *England*, for the Uſe and Account of Us and the Reſt of our late Part Owners of the ſaid Ship, according to our and their ſeveral late Intereſts herein, at any Price not exceeding 4000 Dollars: **And** we, the ſaid Freighters of the ſaid Ship, have hereunto put our Hands and Seals, together with our ſeveral Quantities of Tonnage of Currans laden in the ſaid Ship, and hereby likewiſe, for our own ſeveral and particular Account, do ſeverally and reſpectively impower and authorize them the ſaid *T. D. E. S.* and *R. B.* our Factors or Factor, jointly, or any

any of them, ſeverally to buy and lade aboard the ſaid Ship the *C.* at *A.* to be brought for *England* for our ſeveral Accounts, our ſaid ſeveral Quantities of Tonnage of Currans, hereunder with our ſeveral Names ſubſcribed at any Price or Prices, not exceeding 32 Dollars, about 10 Dollars a Carrateel, and two Dollars Half a Quarter-roll Currans, clear board of all Charges: **And** we the ſaid *E. R. A. J.* and *J. J.* for ourſelves jointly and ſeverally, and for our ſeveral and reſpective Executors and Adminiſtrators, and for the reſt of the ſaid late Part Owners of the ſaid Ship *C.* for us, our ſeveral and reſpective Executors and Adminiſtrators, do covenant, promiſe, grant and agree, to and with the ſaid *T. D. E. S.* and *R. B.* jointly and ſeverally by theſe Preſents, well and truly to pay and reimburſe, or cauſe to be paid and reimburſed unto the ſaid *T. D. E. S.* and *R. B.* or ſome or one of them, or their or ſome or one of their Aſſigns, all ſuch Sum and Sums of Money, Coſts and Charges whatſoever, which ſhall be by them or any of them paid or diſburſed, for the buying and fitting the ſaid Ship the *C.* to Sea as aforeſaid. **In Witneſs**, &c.

Agreement to carry Paſſengers beyond Sea.

Agreed the, &c. **Between** *J. G.* Maſter of the Ship called the *E.* bound out on a Voyage to *P.* of the one Part, and *H. K. J. L.* and *H. M.* for themſelves, and for and on the Behalf of about ——— other Perſons, Men, Women and Children (of their Country) who ſhall be tranſported in the ſaid Ship and Voyage for *P.* of the other Part, as followeth, *viz.*

The ſaid *J. G.* doth hereby covenant and agree to and with the ſaid *H. K. J. L.* and *H. M.* that in Conſideration of his being paid —— *l.* Sterling *per* Head, by or for ſuch and ſo many of the ſaid Paſſengers or Perſons ſo to be tranſported, Men, Women and Children, accounting two Children under ten Years of Age but as one Child or Perſon, and four ſucking Children as none, at or before his, her or their Entrance on board the ſaid Ship, he the ſaid *J. G.* will receive him, her and them, by or for whom he ſhall be ſo paid as aforeſaid, on board the ſaid Ship within —— Days from the Date hereof, from *D.* outwards, and a Cheſt or Trunk for each Paſſenger, and will provide them with Cabins, and convenient Room for Lodging, and wholeſome and ſufficient Victuals and Proviſions, during the ſaid Voyage, and will with all convenient Speed depart from and out of the River *T.* and go either North about *Scotland* in Company with the *Ruſſia* Convoy, or through the Channel with ſome other Convoys, and ſail and apply directly to the City of *P.* in *P.* and there will deliver the ſaid Paſſengers, and their Cheſts, Trunks and Goods aſhore, without paying or allowing any other Charge than the ſaid —— *l. per* Head as aforeſaid, (the Dangers of, *&c.* excepted): **And** the ſaid *J. G.* doth hereby acknowledge to have received a Bill for —— *l.* drawn upon, or payable by *H. W.* which Sum is in Part of what he ſhall receive for ſo many of the ſaid Paſſengers, for whom the ſaid —— *l. per* Head ſhall be paid as aforeſaid, and is to be allowed accordingly; and the ſaid *H. K. J. L.* and *H. M.* on Behalf of themſelves and the ſaid other Perſons, do covenant, *&c.* that they ſhall go on board at any Time within the Time aforeſaid, upon —— Days Notice given to the ſaid *H. K. J. L.* and *H. M.* by the ſaid *J. G.* **In Witneſs**, &c.

Fourteenthly, Concerning Wagers and Gaming.

For an Horſe Race.

Agreed, &c. **Between** *J. H.* of the one Part, and *T. K.* of the other Part, *viz.*

The ſaid *T. K.* doth undertake and covenant with the ſaid *J. H.* that on the —— Day of —— next, a black Gelding belonging to Mr. *N. T.* having a Farcy on his Off-Leg before, ſhall, ſick or well, run the —— Mile Courſe on —— Downs, againſt a Grey Gelding, belonging to the ſaid *J. H.* which he bought of Mr. *R. J.* **And** the ſaid *J. H.* doth likewiſe undertake and covenant with the ſaid *T. K.* that his ſaid Grey Gelding ſhall, ſick or well, on the ſaid, *&c.* run the ſaid —— Miles Courſe againſt the ſaid Black Gelding: **And it is mutually agreed**, That if the Black Gelding comes firſt to the End of the ſaid Courſe, according to the Judgment of two indifferent Perſons, for that Purpoſe to be choſen, then he the ſaid *J. H.* ſhall and will pay the ſaid *T. K.* —— Guineas of Gold; and that if the Grey Gelding comes firſt to the End of the ſaid Courſe, according to ſuch Judgment as aforeſaid, then

then the ſaid *T. K.* ſhall and will pay the ſaid *J. H.* —— Guineas. **And it is agreed** each Horſe ſhall carry 10 Stone Weight; and further, that the Wager-Money ſhall be depoſited into the Hands of Mr. *N. H.* to be paid to the winning Party according to this Agreement: **And it is alſo agreed,** That if any Failure ſhall be of either of the ſaid Horſes running, as aforeſaid, the Party undertaking as aforeſaid for ſuch Horſe which ſhall ſo fail, or not run, ſhall forfeit and loſe his Wager, and the whole——Guineas ſhall be paid to the other of them, as if ſuch Horſe had actually run and loſt. *(Penalty.)* **In Witneſs,** &c.

Fifteenthly, Agreements concerning the preventing, carrying on, defending and ending Suits in Law and Equity, &c. and accommodating Diſputes and Differences.

An Agreement between ſeveral Tenants who had been ſerved with Declarations in Ejectment for Non-payment of Ground Rent, to depoſit their Proportions in one Tenant's Hands, that he may pay the ſaid Rent to prevent future Ejectments.

Articles, &c. **Between** *A. B. C. D. E. F. &c.* (the ſeveral Inhabitants of and living in the Pariſh of *R.* in the County of *S.* and the ſeveral Tenants of *D. D.*) of the one Part, and *E E.* (another Inhabitant of the ſame Pariſh, and alſo a Tenant to the ſaid *D. D.*) of the other Part.

Whereas *S. A.* deceaſed, in his Life-time was ſeiſed and poſſeſſed of and in ſeveral Ground Rents and Hereditaments, ſituate, lying and being in the ſaid Pariſh of *R.* and being ſo ſeiſed did by his laſt Will and Teſtament in Writing duly executed, give and deviſe the ſame to the ſaid *D. D.* and alſo did appoint the ſaid *D. D.* ſole Executor thereof, as by the ſaid Will more fully may appear: **And whereas** the ſaid *S. A.* being ſince dead, he the ſaid *D. D.* hath duly proved the ſaid Will, and taken upon him the Execution thereof; and there being a Year's Ground Rent due and in arrear from all or moſt of the ſaid Tenants above mentioned, he the ſaid *D. D.* did deliver to them ſeveral Ejectments for the Recovery thereof, and thereby put them to great Charges, which Arrear of Ground Rent has been ſince paid, and all Matters touching the ſame have been compromiſed and agreed: **And whereas** it is in the Power of the ſaid *D. D.* (in Caſe any of the Tenants ſhall at any Time hereafter make like Default in Payment of their reſpective Ground Rents) to bring Ejectments, and to enter and diſtrain for the ſame upon ſuch of the ſaid Tenants as he ſhall think fit, notwithſtanding ſuch Tenant or Tenants ſhall have paid, or be willing to pay the ſame, which will prove a great Damage and Hardſhip on ſuch Tenant or Tenants: **Now theſe Preſents witneſs,** That to prevent any ſuch Damage which from henceforth ſhall or may happen to any ſuch Tenant or Tenants, and to the Intent that the ſaid Ground Rent may from henceforth be duly and conſtantly paid, and no further Trouble be had thereon, it is hereby unanimouſly covenanted, agreed and declared by and between all the Parties to theſe Preſents, and they the ſaid *A. B. C. D. &c.* the ſaid ſeveral before mentioned Tenants, for themſelves ſeverally and reſpectively, and not jointly, and for their ſeveral and reſpective Executors, Adminiſtrators and Aſſigns, do, and each of them doth covenant, promiſe, grant and agree, to and with each other of them by theſe Preſents, in Manner as follows, *viz.* That each of them the ſaid ſeveral Tenants ſhall and will from henceforth yearly, *viz.* on or before the Feaſt-Day of—— in every Year yearly, out of each of their reſpective Rents due and payable for each of their reſpective Houſes, from Time to Time pay and depoſit into the Hands of the ſaid *E. E.* his Executors and Adminiſtrators, the Sum of *3 s. 3 d. per* Pound, or thereabouts, being each of their proportionable Parts or Shares of and in the ſaid Ground Rent: **And** that it ſhall and may be lawful to and for him the ſaid *E. E.* his Executors, Adminiſtrators and Aſſigns, from Time to Time, to pay the ſame to the ſaid *D. D.* or to ſuch other Perſon or Perſons who for the Time being ſhall be the Ground Landlord of the Premiſſes, and have Right to receive the ſame: **And further alſo,** That if any of them the ſaid Tenants ſhall neglect or refuſe to pay ſuch proportionable Part of his or their Ground Rent in Manner as aforeſaid, and that if and in Caſe any Ejectment or Diſtreſs ſhall at any Time hereafter be brought or made for the ſame by the Ground Landlord for the Time being, then in every ſuch Caſe it ſhall and may be lawful for every ſuch Tenant or Tenants who ſhall be ſo diſtrained upon, to enter upon and make a like Diſtreſs or Diſtreſſes, or elſe to bring any Action or Actions for the ſame upon or againſt any of the ſaid Tenant or Tenants which ſhall ſo neglect or refuſe to pay ſuch his proportionable Part in Manner as aforeſaid. **And** the ſaid *E. E.* for himſelf, his Executors, Ad-

miniſtrators and Aſſigns, doth covenant and agree to and with each and every the Reſt of them the ſaid ſeveral before mentioned Tenants, and to and with each and every of their Executors and Adminiſtrators, by theſe Preſents, in Manner as follows, *viz.* That he the ſaid *E. E.* his, *&c.* ſhall and will yearly from Time to Time pay or cauſe to be paid to the ſaid *D. D.* or to ſuch other Perſon or Perſons for the Time being of the ſaid Premiſſes, who ſhall have Right to receive the ſame, as well the ſaid 3 *s.* 3 *d. per* Pound, to be paid and depoſited to him as aforeſaid, according to the true Intent of the before mentioned Covenant for that Purpoſe, as alſo his and their own like proportionable Part of 3 *s.* 3 *d. per* Pound; and thereof and therefrom ſhall ſave harmleſs and indemnified them the ſaid *A. B. &c.* their Executors, Adminiſtrators and Aſſigns, and every of their Goods, Chattels, Lands and Tenements, of and from all Actions, Suits, Troubles, Diſtreſſes, Coſts and Charges whatſoever, which they, or any of them, ſhall or may ſuſtain or be put unto for or by Reaſon of his the ſaid *E. E.*'s not paying ſuch Money, or any Part thereof, to ſuch Ground Landlord or Landlords. And for the true Performance of all and every the Covenants, Matters and Things herein contained on the Part of each Party to be done and performed, each of them the ſaid Parties for himſelf, his Executors and Adminiſtrators, doth hereby bind himſelf and herſelf unto the other of them, and unto the Executors and Adminiſtrators of the other of them, in the Sum of —— of lawful Money, firmly by theſe Preſents. **In Witneſs**, &c.

Agreement about bearing equal Charges in a Law-Suit to be brought for the Recovery of an Eſtate.

Articles, &c. **Between** *A. B.* of —— of the firſt Part, *C. D.* of —— of the ſecond Part, *E. F.* of —— of the third Part, *G. H.* of —— of the fourth Part, *J. K.* of —— of the fifth Part, and *L. M.* of —— of the ſixth Part, in Manner and Form following, (to wit),

Whereas *T. P.* of —— and *T. F.* of —— are poſſeſſed of *C.* Chaſe, lying and being in the County of *D.* and pretend that the Bounds and Limits thereof do extend to, and are in and upon ſome of the reſpective Lands of the ſaid *A. B. C. D. E. F. G. H. J. K.* and *L. M.* which lie adjacent next or near unto the ſaid Chaſe, which they conceive not to be within the Grounds, Limits or Precincts of the ſaid Chaſe, by Reaſon whereof ſome or divers Suit or Suits is or are likely to ariſe, be brought or commenced: **And whereas** it is agreed by and between the ſaid Parties, any or either of them, at any Time or Times hereafter, that they and every of them do and ſhall bear and pay their reſpective Shares and Parts of the Coſts and Damages thereof: **Now theſe Preſents witneſs**, That the ſaid *A. B. C. D. &c.*—— and every of them, do hereby covenant, promiſe and agree, to and with each other, that they the ſaid *A. B. C. D. &c.*—— and every of them, their and every of their Executors, Adminiſtrators and Aſſigns, ſhall and will pay and bear their reſpective equal Shares and Parts of all the Coſts and Damages of all and every ſuch Action and Actions, Suit and Suits, as at any Time or Times hereafter ſhall or may be brought by or againſt them, or any or either of them. **In Witneſs**, &c

An Agreement to ſettle two Houſes in London *to ſeveral Uſes, if they be recovered at Law, and to pay Charges.*

Articles, &c. **Between**, &c.

Whereas *J. W.* being heretofore ſeiſed in her Demeſne as of Fee, of and in all thoſe the Chapel-Houſe, Tenements, Shops, Cellars, Sollers and Rooms, with their Appurtenances in St. *P. C. L.* did by her laſt Will and Teſtament in Writing, dated, *&c.* give and deviſe the ſame, and the Reverſion and Reverſions thereof, to *R. W.* her Son, and the Heirs of his body lawfully begotten; and for Default of ſuch Iſſue, to *H. W.* her ſecond Son, and the Heirs of his Body lawfully begotten; and for Default of ſuch Iſſue, to *R. H.* Son of *J. H.* and *S.* his Wife, and the Heirs of the Body of the ſaid *R.* lawfully to be begotten; and for Default of ſuch Iſſue, to the Heirs of the Bodies of the ſaid *J. H.* and of the ſaid *S.* his Wife, the Daughter of the ſaid *J. W.* between them lawfully begotten: **And whereas** the ſaid *R. W.* and *H. W.* are long ſince dead without Iſſue, and the ſaid *R. H.* being alſo dead, left Iſſue by the ſaid *S.* his Wife two Daughters *A.* and *M.* which *A.* dying without Iſſue, the ſaid *M.* married one *J. H.* and had Iſſue *M. H.* late the Wife of the ſaid *T. R.* **And** the ſaid *M. H.* being unjuſtly kept out of the Poſſeſſion of the ſaid Premiſſes, the ſaid

T. R. her Husband, after his Marriage with her, commenced and prosecuted several Suits in Law and Chancery concerning the Premisses, and in order to the Recovering of the said House and Premisses, wherein he expended and laid out above 200 *l.* and the said *M.* dying before the Premisses were recovered, the Right and Title to the said Lands, according to the said Will and Intail made by the said *J. W.* did of Right come and is accrued to the said *H. G.* being Son and Heir of the said *M.* by *H. G.* her former Husband; and the said *R. M.* having other Lands which she might have freely disposed of and did not, but did leave them to descend to the said *H. G.* did at several Times before her Death declare her Mind and Intention, that the said *T. R.* her Husband should be by her said Son satisfied and paid all Disbursements and Monies expended in the said Suits; and moreover did desire, that the said *T. R.* who by Reason of his long Time spent, and great Pains taken in the Prosecution of the said Suits, was the best able to assist the said *H. G.* would afford the said *H.* his best Endeavours for the Recovery of the said Premisses: **Now** for the accomplishing the Desires of the said *M. R.* and for a final Conclusion of all Differences between them the said *H. G.* and the said *T. R.* touching the Premisses, **It is hereby declared**, and also covenanted, granted and agreed, by and between the said Parties to these Presents, in Manner and Form following, that is to say, **That** the said *T. R.* shall and will from Time to Time, at the Costs and Charges of the said *H. G.* commence and prosecute for the said *H. G.* all such Suits in the Court of *H. London*, and in the Court of *C.* or elsewhere, for and towards the obtaining or recovering of the said Houses, Tenements and Premisses in St. *P. C. L.* aforesaid, as he the said *T. R.* shall think fit, or as by the Counsel of the said *H. G.* learned in the Law shall be advised, and that within two Months or sooner; **And** so soon as conveniently it can be done after the said Tenements and Premisses shall be recovered and obtained by the said *H. G.* he the said *H.* shall, at his own proper Costs and Charges, by Fine and Recovery, or otherwise, and by such Ways and Means as the Counsel of the said *T. R.* shall advise, charge, assure, convey and settle the said Tenements and Premisses in Manner following, and to the several Uses, Intents and Purposes, or to such Effect as is herein after expressed, that is to say, First he shall charge the same with the Payment of a yearly Rent of 20 *l. per Ann.* to the said *T. R.* during his natural Life, payable Quarterly, or at four Days and Times in the Year therein to be expressed, to be paid without any Defalcation, Deduction or Abatement, for or in Respect of any Taxes, Assessments, Contribution, Quartering of Soldiers, or other Matters or Things whatsoever ordinary or extraordinary, and with a sufficient Power to distrain for the same, which said yearly Rent is and shall be, and is agreed to be, in Satisfaction of the Monies by him the said *T. R.* expended in the Life-time of the said *M. R.* and by her appointed to be paid as aforesaid: **And** the said *H. G.* shall limit the said Tenements and Premisses so charged as aforesaid, to the Use of himself the said *H. G.* for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste; and from and after the Death of the said *H. G.* to the Use and Behoof of *A.* his now Wife, if she shall be then living, for and during the Term of her natural Life, for and towards her better Maintenance and Support; **And** from and after her Decease, to the Use and Behoof of the first Son of the said *H. G.* and the Heirs of the Body of such first Son lawfully to be begotten; **And** for Default of such Issue, to the Use and Behoof of the second Son, *&c.* and all other the Sons of the said *H. G.* successively one after another, in Order and Course as they shall be in Order and Seniority of Age and Priority of Birth, and their several Heirs of their several and respective Bodies lawfully to be begotten; every Elder of the said Sons and the Heirs of his Body being always preferred before the Younger and the Heirs of their Bodies; **And** for Default of such Issue, to the Use and Behoof of all and every the Daughters, *&c.* **And** for Default of such Issue, to the Use and Behoof of *E. R.* and *T. R.* Sons of the said *T. R.* Party to these Presents, by the said *M.* his Wife, deceased, Brethren of the said *H. G.* and of *M. G.* Sister of the said *H. G.* as Tenants in Common and not as Jointenants, and to be equally divided amongst them the said *E. R. T. R.* the Son, and *M. G.* Share and Share alike, and to the Use of the several Heirs of the several and respective Bodies of them the said *E. P.* and *T. R.* the Son, and of the said *M. G.* **And** for Default of such Issue, to the Use of the right Heirs of the said *M. G.* deceased, Mother of the said *H. G.* for ever; **And** that he the said *H. G.* shall and will from Time to Time, and at all Times after that the said Tenements and Premisses shall be recovered or obtained by or for the said *H. G.* or that he shall be thereof seised, at and upon the reasonable Request of the said *T. R.* do and suffer, and cause to be done and suffered, all and every Act and Acts, Thing and Things whatsoever, for the Charging and Conveying, Assuring and Settling of the said Tenements and Premisses, to the Uses, Intents and Purposes herein before mentioned, which by the said *T. R.* or his Counsel learned in the Law, shall be reasonably devised, or advised and required. **Also** it is agreed between the said Parties to these Presents, and the said *H. G.* for himself, his Heirs, Executors and Administrators, doth covenant and grant to and with the said *T. R.* his Executors and Admininistrators, by these Presents, that he the said *H. G.*

To pay all Charges.

H. G. ſhall and will pay and bear all the Charges of the ſaid Suits concerning the ſaid Tenements and Premiſſes; and alſo ſhall and will, in Conſideration of the Labour, Travel and Attendance of the ſaid *T. R.* about the ſame, or in Solicitation thereof, pay and allow unto him the ſaid *T. R.* 2 *s.* 6 *d.* for every Court Day of the Huſtings, *London*, for Pleas of Land during the Continuance of any Action or Suit there touching the Premiſſes, which ſhall be ſolicited or followed by the ſaid *T. R.* and alſo 2 *s.* 6 *d.* every Day, wherein the ſaid *T. R.* ſhall attend at the Court of Chancery, or at any Seals of the ſaid Court, or at any other Court or Place whatſoever, where he ſhall neceſſarily attend or ſolicit about or concerning the Premiſſes, or by Reaſon of his undertaking the Solicitation of the ſaid Suits. **And** laſtly, it is agreed between the ſaid Parties to theſe Preſents, and the ſaid *H. G.* for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, promiſe and grant, to and with the ſaid *T. R.* his Executors and Adminiſtrators, by theſe Preſents, that he the ſaid *H. G.* ſhall and will, within one Month after he ſhall have recovered the ſaid Tenements and Premiſſes, pay or cauſe to be paid unto the ſaid *M. G.* his Siſter the Sum of 20 *l.* of lawful Money of *England*, for and towards the Increaſe of her Portion. **In Witneſs**, &c.

An Agreement between two Aſſignees of a Commiſſion of Bankruptcy, to bear the Expences of ſeveral Suits pro *and* con. *in Proportion to their reſpective Debts.*

Articles, &c. Between *O. P.* of, *&c.* and *M. S.* of, *&c.*

Whereas a Commiſſion of Bankruptcy was ſome Time ſince iſſued out againſt *T. B.* of, *&c.* and he the ſaid *T. B.* by the Commiſſioners in the ſaid Commiſſion named, has been found and declared a Bankrupt; and they the ſaid *O. P.* and *M. S.* have been ſince legally choſen, and now are the Aſſignees of the ſaid Bankrupt's Eſtate: **And whereas** there is now juſtly due from the ſaid Bankrupt's Eſtate to them the ſaid *O. P.* and *M. S.* the ſeveral Debts following, *viz.* To the ſaid *O. P.* the Sum of 223 *l.* 14 *s.* and to the ſaid *M. S.* the Sum of 37 *l.* which reſpective Debts have been by them the ſaid *O. P.* and *M. S.* duly proved before the ſaid Commiſſioners: **And whereas** there are two Croſs Cauſes now, and which for ſome Time have been depending in the High Court of Chancery (*inter alia*) touching the ſaid Bankrupt's Eſtate and Debts due from and to the ſame, (in one of which Cauſes *A. H.* Widow, is Plaintiff, and the ſaid *O. P.* and *M. P.* (as Aſſignees) and others therein named, are Defendants; and in the other of the ſaid Cauſes the ſaid *O. P.* and *M. S.* (as Aſſignees) are Plaintiffs, and the ſaid *A H.* and others therein named, are Defendants) wherein ſeveral Sums of Money have been and will be by them the ſaid Aſſignees paid and expended in the proſecuting, defending and carrying on the ſaid Cauſes before the final Determination thereof: **Now theſe Preſents witneſs**, That in Regard of the Diſproportion of the ſaid Debts ſo due to them the ſaid *O. P.* and *M. S.* as aforeſaid, and to prevent all Diſputes between them, as well touching the Charge of ſuing for the ſaid Commiſſion of Bankruptcy, as alſo touching the defending and carrying on the ſaid ſeveral Cauſes, and for the aſcertaining of each of their Parts and Shares in the Charge of ſo doing, it is hereby mutually covenanted, agreed and declared, by and between them the ſaid *O. P.* and *M. S.* for themſelves ſeverally and reſpectively, and for their reſpective Executors and Adminiſtrators, in Manner as follows, *viz.* That as well all Charges and Expences whatſoever which have been paid and diſburſed in the ſuing forth and taking out the ſaid Commiſſion of Bankruptcy, as alſo all Bills for Fees, Coſts, Charges and Expences whatſoever, which have been already paid and expended for the proſecuting, defending and carrying on the ſaid ſeveral Cauſes, ſhall be born, paid and ſuſtained by them the ſaid *A. P.* and *M. S.* reſpectively, rateably and proportionably, according to their ſeveral Debts of 223 *l.* 14 *s.* and 37 *l.* ſo reſpectively due to them as aforeſaid: **And alſo** that all and every the ſubſequent Bills for Fees, Coſts, Charges, Damages and Expences whatſoever, which ſhall from henceforth be paid, expended, diſburſed or ſuſtained as well in the defending, as alſo for the carrying on the ſaid ſeveral Cauſes, until the final Determination of the ſaid ſeveral Cauſes, as likewiſe all Charges of Decrees, and all other Proceedings on ſuch final Determination of the ſaid ſeveral Cauſes, ſo far as relates to them the ſaid Aſſignees, ſhall alſo be reſpectively born, paid ſatisfied, diſcharged and ſuſtained by them the ſaid *O. P.* and *M. S.* reſpectively, and by their ſeveral Executors and Adminiſtrators rateably and proportionably, according to their ſaid ſeveral Debts ſo due to them as aforeſaid; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. **In Witneſs**, &c.

Articles of Agreement to pay a proportionable Part of the Coſts in an Action of Ejectment, according to the Value of each Tenant's Land.

Articles of Agreement indented Tripartite, made, &c. **Between** *E. C.* of, &c. Eſq; of the firſt Part, *W. N.* of, &c. Gent. of the ſecond Part, and *A. B.* of, &c. Widow, and *J. B.* of, &c. of the third Part, as followeth.

Imprimis, Whereas an Action of Treſpaſs and Ejectment is now depending in his Majeſty's Court of *C. P.* at *Weſtminſter*, between *F. B.* Eſq; Plaintiff, and the ſaid *E. C.* Defendant, for the Manors of *R. W.* &c. *cum pertinentiis*, and 13 Meſſuages, &c. **And whereas** the ſaid Manors, and Part of other the ſaid Meſſuages, Lands and Premiſſes of the yearly Value of 140 *l.* are the Poſſeſſions or Inheritance of the ſaid *E. C.* and other Part of the ſaid Meſſuages, Lands and Premiſſes, of the yearly Value of 200 *l.* are the Poſſeſſions or Inheritance of the ſaid *W. N.* and the Reſidue of the ſaid Meſſuages, Lands and Premiſſes of the yearly Value of 72 *l.* are the Poſſeſſions or Inheritance of the ſaid *A. B. J. B.* or one of them. **And whereas** the ſaid *E. C.* at the ſpecial Inſtance and Requeſt of the ſaid *W. N. A. B.* and *J. B.* was by a Rule of his Majeſty's ſaid Court of *C. P.* at *Weſtminſter* admitted Defendant in the ſaid Action, in order to defend not only his own Title, but alſo the Title of them the ſaid *W. N. A. B.* and *J. B.* to the ſaid Manors, Meſſuages, Lands and Premiſſes: **And whereas** the ſaid Action came to Trial in his Majeſty's ſaid Court of *C. P.* at *Weſtminſter* in *Eaſter* Term in the ——— Year of his now Majeſty's Reign, and a ſpecial Verdict was found therein by the Jurors impanelled to try the ſame: **Now it is hereby covenanted**, granted, concluded and agreed upon by the ſaid *W. N.* for himſelf, his Heirs, Executors and Adminiſtrators reſpectively, and for and in reſpect of his and their ſeveral Intereſts, and by the ſaid *A. B.* and *J. B.* for themſelves, their, &c. reſpectively, for and in reſpect of their ſaid Intereſts, to and with the ſaid *E. C.* his Executors and Adminiſtrators, that if Judgment ſhall be given for the Plaintiff in the ſaid Action for the Recovery of all or any Part of the ſaid Manors, Meſſuages, Land and Premiſſes, which are the Poſſeſſion or Inheritance of the ſaid *E. C.* together with any of the ſaid Meſſuages, Lands and Premiſſes, which are the Poſſeſſions or Inheritance of the ſaid *W. N.* and together with all or any Part of the ſaid Meſſuages, Lands and Premiſſes, which are the Poſſeſſions or Inheritance of the ſaid *A. B.* and *J. B.* or one of them; that then they the ſaid *W. N. A. B.* and *J. B.* their Heirs or Aſſigns, ſhall well and truly pay or cauſe to be paid to the ſaid *E. P.* his Executors, Adminiſtrators or Aſſigns, their full Share and Proportion, according to the yearly Valuations above mentioned, of all full Damages and Coſts as ſhall be aſſeſſed or recovered upon him the ſaid *E. C.* as Defendant in the ſaid Action. **Item**, The ſaid *W. N. A. B.* and *J. B.* do by theſe Preſents ſeverally, and not jointly, for themſelves, their Heirs, &c. covenant and grant to and with the ſaid *E. C.* his Heirs, &c. that in caſe Judgment ſhall be given for the Plaintiff in the ſaid Action for the Recovery of all or any Part of the ſaid Meſſuages, Lands or Premiſſes, which are the Poſſeſſions or Inheritance of the ſaid *W. N.* and of all or any Part of the ſaid Meſſuages, Lands and Premiſſes, which are the Poſſeſſions or Inheritance of the ſaid *A. B.* and *J. B.* or one of them, and not for all or any Part of the ſaid Manors, Lands and Premiſſes, which are the Poſſeſſions or Inheritance of the ſaid *E. C.* that then they the ſaid *W. N. A. B.* and *J. B.* their Heirs or Aſſigns, ſhall and will proportionably, according to the ſeveral Valuations of their Eſtates as aboveſaid, well and truly pay or cauſe to be paid unto the ſaid *E. C* his, &c. all ſuch Coſts and Damages which ſhall be aſſeſſed or recovered againſt him the ſaid *E. C.* his, &c. in the ſaid Action. **Item**, The ſaid *W. N.* doth by theſe Preſents for himſelf, his Heirs, &c. covenant and grant to and with the ſaid *E. C.* his Heirs, &c. that in caſe Judgment ſhall be given for the Plaintiff in the ſaid Action for the Recovery of all or any Part of the ſaid Meſſuages, Lands or Premiſſes, which are the Poſſeſſions or Inheritance of the ſaid *W. N.* and not for all or any Part of the ſaid Manors, Meſſuages, Lands and Premiſſes, which are the Poſſeſſion or Inheritance of the ſaid *E. C. A. B.* and *J. B.* or any of them, that then he the ſaid *W. N.* his Heirs or Aſſigns, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *E. C.* his Heirs, Executors or Adminiſtrators, all ſuch Coſts and Damages which ſhall be aſſeſſed or recovered againſt him the ſaid *E. C.* his Heirs, Executors or Adminiſtrators, in the ſaid Action. **Item**, The ſaid *A. B.* and *J. B.* do by theſe Preſents for themſelves and either of them, their and either of their Heirs, &c. ſeverally covenant and grant to and with the ſaid *E. C.* his Heirs, &c. that in caſe Judgment ſhall be given for the Plaintiff in the ſaid Action for the Recovery of all or any Part of the ſaid Meſſuages, Lands or Premiſſes, which are the Poſſeſſions or Inheritance of the ſaid *A. B.* and *J. B.* or either of them, and not for all or any Part of the ſaid Manors, Meſſuages, Lands

or Premiſſes, which are the Poſſeſſions or Inheritance of the ſaid *E. C.* and *W. N.* or either of them, that then they the ſaid *A. B.* and *J. B.* their Heirs or Aſſigns, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *E. C.* his Heirs, Executors or Adminiſtrators, all ſuch Coſts and Damages which ſhall be aſſeſſed or recovered againſt him the ſaid *E. C.* his Heirs, Executors or Adminiſtrators, in the ſaid Action. **In Witneſs**, &c.

An Agreement between Watermen to pay a Penny a-piece per *Week into a Perſon's Hands to defray Expences of proſecuting Hoymen obſtructing and damaging their Boats.*

Articles, &c. **Between** the ſeveral Parties whoſe Names are hereunto ſubſcribed, being all Watermen plying at *Sab* Stairs, commonly called *Bear Key* Stairs, in the Pariſh of *St. Dunſtan in the Eaſt* in the City of *London*, of the one Part, and *T. J.* of the ſame Pariſh, Victualler, of the other Part, as follows;

Whereas ſeveral Corn Hoymen, who bring their Corn to *Bear-Key* Market, often ground their Hoys ſo near or before *Sab*'s Stairs or *Bear-Key* Stairs aforeſaid, ſo that the ſaid Watermen, Parties to theſe Preſents, are in a great Meaſure prevented from plying at the ſaid Stairs, and following their reſpective Employments there; and the ſaid Hoymen do often ſwing their Hoys at all Times of the Tide, (although they ought not to ſwing the ſame until or near high Water) by which Means ſeveral of the Boats or Wherries of the ſaid Watermen, Parties to theſe Preſents, are frequently ſtaved, ſunk, and very much damaged, to their (the ſaid Watermen, Parties to theſe Preſents) very great Loſs and Damage: **And whereas** the ſaid ſeveral Watermen, Parties to theſe Preſents, are come to a Reſolution, that Application ſhall be made by them, or ſome of them, or ſome Perſon or Perſons on their or ſome of their Behalfs, to the Right Honourable the Lord Mayor of the City of *London* for the Time being, that the ſaid Hoymen may be reſtrained from ſtopping up the ſaid Stairs, or ſwinging their Hoys before high Water, and that ſufficient Room may be left for the ſaid Watermen, Parties to theſe Preſents, to ply at the ſaid Stairs; And likewiſe to commence Suits or Actions againſt the ſaid Hoymen, or any of them, in caſe the ſaid Watermen, Parties to theſe Preſents, or any of them, ſhall ſuffer any Damage by Reaſon of the ſaid Hoymen ſwinging their ſaid Hoys as aforeſaid: But in regard ſuch Application, Suits or Actions, will neceſſarily be attended with ſome Expence, the ſaid ſeveral Watermen, Parties to theſe Preſents, are come to the Agreement herein after mentioned: **Now theſe Preſents witneſs**, That the ſeveral Watermen, Parties to theſe Preſents, do hereby for themſelves ſeverally, and not jointly, or one for the other, or for the Heirs, Executors or Adminiſtrators of the other, but each of them for himſelf and his own Heirs, Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *T. J.* his Executors and Adminiſtrators, by theſe Preſents, in Manner following, (that is to ſay) That the ſaid ſeveral Watermen, Parties to theſe Preſents, ſhall and will weekly, during the Space of 31 Years, commencing from the Date hereof, pay or cauſe to be paid into the Hands of *T. J.* his Executors or Adminiſtrators, the reſpective Sums of one Penny a-piece; which ſaid Money when paid to and received by the ſaid *T. J.* his Executors or Adminiſtrators, is to be by him or them laid out and applied for and towards the Diſcharge and Payment of the Coſts and Charges (which ſhall be occaſioned by Reaſon or Means of making ſuch Application, or commencing ſuch Suit or Action by or on Behalf of the ſaid Watermen, Parties to theſe Preſents, or any of them as aforeſaid) to ſuch Perſon or Perſons, at ſuch Times, and in ſuch Proportions and Manner, as the ſaid Watermen, Parties to theſe Preſents, or the major Part of ſuch of them as ſhall be then living, ſhall direct or appoint. **And further**, That in caſe any Suit or Suits in Law or Equity ſhall be brought or commenced by or againſt the ſaid Watermen, Parties to theſe Preſents, or any of them, by or againſt the ſaid Hoymen, or any of them, or any other Perſon or Perſons, in Relation to the ſaid Premiſſes, and that then the ſaid Monies ariſing by the ſaid one Penny a-piece *per* Week ſhall not be ſufficient to anſwer the Charges of ſuch Suit or Suits, then the ſaid Watermen, Parties to theſe Preſents, or their reſpective Heirs, Executors or Adminiſtrators, ſhall and will well and truly pay in equal Shares and Proportions into the Hands of the ſaid *T. J.* his Executors or Adminiſtrators, (or into the Hands of ſuch other Perſon or Perſons, as they or the major Part of them ſhall by Writing under their Hands nominate and appoint,) ſo much Money as will anſwer and pay ſuch Coſts and Charges ariſing by ſuch Suits in Law or Equity, over and above the one 1 *d. per* Week as aforeſaid. **And further**, that the ſaid Watermen,

termen, Parties to theſe Preſents, ſhall and will indemnify and ſave harmleſs the ſaid *T. J.* his Executors and Adminiſtrators, of and from all Coſts, Charges, Damages and Expences, which he the ſaid *T. J.* his Executors and Adminiſtrators, ſhall and may neceſſarily ſuſtain, ſuffer or be put unto by Reaſon or Means of theſe Preſents, or any Thing ariſing therefrom or relating thereto, (ſo as ſuch Coſts and Charges be not occaſioned by the Non-performance of the ſeveral Agreements herein contained, and which are on the Part and Behalf of him the ſaid *T. J.* his Executors and Adminiſtrators, intended to be done and performed.) **Provided always,** and it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, that in caſe the ſaid ſeveral Watermen, Parties to theſe Preſents, or the major Part of them living, ſhall at any Time or Times hereafter be inclined to nominate and appoint any other Perſon or Perſons in the Stead and Room of the ſaid *T. J.* his Executors or Adminiſtrators, for the Receiving the ſaid Payments of 1 *d. per* Week as aforeſaid; then it is hereby agreed that the ſaid Watermen Parties to theſe Preſents, or the major Part of them, ſhall have Power and Authority by any Deed or Deeds, Writing or Writings under the Hands of them, or the major Part of them, to nominate and appoint any other Perſon or Perſons, to receive the ſaid ſeveral Payments of 1 *d. per* Week as aforeſaid, and thereupon the ſaid *T. J.* his Executors or Adminiſtrators, ſhall and will pay or cauſe to be paid all ſuch Monies, as ſhall be by him or them at the Time received by virtue of the ſeveral weekly Payments hereby agreed to be made as aforeſaid, and which ſhall not be by him or them laid out or applied by the Direction or Appointment of the ſaid Watermen, Parties to theſe Preſents, or the major Part of them, for the Purpoſes aforeſaid; **To** the Payment of which Money accordingly by the ſaid *T. J.* his Executors or Adminiſtrators, unto ſuch Perſon or Perſons as ſhall be nominated by the ſaid Watermen, or the major Part of them as aforeſaid, the ſaid *T. J.* doth hereby bind himſelf, his Heirs, Executors and Adminiſtrators. **And laſtly,** The ſaid ſeveral Parties to theſe Preſents, do hereby bind themſelves, their Heirs, Executors and Adminiſtrators, in the reſpective penal Sum of 10 *l.* for the ſpecifick Performance and Execution of the ſeveral Covenants, Clauſes and Agreements herein contained, and which are on their reſpective Parts to be done, executed and performed. **In Witneſs,** &c.

An Agreement to redreſs Abuſes in the Making and Dealing in Butter, and for Raiſing and Depoſiting Money for proſecuting Offenders.

Articles of Agreement made, *&c.* **Between** the ſeveral Perſons whoſe Names and Seals are hereunder ſubſcribed and put, Traders in Butter and Cheeſe in the City of *London*, of the one Part, and *R. K.* Citizen and Clothworker of *London*, of the other Part, in Manner as followeth, *viz.*

Imprimis, Whereas ſeveral Abuſes have heretofore been and yet are continued to be committed upon Butters, as well by the Makers thereof, as by other Perſons concerned and dealing therein, in Breach and Contempt of a Statute made in the 14th Year of the Reign of King *Charles* the Second, (Intitled an Act for the Reforming and Redreſſing of Abuſes committed in the Weight and falſe Packing of Butters); and although there are ſufficient Penalties provided in the ſaid Statute for the puniſhing of the ſaid Abuſes, yet for want of due Encouragemeni to put the ſame in Execution, the ſaid Abuſes remain unreformed, to the great Detriment of the Publick: **Now,** to the End the ſaid Abuſes may be reformed, and all Offenders therein effectually proſecuted upon the ſaid Statute, **The** Subſcribers hereunto do ſeverally, and not jointly, covenant, promiſe and agree, to and with the ſaid *R. K.* by theſe Preſents, that they the ſaid Subſcribers ſeverally ſhall and will, out of every Firkin of Butter and other Goods of theirs, which they ſhall receive at *London* from the ſeveral Counties and Places herein after mentioned, between the firſt Day of *June* 1719, and the firſt Day of *June* 1720, allow and pay the ſeveral Sums of Money herein after mentioned, as well towards the Proſecuting of ſuch Offenders, as for and towards the defending of any Actions or Suits which ſhall be brought or commenced againſt the ſaid Traders ſubſcribed or their Agents, on Account of any Duty or Demand impoſed, or which ſhall be impoſed on them by any Perſon or Perſons whatſoever, (that is to ſay) One Farthing *per* Firkin for all Butters, and 1 *d. per* Wey for all Cheeſe received at the Port of *London*, from the Ports of *Ipſwich*, *Woodbridge*, *Aldeburgh* and *Oxford*, and elſewhere in the ſaid County of *Suffolk*, and one Farthing *per* Firkin for all Butters received as aforeſaid, from any of the Ports in *Y.* and *L.* (to wit) *G. Y. H. W. S.* and all other Ports in *England* by Shipping, and one Farthing *per* Pot or Caſk of Butter, and 8 *d. per* Ton on all thick and thin Cheeſe received at *London* from *C. L. H. G.* and all other Sea-Ports whatſoever by Shipping; **Which** ſaid Farthing *per* Firkin, Pot or Cask, and 1 *d. per* Wey, and 8 *d. per* Ton on Cheeſe, ſhall be collected by ſuch Perſons as the Committee for

Recitals, Abuſes.

Subſcription.

Fund for Proſecution.

In whoſe Hands kept.

the

the Time being ſhall from Time to Time order and appoint, and by them paid into the Hands of the ſaid *R. K.* until Order to the contrary by a Majority of Subſcribers at a General Meeting; the whole being, as ſhall always be, at a General Meeting duly ſummoned: **And it is agreed** by the ſaid Parties Subſcribers, that the Money ſo collected and paid as aforeſaid, ſhall be appropriated and applied towards the defraying and paying all Charges and Expences which the ſaid Subſcribers and their Agents ſhall be at, in proſecuting and defending themſelves from all Actions and Suits that ſhall be brought againſt them as aforeſaid. **Item**, That the Perſons called a Committee, named on the back Side of theſe Preſents, by the Subſcribers, or any three of them, (the whole being duly ſummoned on all Occaſions of Buſineſs) ſhall and hereby are impowered to draw and take from the ſaid *R. K.* ſuch Sum or Sums of Money as he ſhall have in his Hands on the Account aforeſaid, for the defraying of ſuch Charges as they ſhall be put to in the Defence of any Actions or Suits, or in proſecuting of any Offenders upon the ſaid Statute. **Item**, In caſe of the Death of any one or more of them, or that there be cauſe for diſplacing of him or them, no other Perſon or Perſons ſhall be choſen into his or their Room but by a Majority of the Subſcribers at a General Meeting. **Item**, That if any Difference ſhall happen in the Committee touching the Senſe or Meaning of any the Articles or other Matters herein contained, ſuch Difference ſhall be ſettled and determined by a Majority of the Subſcribers at a General Meeting, whoſe Determination ſhall be final and concluſive. **Item**, It is agreed by the ſaid Subſcribers, that if any of their Agents, Factors or Aſſigns, ſhall within the Time limited, by and with the Approbation of the ſaid Committee or Majority of them, or by a Majority of the Subſcribers at a General Meeting, proſecute any Perſon or Perſons upon the ſaid Statute for any of the Abuſes therein commenced, ſuch Agents, Factors or Aſſigns, ſhall not only be reimburſed and paid their juſt Charges and Expences on ſuch Proſecutions, but ſhall alſo have and take to their own Uſes all the Benefit allowed by the ſaid Statute, and in caſe of Unſucceſs, ſhall likewiſe be reimburſed his and their Charges. **And it is further agreed**, That the ſaid 8*d. per* Ton, and the 1*d. per* Wey, and the Farthing *per* Pot or Caſk formerly paid to the Lord Mayor and Officers, be collected and paid into the Hands of the ſaid *R. K.* Treaſurer for the Time being, to be diſpoſed of by a Majority of the Subſcribers at a General Meeting. **Item**, The ſaid *R. K.* doth covenant, promiſe and agree, to and with the ſubſcribers, by theſe Preſents, to render unto them or to the Committee appointed by them, ſo often as thereunto required, a true Account of all Monies by him received, and diſburſed on the Account aforeſaid, and the Monies remaining in his Hands, ſhall and will pay into the Hands of ſuch Perſon or Perſons, as the Subſcribers at a General Meeting ſhall order and appoint to receive the ſame, and on ſuch Payment the ſaid *R. K.* ſhall ſtand diſcharged from the ſaid Subſcribers; **And** to the true Performance of ſo much hereof as concerns the Subſcribers, they do ſeverally and not jointly bind and oblige themſelves, their Executors and Adminiſtrators, unto the ſaid *R. K.* his Executors and Adminiſtrators, ſeverally by theſe Preſents: **And** to the true Performance of ſo much hereof as concerns the ſaid *R. K.* he doth bind and oblige himſelf, his Executors and Adminiſtrators unto the ſaid Subſcribers, their Executors and Adminiſtrators, firmly by theſe Preſents. **In Witneſs**, &c. (*See* Tit. **Releaſe.**)

Death of Subſcriber.

Differences.

Lord Mayor's Officers.

Account,

for a Releaſe to *R. K.*'s Widow.

An Agreement to end Suits by conveying ſeveral Manors, &c. to Truſtees, to make Sale thereof for Payment of Debts, and the Profits of the Premiſſes before Sale to be received by the Truſtees for Payment of the Intereſt of the Debts, and for ſettling ſuch Lands as ſhall remain after the Debts paid, as alſo of other Lands to ſeveral Uſes, and for building a Capital Meſſuage, with Power to make Leaſes for Years or Lives, as Tenants in Tail have by Law.

Articles, &c. **Between** the moſt noble *H.* Duke of *N.* Earl Marſhal of *England*, of the one Part, and the Right Honourable *H.* Earl of *A.* Lord *M.* eldeſt Son and Heir apparent of the ſaid Duke, of the other Part.

Whereas the ſaid Lord *A.* hath ſince his Marriage Settlement, bearing Date, *&c.* brought ſeveral Suits againſt his Father, and the ſaid Duke and others make Claims to the preſent Poſſeſſion or Reverſion of ſeveral Parts and Parcels of the Manors, Lands and Eſtate of the ſaid Duke herein after mentioned; and the ſaid Duke and Earl being both of them deſirous to put an End to all Suits and Differences between them, and the ſaid Earl having for that Purpoſe made an humble Addreſs to the ſaid Duke his Father, to deſire of him the ſaid Duke, that in Conſideration of the Releaſes of all his ſaid Claims and Pretenſions, and joining in Settlements, and cutting off of Intails upon himſelf, and ſeveral other Conſiderations

herein after mentioned, his Grace would be pleaſed to conſent, that theſe Articles between him and the ſaid Duke may be agreed unto; and he the ſaid Duke out of his Paternal Affection to the Earl, and for the preventing the Damage which might accrue to the Family by their Diſcord, and for better ſecuring of Peace and Quiet to himſelf and all his Children, and other honourable Branches of his Family, being willing to grant the ſame; **It is therefore mutually agreed** between the ſaid Parties to theſe Preſents, and the ſaid Duke of *N.* and Earl of *A.* do hereby mutually promiſe and agree, to and with each other that for Raiſing the Sum of 21,340 *l.* for Payment of the Debts in the Schedule hereunto annexed which hath Reference to this Article, and the Payment of the Intereſt thereof until the ſame can be diſcharged, the Fee and Inheritance of the Manor, *&c.* in the County of *L.* the two Farms in *W.* in the County of *W.* and all and either of their Eſtate or Eſtates in the ſaid County of *L.* and *W.* or either of them, *S.* Farm in *W.* in the County of *Y.* the Rent in Fee-ſimple of 24 *l.* 8 *s.* 9 *d.* iſſuing out of the Manor of *L.* with the Rights, *&c.* in the County of *Y.* and alſo the Manor of *B.* being in the City and County of *L.* and divers Lands in *D.* in the Manor of *B.* in the ſaid County of *L.* and all other their Hereditaments in the County of *L.* and alſo the Manor of *A.* in the County of *S.* and all other Meſſuages and Lands in *A.* aforeſaid, or elſewhere in the ſaid County of *S.* except the Capital Meſſuage in *W.* in the ſaid County of *S.* now in the Tenure of the ſaid Duke or his Aſſigns, and other the Meſſuages, Lands and Tenements of him the ſaid Duke in *W.* aforeſaid, ſhall be conveyed by the Parties to theſe Preſents to *F. H.* of, *&c.* Eſq; *P. R.* of, *&c.* Eſq; and *C. R.* of, *&c.* in the the County of *Y.* Clerk, and their Heirs; **In Truſt** forthwith to make Sale of all or any Part of the ſaid Manors, Lands and Premiſſes, to raiſe the ſaid Sum of 21,340 *l.* and it is hereby further mutually agreed, that until the ſaid 21,340 *l.* be raiſed by ſuch Sale and Sales, that the Rents, Iſſues and Profits of the ſaid Manors and Premiſſes, ſhall be received by the ſaid Truſtees, and applied to pay the Intereſt of the ſaid 21,340 *l.* Half-yearly, excepting only, that no Intereſt is to be paid or allowed for the Sum of 1500 *l.* mentioned in the ſaid Schedule, and Part of the ſaid 21,340 *l.* and what of the ſaid Lands ſhall remain unſold after the ſaid 21,340 *l.* ſhall be raiſed by ſuch Sales, and all Intereſt paid as aforeſaid, the Remainder of the ſaid Lands, if any ſhall be, to be and remain to the ſaid Earl of *A.* for Life, with Remainder to his firſt and other Sons in Tail Male ſucceſſively, with like Remainder over in Tail to all other the Sons and Brothers of the ſaid Duke for Life, with Remainder to their firſt and other Sons in Tail, with other Remainders over in ſuch Sort and Manner, and as the Caſtle and Manor of *S.* is limited by the ſaid Earl's Marriage Settlement, made in the ſaid Year, *&c.* **And it is further agreed** between the ſaid Parties, that the ſaid Duke will yearly pay out of the Revenue of his other Eſtate to the ſaid Truſtees, the yearly Sum of 252 *l.* towards the Diſcharging of the Intereſt of the ſaid Debt of 21,340 *l.* **Provided always,** and it is hereby agreed, that upon Sale of any Part of the Premiſſes, ſo much as the Intereſt of the ſame raiſed at five *per Cent.* doth exceed the yearly Rent of the Lands ſold, according to the Rents in the Schedule annexed, ſo much ſhall be abated out of the ſaid yearly Payment of 252 *l.* until the whole Payment by that Means ſhall ceaſe. **Item,** It is agreed by and between the ſaid Duke and Earl, that the Manor of *R.* and *K.* with the Rectory of *R.* in the County of *Y.* as in the Schedule hereunto annexed which referreth to this Article, ſhall be conveyed and releaſed by the ſaid Earl to the ſaid Duke, as the Counſel of the ſaid Duke ſhall adviſe. **Item,** It is agreed by and between the ſaid Duke and Earl, that the Manors of *B. B. S.* and the Prior Manor of *B.* and the Manor of *E.* with the Rights, *&c.* all which are to be aſcertained and mentioned in a Schedule to be hereto annexed, and have Reference to this Article, ſhall be conveyed to the Lord *T. H.* in Fee, and that the Sum of 7500 *l.* which the Premiſſes are now in Mortgage for, ſhall be paid and diſcharged out of the firſt Monies that ſhall be raiſed out of the Truſt of making the Leaſes of the *N.* Eſtate, mentioned hereafter in the ſixth Article, and that the Premiſſes to be conveyed to the ſaid *T. H.* ſhall be charged and chargeable with the Annuities of 440 *l. per Ann.* mentioned in one other of the Schedules hereunto annexed, which likewiſe hath Reference to this Article. **Item,** It is agreed by the ſaid Duke and Earl, that the Manors, *&c.* in the County of *Y.* whereof the Duke is now Tenant for Life in Poſſeſſion, in a Schedule hereunto annexed, ſhall be conveyed by the ſaid Earl and Lord *T.* by Leaſe of 99 Years to *S. F. N. F.* and *C. B.* as a Security for Payment of 1000 *l. per Ann.* after the Death of the ſaid Duke, to ſuch Perſon or Perſons as the ſaid Duke ſhall by Deed or Will appoint; and for want of ſuch Appointment, to the Lady Ducheſs of *N.* that now is, her Executors and Adminiſtrators, for the Remainder of the Term of nine Years, to commence from *Michaelmas-Day* laſt paſt, the ſaid 1000 *l. per Ann.* to be paid Half-yearly at *Lady-Day* and *Michaelmas*; and the firſt Payment to be made at *Michaelmas* or *Lady-Day* next after the Death of the ſaid Duke, which of them ſhall firſt happen after the Death of the ſaid Duke, **Item, Whereas** the Manors of *R.* and *K.* in the County of *Y.* are charged with Annuities of 1100 *l. per Ann.* to the Brothers of the ſaid Duke, *viz.* 100 *l. per Ann.* to Mr. *P.* to Mr. *C.* 200 *l. per Ann.*

Ann. to Mr. *E.* 300 *l. per Ann.* and to Mr. *B.* 200 *l. per Ann.* **It is agreed** by the Lord Duke of *N.* and the ſaid Earl of *A.* Lord *M.* that the Caſtle and Manor of *C. R.* the Manor of *R.* the Priory of *C.* and Rectory of *N.* and *A. M.* and all other Lands, Tenements and Hereditaments, ſettled on him the ſaid Earl in Fee upon his Marriage, charged with a Mortgage of 10,000 *l.* for the Payment of which ſaid Debt Proviſion is made in the firſt Article, and the Fee-ſimple Lands in *S.* with the Parks of *G.* and *G.* in *C.* and ſeveral Cutlers Wheels, amounting to the yearly Rent of 92 *l.* in the County of *Y.* expreſſed in a Schedule annexed, ſhall be conveyed by the ſaid Parties to theſe Preſents and their Truſtees, to *S. F. N. F.* and *C. B. to have and to hold* all and every the ſaid Premiſſes, except the ſaid Cutlers Wheels, to them and their Heirs, to have and to hold the ſaid Cutlers Wheels to them, ther Executors, and Adminiſtrators, for the Term of 99 Years if the ſaid Duke ſhall ſo long live: **In Truſt** to receive the Rents, Iſſues and Profits of all and every the ſaid Manors, *&c.* and therewith to pay the aforeſaid Annuities, amounting in the whole to 1100 *l. per Ann.* from Time to Time as the ſame ſhall become due and payable, and for Securing, Freeing and Diſcharging the ſaid Manors of *R.* and *K.* of and from the ſame, and afterwards for Payment of 370 *l. per Ann.* for the Annuities mentioned in the Schedule relating to this Article, and afterwards for the indemnifying the ſaid Duke, his Executors and Adminiſtrators, of and from all Suits now depending, or that ſhall hereafter be depending or brought either in Law or Equity, by all or any the Brothers of the ſaid Duke, or by his Siſter the Lady *E. T. M.* their or any of their Heirs, Executors, Adminiſtrators or Aſſigns, or any of the ſaid Duke's Truſtees, for or concerning the Rents and Profits of any Manors, Lands or Tenements within the Counties of *N. Y. S. W. C.* or any other the Real or Perſonal Eſtate of or belonging to *T.* late Earl of *A.* Grandfather of the ſaid Duke *H.* late Earl of *A.* and Father of the ſaid Duke, *H.* late Counteſs of *A.* and *T.* late Duke of *N.* Brother of the ſaid Duke, Party to theſe Preſents, or any or either of them, or any other Demand whatſoever for or upon Account of the ſaid Real or Perſonal Eſtates, or either of them. **And it is hereby mutually agreed**, That the ſaid Truſtees ſhall have Power either by Perception of Profits, Mortgage or Sale of all or any the laſt ſaid Premiſſes, to pay and ſatisfy the ſaid Annuities and all the Arrears of the ſame, if any, and are alſo to reimburſe and make good to the ſaid Duke, his Executors, Adminiſtrators or Aſſigns, whatſoever he or they ſhall from Time to Time be damnified, or that ſhall be recovered againſt them, with what Coſts and Charges he or they ſhall pay, expend, or be put unto by any of the ſaid Duke's Brothers or Siſter, their Heirs, Executors, Adminiſtrators or Aſſigns, for or upon Account of any the Eſtates, Real or Perſonal as aforeſaid; and after the ſaid Annuities and all Arrears of the ſame paid off, and the ſaid Duke, his Executors, Adminiſtrators and Aſſigns reimburſed their ſaid Damnifications, or what ſhall be recovered againſt them as aforeſaid, then as to the ſaid Manor of *C. R.* and other the ſaid *N.* Eſtate, and the ſaid *G.* and *G.* Parks, the ſame to remain to the ſaid Earl of *A.* in Fee, and as to the ſaid Fee-ſimple Lands in *S.* to the ſaid Earl for Life, with Remainder in the Tail Mail to his firſt and other Sons, with Remainder to all the ſaid other Sons and Brothers of the ſaid Duke and other Perſons for Life, with Remainders to their firſt and other Sons, as the ſaid Caſtle and Manor of *S.* is limited by the ſaid Earl's Marriage Settlement in, *&c.* **And whereas** the preſent Rents of the ſaid Premiſſes are not judged ſufficient for the Diſcharging of the ſaid Premiſſes, and are not judged ſufficient for the Diſcharging of the ſaid Annuities: **It is hereby** agreed by the ſaid Lord *A.* that the ſaid Lord *A.* his Heirs, Executors or Adminiſtrators, ſhall or will pay the yearly Sum of 318 *l.* for and towards the Diſcharging of the ſaid Annuities, and to make up what the Rents and Profits of the Premiſſes mentioned in this Article ſhall fall ſhort or fail to pay and ſatisfy: **And it is further agreed** between the ſaid Parties, that the Manor of *H.* and *H.* ſhall be conveyed by Leaſe of 99 Years to the ſaid Truſtees, for the better enabling them to diſcharge the ſaid Annuities, until by the Death of ſome of the Perſons to whom the ſaid Annuities are payable, ſhall be leſſened at leaſt the Sum of 200 *l. per Ann.* and then the ſaid Leaſe of 99 Years of *H.* and *H.* to be void. **Item**, It is agreed between the ſaid Parties, that all and every the Caſtles, Honours, Manors, Lands, Tenements and Hereditaments in the Counties of *N. S.* and *E.* of the ſaid Duke's, except the Gardens called *C.* Gardens in *N.* and except the Manors of *E.* and *B.* and other Eſtates therein agreed, and mentioned to be agreed, to be conveyed to the Lord *T. H.* and his Heirs, ſhall be conveyed by the ſaid Duke and Earl to certain Truſtees to be indifferently named as aforeſaid, and their Heirs, upon Truſt in the firſt Place, that the ſaid Truſtees may leaſe all or any Part of the Premiſſes now in Leaſe to ſeveral Perſons, and whoſe Leaſes or Intereſt will determine ſome within ten Years hence, and all within 21 Years from this Time for any Terms or Numbers of Years not exceeding 41 Years to be accounted from, *&c.* for the Raiſing the Sum of 15,460 *l.* due upon ſeveral Mortgages mentioned in the Schedule hereunto annexed, which hath Reference to this Article; the firſt Monies raiſed thereby to be imployed for the Diſcharging of the Mortgages upon *E.* and *B.* and other the ſaid Eſtate agreed to be conveyed to the ſaid Lord *T. H.* and the Rents, Iſſues

and

and Profits of all and every the ſaid Premiſſes in *N. S.* and *E.* to be received and applied to pay and diſcharge the Intereſt of the ſaid Debts. **And it is hereby further agreed** between the ſaid Parties, That the ſaid Manors of *H.* and *H.* and all Lands therewith uſed, or reputed Parts or Parcels of the ſame, charged nevertheleſs with the aforeſaid Terms of 99 Years mentioned in the fifth Article; *As* alſo the Manor and Rectory of *E.* in the County of *Y.* and all Lands therewith uſed, or reputed Parts or Parcels of the ſame, ſhall be conveyed to Truſtees, to be named by the ſaid Duke, and their Heirs; **In truſt** that the Rents and Profits thereof, as well as of all other the ſaid Premiſſes in *N. S.* and *E.* hereby directed to be conveyed to the ſaid other Truſtees, until the ſaid 15,460 *l.* be raiſed, paid, received and applied by the ſaid Truſtees, to pay off the Intereſt that ſhall from Time to Time become due upon the ſaid Mortgages, or for the ſaid Debts; And that after the ſaid 15,460 *l.* ſhall be raiſed and paid, that then all the ſaid Truſtees to be named in both the Conveyances intended by this preſent Article, ſhall by Perception of Profits, Sale or Mortgage, as may be requiſite, of all or any of the ſaid Manors and Premiſſes in the ſaid Counties of *N. S.* and *E.* except the Duke's Palace in *N. C.* Garden, and the Premiſſes agreed to be conveyed to the ſaid Lord *T. H.* as aforeſaid, as well thoſe in Poſſeſſion, as the Reverſions of the aforeſaid Leaſes to be made by the ſaid Truſtees, for Terms not exceeding 41 Years, and the Rents reſerved upon the ſame, as alſo the Manors of *H.* and *H.* and the ſaid Manor and Rectory of *E.* or all or any the aforeſaid Premiſſes, raiſe and pay ſo much of the ſaid 21,340 *l.* mentioned in the ſaid firſt Article, as the Manors, *&c.* therein appointed to be ſold, ſhall and may not raiſe and pay; as alſo the Reſidue of the ſaid 15,460 *l.* ſhall not or may not be raiſed by the making of the ſaid Leaſes to a Term exceeding 41 Years; and in the next Place, for the Payment of the ſaid 1100 *l.* Annuities, and diſcharging the ſaid Manors of *R.* and *K.* of and from the ſame, and for indemnifying and ſaving harmleſs the ſaid Duke, his Executors, Adminiſtrators, Aſſigns and Truſtees, of and from the ſaid Suits, Claims and Demands of his ſaid Brothers and Siſter, their Heirs, Executors, Adminiſtrators and Aſſigns which are mentioned and intended in the ſaid fifth Article made of the ſaid other Eſtate therein appointed and ſet apart for that Purpoſe; as alſo for the Payment of the ſaid 1000 *l. per Ann.* for the nine Years mentioned in the fourth Article, to be payable to ſuch Perſon or Perſons as the ſaid Duke ſhall appoint, or in Default of ſuch Appointment, to the ſaid Ducheſs, in Aid of the Eſtate mentioned in the ſaid Article to be leaſed for 99 Years for that Purpoſe; and after thoſe Truſts performed, then all and every the ſaid Manors and Premiſſes that ſhall remain to be conveyed by the ſaid Truſtees in both the ſaid Conveyances, to the Uſe of the ſaid Earl of *A.* for Life, Remainders to his firſt and other Sons in Tail Male, Remainder to the ſaid Duke's other Sons and Brothers, and other Perſons, for Life and in Tail, in ſuch Manner as the ſaid Caſtle and Manor of *S.* is ſettled by the ſaid Earl's Marriage Settlement in, *&c.* with Powers for any Tenants for Life or in Tail in Poſſeſſion, to make Leaſes for 21 Years or three Lives in Poſſeſſion, as Tenant in Tail by Law may do. **And** the ſaid Earl doth hereby further agree, That he the ſaid Earl ſhall and will demiſe and grant all that Eſtate of 999 *l.* 4 *s.* 7 *d.* or thereabouts, mentioned in the Schedule annexed to the ſaid Earl's ſaid Marriage Settlement, to Truſtees to be named by the ſaid Duke, for the Term of 99 Years, if the ſaid Earl ſhall live ſo long, for the better ſecuring the ſaid Duke, his Executors, Adminiſtrators and Aſſigns, of and from the ſaid Suits and Demands of his ſaid Brothers and Siſter, their or any of their Heirs, Executors or Adminiſtrators, according as is mentioned and intended in and by the ſaid fifth Article. **And** it is hereby agreed between the ſaid Parties, That all and every the ſaid Mortgages of all or any the ſaid Premiſſes, except thoſe of the ſaid Eſtate herein after mentioned to be conveyed to the ſaid Lord *T. H.* when paid off, ſhall be either ſurrendered or extinguiſhed, or elſe aſſigned in Truſt, for the protecting of the ſaid Leaſes to be made by the ſaid Truſtees, and for the better ſecuring the Truſts, and due Performances of all and every the Matters and Things in this preſent Article; and the ſaid Mortgages of the Lord *T. H.*'s ſaid Eſtate to be aſſigned as he ſhall appoint. **Item**, For the building of a Capital Meſſuage or Palace in *A. Ground*, in the Pariſh of St. *C. D.* in the County of *M.* **It is agreed**, That the Ground-Rent of divers Meſſuages or Tenements leaſed for 41 Years, or under, mentioned in one of the Schedules hereunto annexed, relating to this Article, ſhall by Sale, or otherwiſe, be diſpoſed of, for the raiſing of Monies to build the ſaid Capital Meſſuage or Palace; *And* for a further Supply, that the Reverſionary Term of the ſaid Leaſes made, or to be made, veſted in Mr. *D.* and Mr. *W.* by Virtue of an Aſſignment of a Leaſe made by the ſaid Duke of *N.* to them, ſhall be in Truſt for the raiſing of a further Sum for the finiſhing the ſaid Capital Meſſuage, and for the raiſing a Sum of Money for the purchaſing of any Houſes or Ground neceſſary or convenient, as the Truſtees ſhall think fit, for the carrying on the Model of *A. Ground*, as alſo for indemnifying and ſaving harmleſs the ſaid Duke, his Executors and Adminiſtrators, of and from all Damages that ſhall or may happen to the ſaid Duke, his Executors or Adminiſtrators, for or by Reaſon of not carrying on the Buildings according to the ſaid Model. **Item, Whereas** the ſaid Earl,

Earl, Party to these Presents, hath charged the said Estate of *Castle R.* with the Payment of 1100 *l. per Ann.* Annuities to his Uncles, the Brothers of the said Duke, and that also in Consideration of the said Earl of *A.* together with the Earl of *P.* to join in the said Marriage Settlement, in order to make Sales and Securities of and out of the Manors, Lands, Tenements and Hereditaments in the Counties of *Y. L.* and *W.* for Payment of Debts, and securing his Grace the Duke from divers Claims and Pretensions of several Persons, as is herein before mentioned and intended: **Therefore it is agreed**, That his Grace the said Duke shall convey to the said Earl in Fee the Barways, Castles and Manors of *G.* and *B.* and all Manors, Lands, Tenements and Hereditaments, in the Counties of *C.* and *W.* of the said Duke's, except the said Parks of *G.* and *G.* which are agreed to be settled in other Manner, as aforesaid. **Item**, it is agreed between the said Parties, that the Lord *A.* shall release all his Claims and Pretensions to all or any Part of the Duke's personal Estate whatsoever, as also to release all Claims to the Duke's real Estate whatsoever, except what is settled by Act of Parliament, or by his the said Earl's Marriage Settlement, and except what is not herein by any Article agreed to be conveyed and settled; **And** shall, at the Costs and Charges of the said Duke, join with the said Duke, and confirm and release, by sufficient Assurances or Instruments in Law, as Counsel, shall advise, all Sales and Settlements that are already, or that hereafter shall be made by his said Grace, of all or any of the real or personal Estate of the said Duke, not being contrary or in Diminution to this Agreement. **Item, it is agreed** between the said Parties, That the said Duke shall have all Arrears of Rents and Fines that are in any of the Estates that his Grace passeth away by this Agreement, free from the Claim of the Earl of *A.* by the Trustees to whose Hands any Part of the said Estate shall be conveyed. **Item, Whereas** in the Act of, *&c.* for annexing the Castles, Lordships, Lands and Tenements in the County of *S.* and *A.* House, and Tenements in the County of *M.* amongst other Things there is reserved 200 *l. per Ann.* payable out of the Rents, Issues and Profits of the said Premisses, for the repairing *A.* Castle and *A.* House; **It is agreed** between the said Parties to these Presents, That the Lord *A.* shall and will as far as in him lies, discharge the said Duke, his Executors and Administrators, from the Payment of all the Arrears of the said 200 *l.* payable for the Uses aforesaid. **Item, it is agreed**, as to Order of the Payments of the Debt of 21,340 *l.* mentioned in one of the Schedules to these Articles annexed, *viz.* in the first Place 5,700 *l.* to be paid to the said Duke for the Lady *F.* her Portion; 2dly, 1000 *l.* to Workmen; 3dly, 10,000 *l.* Debt upon raising the Residue of the Debt of 21,340 *l.* as the Trustees shall think fit. **Item, it is agreed** by and between the said Parties, That the said Earl shall seal and execute to the said Duke, a Release of all Breaches of Covenants contained in the said Marriage Settlement in, *&c.* and all other Demands, of what Nature or Sort soever, to the 25th Day of *March* last past, except to the said Duke's Covenant contained in the said Marriage Settlement for making further Assurance; and the said Duke doth hereby agree to give to the said Earl a general Release to the said 25th Day of *March* aforesaid, as Counsel shall advise: **And it is hereby declared and agreed**, That all and every the said Trustees shall and may, in the first Place, pay and discharge out of the respective Estates all such Sum and Sums of Money as they shall expend or pay in or about the Execution of the respective Trusts herein contained. **And lastly**, The said Earl of *A.* doth hereby for himself, his, *&c.* covenant, *&c.* That he the said Earl, before the End of *Easter* Term, shall and will procure the Right Honourable the Earl of *P.* and in Case of his Death, other sufficient Consent of Parties, for revoking the Uses contained in the said Marriage Settlement, and to join in such Deed or Deeds of Revocation, with the said Duke and Earl, of all and every the said Manors of *H.* and *H.* the Manor and Rectory of *E.* the said reputed Manor of *B.* the said Farms in *W.* and other the Premisses, for which there is a Power to revoke the Uses thereof in the said Marriage Settlement, in order to inable a Performance and due Execution of these Presents, according to the true Intent and Meaning of the same. **And it is hereby further agreed**, That the aforesaid Conveyances and Settlements hereby agreed to be made, shall contain such reasonable Covenants as Counsel shall advise, and such Provisions to be made for preserving contingent Remainders as Counsel shall likewise advise. **In Witness**, &c.

An

An Agreement for ending and concluding all Matters of Accounts and Differences in a Cauſe in Chancery, with Covenants for Payment of Money, ſealing of Leaſes, and vacating a Recognizance given to abide by the Accounts to be taken by a Maſter.

Articles, &c. Between *W. W.* of, *&c.* and *E.* his Wife, of the one Part, and the Right Honourable Major-General *T. M.* and the Right Noble *J.* Ducheſs Dowager of *N.* his Wife, and *C. M.* of, *&c.* Eſq; the only acting Executor of the moſt noble *H.* Duke of *N.* deceaſed, of the other Part.

Whereas there was heretofore a Suit depending between the ſaid *W. W.* Party to theſe Preſents, and *E.* his Wife, and *P. V.* Merchant, Complainants, againſt the ſaid *H.* late Duke of *N.* deceaſed, and others, Defendants; and which Suit hath been ſince revived, and is now depending againſt the ſaid *C. M.* as Executor of the ſaid Duke, and others, Defendants: **And whereas** the ſaid late Duke in his Life-time, together with *S. F.* Eſq; and *L. C.* entered into a Recognizance to the ſaid Court of Chancery, in the penal Sum of 2000*l.* conditioned to abide the Event of the Account to be taken in the ſaid Cauſe, and to anſwer what ſhould appear to be due thereon: **And whereas** the Accompt was taken by Sir *S. C.* Knight, late one of the Maſters of the ſaid Court, until and for *Lady-day* 1687, and the Balance thereof paid and ſatisfied unto the ſaid *W. W.* by the ſaid *T. M. Jane* Ducheſs Dowager of *N.* his Wife, and *C. M.* **Now** for a final End and Concluſion of all other Matters of Accounts, Diſputes and Differences in the ſaid Cauſe depending, **It is covenanted**, concluded and finally agreed by and between the ſaid Parties to theſe Preſents, in Manner and Form following; **And** the ſaid *W. W.* and *E.* his Wife, for and in Conſideration of the Sum of 100*l.* to them in Hand paid by the ſaid *C. M.* the Receipt, *&c.* and alſo in Conſideration of the further Sum of 500*l.* agreed to be paid to the ſaid *W. W.* and *E.* his Wife, their, *&c.* in ſuch Manner as is hereafter mentioned, he the ſaid *W. W.* doth for himſelf, and *E.* his Wife, their, *&c.* covenant, *&c.* to and with the ſaid *T. M.* and *C. M.* That upon Payment of the ſaid 500*l.* according to the true Intent and Meaning of theſe Preſents, they or their, *&c.* ſhall and will ſeal and execute unto the ſaid *T. M. J.* Ducheſs Dowager of *N.* a general Releaſe of all Matters in Difference in the ſaid Suit, or otherwiſe, as Counſel ſhall adviſe; and alſo ſhall and will deliver, or cauſe and procure to be delivered up to them the ſaid *T. M. J.* Ducheſs Dowager of *N.* his Wife, and *C. M.* one Indenture of Leaſe made by the ſaid *H.* late Duke of *N.* and others unto *M. T.* Eſq; deceaſed, of the Term of 21 Years of certain Fen-Lands in the Iſle of *E.* to be cancelled; **And** ſhall alſo, at the Coſts and Charges of the ſaid *T. M.* cauſe the ſaid Recognizance to be vacated upon Record; and do hereby conſent and agree that the ſame ſhall be vacated and made void accordingly; **And** the ſaid *W. W.* for him and his Wife, their, *&c.* doth covenant, *&c.* to and with the ſaid *C. M.* his, *&c.* by theſe Preſents, That the ſaid *W. W.* nor *E.* his Wife, their, *&c.* nor any other or others, by his or their Aſſent, Conſent, Means, Privity or Procurement, ſhall or will, at any Time hereafter, arreſt, moleſt or trouble, or wittingly or willingly permit or ſuffer to be arreſted, moleſted or troubled, the ſaid *C. M.* his, *&c.* or any of them, upon, for or by Reaſon of the ſaid Recognizance and Sum of 2000*l.* therein contained, or any Part or Parcel thereof, nor ſue nor take forth, nor permit, or ſuffer to be ſued or taken forth, any Proceſs or Execution upon or by Reaſon of the ſaid Recognizance againſt the ſaid *C. M.* his, *&c.* or any of them, nor ſhall at any Time hereafter, by any Colour or Means whatſoever, levy the Debt or any Part thereof, of or upon the Lands, Tenements, Goods or Chattels of the ſaid *C. M.* or which he may be anſwerable or accountable for, as Executor of the ſaid Duke. **Provided always** that the ſaid *W. W.* and *E.* his Wife, their, *&c.* ſhall and may be at his or their Liberty to ſue the ſame Recognizance againſt the real Eſtate of the ſaid late Duke, or againſt the ſaid *S. F.* and *L. C.* their, *&c.* in caſe Default be made in Payment of the ſaid 500*l.* at the Times herein after mentioned, as though theſe Preſents had not been made; **And** the ſaid *W. W.* for the Conſiderations aforeſaid, doth releaſe to the ſaid *C. M.* the Recognizance and all Suits, Debts, Duties and Demands whatſoever, as well in Law as Equity, which he hath againſt the ſaid *C. M.* either in his own Right, or as Executor of the ſaid Duke of *N.* or otherwiſe howſoever; **And** the ſaid *T. M.* for himſelf, his, *&c.* doth covenant, *&c.* to and with the ſaid *W. W.* his, *&c.* by theſe Preſents, That he the ſaid *T. M.* his, *&c.* ſome or one of them, ſhall and will pay or cauſe to be paid unto the ſaid *W. W.* and his Wife, their, *&c.* the Sum of 100*l.* Part of the ſaid 500*l.* on the, *&c.* 100*l.* more on, *&c.* and the further Sum of 300*l.* Reſidue, and in full Payment thereof, on, *&c.* **Provided always**, and it is agreed

by and between all the ſaid Parties to theſe Preſents, that the Decree made in the ſaid Cauſe in the ſaid Court of Chancery, and the Recognizance before mentioned, as againſt all Parties thereunto, or Perſons therein concerned, except the ſaid *C. M.* ſhall remain, ſtand and be as a further Security unto the ſaid *W. W.* and his Wife, for the ſecuring the Payment of the ſaid 500*l.* in Manner as aforeſaid. **In Witneſs**, &c.

An Agreement to end a Suit in Chancery (brought in Purſuance to a Claim by various Settlements, &c. in which an Iſſue at Law was directed to try the Legitimacy of one of the Parties) whereby the Premiſſes in Queſtion are ſettled, and an Act of Parliament covenanted to be procured for Confirmation.

Articles, &c. **Between** *P. S.* of, *&c.* (youngeſt Son of *P. S.* the Elder, late of, *&c.* Eſq; deceaſed, and Uncle of *H. S.* and *P. S.* two Infants, herein after named) of the one Part, and *A. S.* of, *&c.* aforeſaid, Widow, (Mother and Guardian of the ſaid *H. S.* and *P. S.* the Infants, which ſaid *H.* and *P.* the Infants, are the two only Sons of *H. S.* late of, *&c.* deceaſed, who was the eldeſt Son of the ſaid *P. S.* the Elder, deceaſed, and elder Brother of the ſaid *P. S.* Party hereto,) *S. R.* of, *&c.* Eſq; (Brother-in-law to the ſaid *A. S.*) and *J. T.* of, *&c.* Gent. (for and on the Behalf of the ſaid Infants) of the other Part, in Manner as follows, that is to ſay,

Whereas by Indenture of Leaſe and Releaſe, bearing Date reſpectively on or about the 20th and 21ſt Days of *Auguſt* 1661. (*Recital of a Settlement, whereby Sir* M. S. *conveyed to Truſtees ſeveral Manors*, &c. (*except Lands for ſeveral Uſes ſince determined*), *and afterwards to the Uſe of* P. S. (*one of the Sons of Sir* P. S. *Knt. deceaſed, and which ſame* P. S. *was Great-Grandfather of the ſaid* H. *and* P. S. *the Infants, and Grandfather of the ſaid* P. S. *Party hereto*), *for the Term of* 99 *Years, if he ſhould ſo long live*; *with Remainder to the ſaid Truſtees and their Heirs during his Life to preſerve the contingent Remainders therein after limited*; *with Remainder to the firſt and other Sons of the ſaid* P. S. (*Son of the ſaid Sir* P.) *in Tail Male ſucceſſively*; *and for Default of ſuch Iſſue, to the Uſe of Sir* H. S. *Bart.* (*Couſin of the ſaid Sir* M. S.) *for the Term of* 99 *Years* (*if he the ſaid Sir* H. S. *ſhould ſo long live*); *with Remainder to the ſaid Truſtees and their Heirs during his Life, to preſerve the contingent Remainders therein after limited*; *with Remainder to the firſt and other Sons of the ſaid Sir* H. *in Tail Male ſucceſſively, and for Default of ſuch Iſſue to the Uſe and Behoof of* R. S. *Eſq*; (*Brother of the ſaid Sir* H. *and Couſin of the ſaid Sir* M.) *for the Term of* 99 *Years, if he the ſaid* R. S. *ſhould ſo long live*; *with Remainder to the ſaid Truſtees and their Heirs, to preſerve the contingent Remainders therein after limited*; *with Remainder to the firſt and other Sons of the ſaid* R. S. *in Tail Male ſucceſſively, and for Default of ſuch Iſſue, then to the Uſe of the right Heirs of the ſaid Sir* M. S. *for ever*): **And whereas** upon the Failure of all the Eſtates limited, prior to the ſaid *P. S.* the Grandfather, he the ſaid *P.* the Grandfather entered upon and took Poſſeſſion of the ſaid Manors, Lands and Premiſſes, (except the ſaid Lands called *F. &c.*) and received the Rents and Profits thereof: **And whereas** the ſaid *P. S.* the Grandfather having Iſſue two Sons, *viz.* The ſaid *H.* his eldeſt Son (pretended to be illegitimate, Father of the ſaid *H.* and *P. S.* the Infants) and the ſaid *H. S.* Party hereto, by Indentures of Leaſe and Releaſe, bearing Date reſpectively on or about the 9th and 10th Days of *September* 1724, the Releaſe being *Tripartite* and made between the ſaid *P. S.* the Father, of the firſt Part, the ſaid *H. S.* and *P. S.* his Sons, of the ſecond Part, and *E. T.* and *R. F.* Eſquires, of the third Part; **It is witneſſed**, That for ſettling the Premiſſes after mentioned, and for making a Proviſion for the ſaid *H.* and *P.* the Sons, and for preventing all Diſputes and Controverſies that might ariſe between them or any other Perſon claiming the ſame, and for anſwering the ſeveral Intents and Purpoſes of the Parties thereto in Manner therein after expreſſed, and other the Conſiderations therein mentioned; the ſaid *P. S.* the Father, and *H. S.* and *P. S.* his two Sons, did grant, *&c.* unto the Truſtees and their Heirs, the ſaid Manors, *&c.* which in and by the ſaid Indenture, *&c.* were granted, *&c.* to the Uſes following, that is to ſay, As to the Manor of *E.* and other Premiſſes therein mentioned, to the Uſe of the ſaid *P. S.* the Father in Fee, and as to the Lordſhip and Manor of *W.* and other Lands therein mentioned, to the Uſe of the ſaid *P.* the Father for Life, and after his Deceaſe, (ſubject to the ſeveral Jointures, Rent-Charges, annual Payments and other Incumbrances charged or to be charged upon the ſaid Premiſſes and therein after mentioned); Remainder as to the capital Manſion-houſe of *W.* and all the Meſſuages, *&c.* Part of the ſaid Manor therein particularly mentioned, to the Uſe of the ſaid *H.* the Son for Life; Remainder to the ſaid Truſtees to preſerve contingent Remainders; Remainder to the

Settlement made by *P.* the Father on his two Sons *H.* and *P.*

the firſt, *&c.* Sons of the ſaid *H.* the Son in Tail Male; and for want of ſuch Iſſue, to the Uſe of the ſaid *P.* the Son for Life; Remainder to the ſaid Truſtees to preſerve contingent Remainders; Remainder to the firſt and other Sons of the ſaid *P.* the Son in Tail Male; Remainder to all the Daughters of the ſaid *H.* the Son, as Tenants in Common; Remainder in like Manner to the Daughters of the ſaid *P.* the Son; Remainder to the right Heirs of the ſaid *P.* the Father; and as to the other Lands and Premiſſes therein mentioned, to the Uſe of the ſaid *P.* the Son, Party hereto, for his Life; Remainder to the ſaid Truſtees to preſerve contingent Remainders; Remainder to the firſt and every other Son of the ſame *P.* in Tail Male; Remainder to the ſaid *H.* the Son for Life; Remainder to the ſaid Truſtees to preſerve the contingent Remainders; Remainder to the firſt and other Sons of the ſaid *H.* the Son in Tail Male; Remainder to the Daughters of the ſaid *P.* the Son, as Tenants in common; Remainder to the Daughters of the ſaid *H.* the Son; Remainder to the right Heirs of the ſaid *P.* the Father; and the ſaid *P.* the Father and his two Sons *H.* and *P.* covenanted with the ſaid two Truſtees, that they in Conjunction with ſuch other Perſons as ſhould be Heirs at Law of the ſurviving Truſtee in the ſaid Deed of 21ſt of *Auguſt*, would within 12 Months then next enſuing ſuffer one or more common Recovery or Recoveries of the ſaid Premiſſes, which Recovery when ſuffered, *is thereby declared*, ſhould enure to the ſeveral Uſes therein before mentioned, in which Indenture of Releaſe is contained a Power for either of the ſaid Sons by any Deed or Writing, or by their laſt Will executed in Manner as therein mentioned, to make a Jointure of 200 *l. per Ann.* on any Wife he or they ſhould marry, out of the Premiſſes ſo to them reſpectively limited as aforeſaid, and alſo a Power to raiſe ſuch Sums of Money for younger Childrens Portions, in Manner as therein alſo mentioned; *And it is thereby agreed* between the ſaid two Sons, that the ſaid capital Manſion-houſe with its Appurtenances, ſhould be valued by two indifferent Perſons; and that the ſaid *H.* the Son ſhould after the Death of the ſaid *P.* his Father, pay a Moiety of ſuch Value (deducting 60 *l.*) to the ſaid *P.* the Son; and that the Courts of the ſaid Manors ſhould be held after the Death of the ſaid *P.* the Father, in the joint Names of his Sons, and the yearly Profits thereby ariſing ſhould be equally divided between them and their Heirs, with Power for the two Sons, when in Poſſeſſion of the ſaid Premiſſes, to grant Leaſes thereof for 21 Years in Poſſeſſion at the moſt improved Rents; *And it was further agreed* by all Parties, That they and their Heirs ſhould do and execute all further Acts as ſhould be judged neceſſary for the more effectual anſwering the Intents and Purpoſes in the ſaid Indenture of Releaſe mentioned and expreſſed: **And whereas** by Indenture of Leaſe and Releaſe bearing Date reſpectively on or about the 28th and 29th Days of *September* 1724, the Releaſe being *Tripartite*, made *between* the ſaid *P. S.* the Father, of the firſt Part, the ſaid *H.* and *P. S.* his two Sons, of the ſecond Part, Sir *W. L.* and *T. W.* of the third Part, the ſaid *E. T.* and *R. F.* of the fourth Part, and *G. H.* and *M. H.* of the fifth Part, (reciting, *&c.* and the Covenant therein contained for ſuffering a Recovery, and that the ſaid Sir *W. L.* and *T. W.* were Heirs of the ſurviving Truſtees named in the ſaid Deed of the 21ſt of *Auguſt*); *It is witneſſed*, That for fulfilling the Covenants therein contained between the ſaid *P. S.* the Father and the ſaid *H.* and *P.* his Sons for ſuffering the ſaid Recovery, and for anſwering the true Intent of the Parties to the ſaid recited Indenture of Releaſe of the 10th of *September*, and the ſeveral Truſts therein declared; and for barring all Eſtates Tail, Reverſions and Remainders thereupon expectant in the ſaid Premiſſes, and for other Conſiderations therein mentioned, the ſaid *P. S.* the Father, and the ſaid *H.* and *P.* his Sons, Sir *W. L.* and *T. W.* did grant, *&c.* to the ſaid *E. T.* and *R. F.* and their Heirs, all the ſaid Premiſſes, to make them Tenants to the Precipe for ſuffering a common Recovery thereof, which Recovery is declared ſhould enure to the ſeveral Uſes and Truſts in the ſaid Indenture of Releaſe of the 10th of *September* 1724 expreſſed: **And whereas** before the completing of the ſaid Recovery ſo covenanted to be ſuffered as aforeſaid, the ſaid *H.* the Father of the ſaid two Infants departed this Life, and after his Death, by Indentures of Leaſe and Releaſe bearing Date reſpectively the 12th and 13th Days of *April* 1725, the Releaſe being *Quinquepartite*, and made between the ſaid *P. S.* the Father, of the firſt Part, the ſaid *P. S.* the Son, Party hereto, of the ſecond Part, and the ſaid Sir *W. L.* and *T. W.* of the third Part, the ſaid *E. T.* and *R. J.* of the fourth Part, and *G. H.* and *N. H.* Gent. of the fifth Part, reciting the ſaid Indentures of Leaſe and Releaſe and Settlement of the 20th and 21ſt of *Auguſt* 1661, and that the ſaid Sir *W. L.* was Heir to the ſaid Sir *W. F.* and the ſaid *T. W.* was Heir to the ſaid *H. A.* the ſurviving Truſtees in the ſaid Settlement, and for barring all Eſtates Tail, and for other the Conſiderations therein mentioned, the ſaid *P. S.* the Father, *P.* the Son, Sir *W. L.* and *T. W.* did grant and releaſe all the ſaid Premiſſes to the ſaid *E. T.* and *R. F.* and their Heirs, to make them Tenants to the Precipe, in order to ſuffer a common Recovery thereof, the Uſes whereof were declared to be as follows, *viz.* As to the ſaid Manor of *E.* and the ſeveral Meſſuages, Lands and Premiſſes in *S. M. S. L.* and *H. H.* therein mentioned, to the Uſe of the ſaid *P.* the Father, in Fee; and as to the ſaid Manor of *W.* with the ſaid Lands called *Dee*

The Deeds for ſuffering a Recovery and declaring the Uſes thereof.

H. the Father died before the Recovery ſuffered.

As to ſuffering another Recovery.

Dees,

Dees, and the Advowſon of *W.* to the Uſe of the ſaid *P.* the Father for his Life; Remainder to the ſaid *P.* the Son in Fee; *In which Indenture* it was declared, that nothing contained therein ſhould impeach the Annuity of the Honourable *M. S.* of 300 *l per Ann.* for her Life, or the Annuity of 200 *l. per Ann.* to *M.* the Wife of the ſaid *P.* the Father, or 10 *l. per Ann.* to *M. S.* for Life, in Purſuance of which laſt Indenture of Releaſe, Recoveries in *Trinity* Term in 11 *Geo.* 1. were accordingly ſuffered of the ſaid Premiſſes: **And whereas** the ſaid *P. S.* the Father died about *February* 1729, having firſt made his laſt Will and Teſtament in Writing, and thereby deviſed all his Eſtate to the ſaid *P.* his Son, (Party hereto) his Heirs and Aſſigns for ever, and upon the Death of the ſaid *P.* the Father, the ſaid *P.* his Son, Party thereto, entered upon, and is now in the Poſſeſſion of all the ſaid Premiſſes (ſave and except the aforeſaid Manor of *E.* and the Lands and Premiſſes thereunto belonging:) **And whereas** in or about *Eaſter* Term 1730, the ſaid *H. S.* the Infant (by the ſaid *A.* his Mother and next Friend) exhibited his Bill in the High Court of Chancery againſt the ſaid *P.* his Uncle, and others, to have a Diſcovery of the ſeveral Deeds and Settlement of the ſaid Premiſſes, and to have his Title eſtabliſhed as eldeſt Son of the ſaid *H.* his Father, or to have the Benefit of the ſaid Settlement of the 10th of *September* 1724, and for other the Matters therein mentioned and ſet forth: **And whereas**, by the Anſwer of the ſaid *P.* the Uncle, put into the ſaid Bill, he inſiſted that the ſaid *H.* the Father of the ſaid *H.* the Infant was born before the Marriage of the ſaid *P.* the Father, and was therefore illegitimate, and that he the ſaid *P.* his Uncle, Party hereto, was the only legitimate Son and Heir of the ſaid *P.* his Father, and as ſuch inſiſted to hold and enjoy the ſaid Premiſſes; **Whereupon** Iſſue was joined and ſeveral Witneſſes examined on both Sides, and the ſaid cauſe came on to be heard on the 26th Day of *November* now laſt paſt, before the preſent Lord High Chancellor, **When** an Iſſue at Law was directed to try whether the ſaid *H. S.* Father of the ſaid *H.* the Infant, was the legitimate Son of the ſaid *P. S.* the Father, or not; **And** the Conſideration of all other Matters in Queſtion was deferred till after the ſaid Iſſue was tried, **When** either Party might apply to the ſaid Court for further Directions, **Which** ſaid Iſſue has not been tried; **But** to prevent Charges and Expences, and all further Differences and Diſputes between the Parties claiming the aforeſaid Premiſſes, **It is hereby mutually agreed** by and between all the Parties to theſe Preſents; **And** he the ſaid *P. S.* Party hereto, for himſelf, his Heirs, Executors and Adminiſtrators, and for every of them, doth promiſe and agree to and with the ſaid *C. S. S. R.* and *J. T.* their Heirs, Executors and Aſſigns, by theſe Preſents, in Manner as follows, that is to ſay, That he the ſaid *P. S.* or his Heirs, at his or their own proper Coſts and Charges, ſhall and will ſometime before the End of the next Seſſions of Parliament, or as ſoon after as conveniently can or may be, procure and obtain an Act of Parliament for the eſtabliſhing, corroborating, altering and confirming of the ſaid Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, compriſed in and conveyed by the ſaid ſeveral recited Indentures of Leaſe and Releaſe, dated reſpectively the ſaid 9th and tenth and the 28th and 29th Days of *September* 1724, (except as herein before mentioned) to, for and upon the ſeveral Uſes, Truſts, Intents and Purpoſes, in ſuch Moiety, Parts and Shares, and in Manner as therein and herein before mentioned, limited and expreſſed, of and concerning the ſame reſpectively, (ſubject nevertheleſs in Manner as herein before expreſſed); **And alſo** that he the ſaid *P. S.* Party hereto, or his Heirs, immediately after the obtaining of ſuch Act of Parliament as aforeſaid, ſhall and will pay or cauſe to be paid unto the ſaid *J. T.* his Executors, Adminiſtrators or Aſſigns, in Truſt nevertheleſs for the only Uſe and Benefit of him the ſaid *H. S.* the Infant, his Executors and Adminiſtrators, one full Moiety or Half Part of the clear yearly Rents, Iſſues and Profits of all and ſingular the ſaid Premiſſes, which have been by him or his Agents then had and received thereof, ſince the Death of the ſaid *P. S.* his Father; and alſo that he the ſaid *P. S.* Party hereto, ſhall and will then alſo ſufficiently and properly authoriſe and impower the ſaid *J. T.* his Executors or Adminiſtrators, or ſuch Perſon or Perſons as he or they ſhall appoint, to receive one Moiety of all Arrears of the Rents, Iſſues and Profits of the ſaid Premiſſes, as ſhall be then due and owing from the Tenants of the ſaid Premiſſes, or any of them, in Truſt nevertheleſs for the ſaid *H.* the Infant, his Executors and Adminiſtrators, as aforeſaid: **And further alſo**, that he the ſaid *P. S.* Party hereto, and his Heirs, at his and their proper Coſts and Charges, immediately after the obtaining of ſuch Act of Parliament as aforeſaid, ſhall and will well and ſufficiently convey, aſſure and ſettle, all the Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever, both in Law and Equity, of, in and to all and ſingular the ſaid Manors, Lands, Hereditaments and Premiſſes, except as aforeſaid, free and clear of all Incumbrances whatſoever, done by him or the ſaid *P. S.* his Father, to the Uſe of the ſaid *A. R.* and *J. R.* and their Heirs, and as by their Counſel learned in the Law ſhall in that Behalf be reaſonably adviſed and required, and to, for and upon the ſeveral Uſes, Truſts, Intents and Purpoſes herein after mentioned, limited and expreſſed, of and concerning the ſame, that is to ſay, As to one full Moiety or Half Part of

P. S. the Father's Death; his Will, whereby he deviſed all his Eſtate to his Son *P.* who enters.

H. brings his Bill.

Anſwer.

Illegitimate.

Iſſue joined.

Witneſſes.

Hearing.

Iſſue at Law directed, not tried.

Agreement to ſettle Differences.

To procure an Act of Parliament for ſettling the Premiſſes.

and in all and ſingular the ſaid intended to be conveyed Manors, Lands and Premiſſes, to the Uſe of the ſaid *P. S.* Party hereto, and his Aſſigns, for and during the Term of his natural Life, without impeachment of Waſte; with Remainder to the Truſtees of the ſaid *S. R.* and *J. T.* and their Heirs, during the Life of the ſaid *P. S.* Party hereto, in Truſt to preſerve the contingent Remainders herein after limited, and from and immediately after the Deceaſe of the ſaid *P. S.* Party hereto, then to the Uſe of the ſaid *H. S.* the Infant and his Aſſigns, for and during the Term of his natural Life without impeachment of Waſte; Remainder to the ſame Truſtees and their Heirs during his Life, in Truſt to preſerve contingent Remainders thereof, herein after limited; Remainder to the Heirs Male of the Body of the ſaid *H. S.* the Infant, in Tail Male ſucceſſively; Remainder to the ſaid *P. S.* the Infant and his Aſſigns, for and during the Term of his natural Life, without Impeachment of Waſte; Remainder to the ſame Truſtees and their Heirs, during the Life of the ſaid *P.* the Infant, in Truſt to preſerve the contingent Remainders thereof herein after limited; Remainder to the Heirs Male of the Body of the ſaid *P. S.* the Infant in Tail Male ſucceſſively; and for Default of ſuch Iſſue, ———, and for Default of ſuch Iſſue, then to the Uſe and Behoof of the right Heirs of the ſaid *H. S.* the Infant, for ever: **And** as for and concerning the other full Moiety or Half-Part of and in all and ſingular the ſaid intended to be conveyed Manors, Lands and Premiſſes, to the Uſe of the ſaid *H. S.* the Infant and his Aſſigns, for and during the Term of his natural Life, without Impeachment of Waſte; Remainder to the ſaid *S. R.* and *J. T.* and their Heirs during his Life, in Truſt to preſerve the contingent Remainders thereof, herein after limited; Remainder to the Heirs Male of the Body of the ſaid *H.* the Infant in Tail Male ſucceſſively; Remainder to the ſaid *P. S.* the Infant and his Aſſigns, for and during the Term of his natural Life, without Impeachment of Waſte; Remainder to the ſame Truſtees and their Heirs during the Life of the ſaid *P.* the Infant, in Truſt to preſerve the contingent Remainders thereof, herein after limited; Remainder to the Heirs Male of the Body of the ſaid *P. S.* the Infant, in Tail Male ſucceſſively; and for Default of ſuch Iſſue, ———, and in Default of ſuch Iſſue, then to the Uſe and Behoof the right Heirs of the ſaid *H. S.* the Infant for ever; **And further,** That he the ſaid *P. S.* Party hereto, ſhall deliver upon Oath by a Schedule unto the ſaid *J. T.* immediately after the Execution of theſe Preſents, all and every the Deeds, Evidences and Writings, whether in his Cuſtody or Power, or in the Cuſtody or Power of any other Perſon or Perſons in Truſt for him, touching or relating to all the ſaid Premiſſes or any Part thereof. **And it is hereby further covenanted and agreed** by and between the ſaid Parties to theſe Preſents, and their true Intent and Meaning is, that there ſhall be yearly paid by Half-yearly Payments out of the Rents and Profits of all the ſaid Premiſſes (except the Manſion-houſe at *W.* and the Outhouſes, Yards, Gardens, Orchards and Appurtenances thereunto belonging, after a Deduction of Taxes and other Out-goings and neceſſary Salary and Expences,) one Annuity of 25 *l. per Ann.* to the ſaid *P.* the Infant, during the Term of his natural Life, (nevertheleſs determinable in Caſe he ſhall become intitled to and in Poſſeſſion of the ſaid Premiſſes,) the ſame to be paid to him by equal Half-yearly Payments, *viz.* at *Michaelmas* and *Lady-Day*; the firſt of which Half-yearly Payments to begin and be made on *Michaelmas-Day* next; and alſo one Annuity or yearly Sum of 50 *l.* to the ſaid *A. S.* during the Term of her natural Life by equal Half-yearly Payments on the Days aforeſaid; the firſt of which Half-yearly Payments to begin and be made on *Michaelmas-Day* next, *&c.* **In Witneſs,** &c.

A Schedule of Deeds to be delivered on Oath.

An Annuity to one of the Infants, *&c.*

An Agreement to end Suits, an Ejectment having been brought by a Widow for her Jointure made by her Huſband, by a Settlement in Purſuance of his Father's Will; the Premiſſes after ſold and the Bargainee in Poſſeſſion; an Ejectment brought and Verdict thereon, an Order of Aſſize, Judges divided, a further Debate, Judgment for Plaintiff, Error brought, Judgment affirmed, a Bill in Chancery and Injunction, Anſwer, Injunction diſſolved and the Jointure and Marriage proved; after which the Parties agree as to the Charges and ſettling the Eſtate, &c.

THIS Indenture of ſix Parts made, *&c.* **Between** *D. G.* of, *&c.* (Widow and Relict of *T. G.* late of, *&c.* Gent. deceaſed, who was the only Son and Heir of *T. G.* late of, *&c.* Merchant alſo deceaſed,) and *J. H.* of, *&c.* of the firſt Part, *D. T.* of, *&c.* (Widow and Relict of *J. T.* Clerk, deceaſed,) (the only ſurviving Daughter of the ſaid *T. G.* the Father,) and *J. T.* of, *&c.* eldeſt Son of the ſaid *D. T.* of the ſecond Part, *A. B.* of, *&c.* Gent. of the third Part, *J. L.* of the *Middle-Temple, London,* Gent. of the fourth Part, *E. H.* of, *&c.* Gent. of the fifth Part, and *W. M.* of, *&c.* Eſq; of the ſixth Part; **Whereas,** &c. (*Recital of* T. G. *the Father's Will, whereby he gave unto his Truſtees for ever, all*

Recital of the Father's Will.

all his Lands, &c. *to the Uſe of his Son* T. G. *for Life*, (*ſubject*, &c.) *and after that, to the Uſe of the ſaid Truſtees for his Son* T.'*s Life, upon Truſt to preſerve the contingent Uſes and Eſtates therein after limited, and that they might make Entries and bring Actions as often as Occaſion ſhould require; the Profits of the ſaid Premiſſes to be nevertheleſs to the Uſe of his Son* T. *and his Aſſigns, and after his Deceaſe, to the Uſe of ſuch Woman or Women as ſhould be his Wife for the Term of her and their reſpective natural Life or Lives, as and if he ſhould by Deed appoint and direct*, &c. *for that Purpoſe*, (*ſubject as aforeſaid,*) *and from and after his Deceaſe and the Deceaſe of ſuch his Wife and Wives* (*if any,*) *or for Default of ſuch Limitation to her or them as aforeſaid, then to the Uſe of the Heirs of his Body*, &c. *and for Default of ſuch Iſſue, to the Uſe of all and every his the Teſtator's Daughter and Daughters*, (*equally to be divided between them*) *and the Heirs of their ſeveral Bodies lawfully iſſuing; and for Default of ſuch Iſſue, then to the Uſe of his the Teſtator's Brother* N. G. *and the Heirs Male of his Body, with Remainder to the Teſtator's Heirs for ever; and he did thereby charge his Lands with the Payment of*, &c. *and made his ſaid Son Reſiduary Legatee and Sole Executor.*) **And whereas** by Indenture bearing Date, *&c.* **Between** the ſaid *T. G.* the Son, by the Name of, *&c.* of the one Part, and *R. C.* and *S. B.* of, *&c.* of the other Part, (reciting as therein is recited;) the ſaid *T. G.* the Son, (in Conſideration of a Marriage then ſhortly intended, which was ſoon after had and ſolemniſed,) between him the ſame *T. G.* and *D. H.* (now the ſaid *D. G.* Party hereto,) and in Conſideration of the Sum of 150 *l.* and other valuable Conſiderations which he the ſaid *T. G.* the Son had and was to have and receive as a Marriage Portion with the ſaid *D.* and for her better Preferment and Advancement, and the Heirs of her Body lawfully begotten by the ſame *T. G.* (in Caſe ſhe the ſaid *D.* ſhould ſurvive him) did grant, *&c.* unto the ſaid *R. C.* and *S. B.* **All** the Lands, Right, Title, Term and Terms of Years which the ſaid *T. G.* the Son had and was intitled to by virtue of the laſt Will and Teſtament of *T. G.* his Father deceaſed, or otherwiſe, which Lands are therein mentioned to be commonly known by the Names of, *&c.* as by the Deeds thereunto belonging might more at large appear, and all the Right, *&c. To hold*, &c. for ever; *Upon Truſt*, and to the Intent and Purpoſe, that the ſaid *R. C.* and *S. B.* and the Survivor, *&c.* ſhould permit and ſuffer the ſaid *T. G.* the Son and his Aſſigns, peaceably and quietly to hold, enjoy, receive and take the Rents, Iſſues and Profits of all and ſingular the ſaid granted Premiſſes, for and during the Term of his natural Life, and immediately after his Deceaſe, to and for the Uſe and Behoof of the ſaid *D.* for and during the Term of her natural Life, and immediately after the Deceaſe of the ſaid *D.* to and for the Uſe of the Heirs of her Body lawfully begotten by the ſaid *T. G.* for ever, as by, *&c.* **And whereas** the ſaid *T. G.* the Son, by virtue of his ſaid Father's Will, having entred upon the Lands and Tenements thereby to him deviſed, (ſubject in Manner as aforeſaid) by Indenture of Leaſe and Releaſe, bearing Date, *&c.* in Conſideration of the Sum of 400 *l. &c.* paid to him the ſaid *H. G.* the Son, by *J. C.* of, *&c.* and alſo in Conſideration that the ſaid *J. C.* had agreed to diſcharge the ſeveral Incumbrances therein mentioned to be charged on the ſaid Premiſſes, amounting to, *&c.* he the ſaid *T. G.* the Son, did grant, *&c.* unto and to the Uſe of *W. C.* therein named, his Heirs and Aſſigns, *In Truſt nevertheleſs* for the ſaid *J. C.* his Heirs and Aſſigns, the ſeveral Meſſuages, *&c.* therein particularly mentioned, ſituate, *&c.* to the Intent to make him the ſaid *W. C.* Tenant to a *Præcipe*, in order for ſuffering a Common Recovery of the ſaid Premiſſes, within the Time and in Manner as therein expreſſed; which Recovery of the Premiſſes, when ſuffered, was thereby agreed and declared, ſhould be and enure to the Uſe of the ſaid *J. C.* his Heirs and Aſſigns for ever; in which Indenture of Releaſe the ſaid *T. G.* did thereby covenant to make any further Aſſurance of the ſaid Premiſſes unto the ſaid *J. C.* his Heirs and Aſſigns, in Manner as therein mentioned: **And whereas** the ſaid *J. C.* immediately after the Executing of, and by Virtue of the ſaid recited Indentures of Leaſe and Releaſe, entred upon and enjoyed the ſaid Premiſſes and received the Rents and Profits thereof, but before ſuch Common Recovery could be ſuffered to compleat his Title thereto, the ſaid *J. C.* departed this Life without Iſſue, and without having conveyed away his Title therein, whereby if the ſaid Recovery had been ſuffered, the ſaid Premiſſes on his Death would have come to his Siſter and Heir *C. P.* (Wife of *C. P.*) Mother of *J. M.* (ſince deceaſed,) and Brother of the ſaid *W. M.* Party hereto: **And whereas** by Indenture *Tripartite*, bearing Date, *&c.* **Between** the ſaid *T. G.* the Son, *C. P.* and *C.* his Wife, and *W. C.* of the firſt Part, *A. L.* of the ſecond Part, and *J. C.* Gent. of the third Part, (reciting therein among other Things,) That the ſaid *C. P.* and *C.* his Wife, had agreed to convey all the Right and Intereſt in the Premiſſes ſo conveyed, in Truſt for the ſaid *J. C.* as aforeſaid, unto the ſaid *J. M.* (ſubject to the aforeſaid Charges thereon which then remained unſatisfied) *It is by the ſame Indenture witneſſed*, and for the ſeveral Conſiderations therein mentioned, and by Virtue of a Fine and Recovery therein covenanted to be levied and ſuffered, and which were accordingly levied and ſuffered, the ſaid Hereditaments and Premiſſes *were* by them the ſaid *T. G.* the Son, *C. P.* and *C.* his Wife, and *W. C.* granted and conveyed unto and to the Uſe of the ſaid *J. M.* and his Heirs, in ſuch Manner

Settlement made by *T. G.* the Son on *D.* his Wife, of the Premiſſes for her Jointure.

Conveyance of Premiſſes to Mr. *J. C.*

Mr. *J. C.*'s Death before a Recovery ſuffered.

Death.

Conveyance by Deed, Fine and Recovery to Mr. *J. M.* and his Heirs.

Manner and ſubject as therein is mentioned and expreſſed: **And whereas** the ſaid *J. M.* by Virtue of the ſaid Conveyance ſo made to him as aforeſaid, entred upon and enjoyed the ſaid Premiſſes, and received the Rents and Profits thereof until the Time of his Death, which was on or about the 23d of *March* 1719. and during that Time paid to the ſaid *D. T.* the ſaid Sum of 150 *l.* ſo charged on and payable to her out of the ſaid Premiſſes as aforeſaid, and alſo to the Repreſentatives of *J. C.* (ſhe being then dead,) the other 150 *l.* charged and payable to her as aforeſaid, and alſo to the ſaid Annuities of 20 *l.* and 10 *l. per Ann.* ſo agreed to be paid thereout in Manner as aforeſaid: **And whereas** the ſaid *J. M.* dying without Iſſue and Inteſtate, the ſaid Hereditaments and Premiſſes deſcended and came to the ſaid *W. M.* Party thereto, next Brother and Heir at Law, who thereupon took Poſſeſſion of the ſaid Premiſſes and received the Rents and Profits thereof, without any Diſturbance until ſome Time after the Death of the ſaid *T. G.* the Son, which happened on or about the 23d Day of *September* 1726. **And whereas** the ſaid *D. G.* by Virtue of the above recited Indenture of Settlement of the 16th of *April* in, *&c.* being intitled to a Jointure Eſtate for Life in all the ſaid Premiſſes ſo conveyed to the ſaid *J. M.* as aforeſaid, in or about *Michaelmas* Term in the ſecond Year of the Reign of his preſent Majeſty, cauſed an Ejectment to be delivered in the Name of *H. P.* as Plaintiff againſt the ſaid *W. M.* and one *G. D.* as Defendants and Tenants of the ſaid Premiſſes hereby intended to be releaſed, upon two ſeveral Demiſes of the ſaid *D. G.* and *R. C.* for recovering her ſaid Jointure Eſtate, and the ſaid *W. M.* and *G. D.* as Defendants appearing thereto in *Hilary* Term then following, and having pleaded the General Iſſue thereto, the Cauſe on the 30th of *July* in the 3d Year of the Reign of his ſaid preſent Majeſty was tried at *L.* in *C.* at which Time the original Will of the ſaid *T. G.* the Father, and the ſaid Jointure Settlement ſo made on the ſaid *D.* being produced and fully proved to the Satisfaction of the Court, thereupon a Verdict was given for the Plaintiff in Ejectment, (ſubject to a Rule or Order of Aſſiſe for the Judges Opinion in *Michaelmas* Term then next following,) and in *Hilary* Term then following, the ſaid Order of Aſſiſe was made a Rule of the Court of Common Pleas at *Weſtminſter* in Sir *George Cook*'s Office, the ſaid Cauſe being then and there depending; and upon the Application and Requeſt of the ſaid *D. G.* the ſaid Cauſe was ordered by the ſaid Court in the ſame Rule to be ſet down in the Paper to be argued by Counſel on both Sides; and Caſes being prepared and delivered to the Judges, the Cauſe came on to be argued before the Judges of the ſaid Court in *Eaſter* and *Trinity* Terms then following; but the Judges of the ſaid Court being divided in their Opinions, the ſaid Cauſe was ordered to ſtand over until the next *Michaelmas* Term following, in the fourth Year of his preſent Majeſty's Reign, to be further argued by Counſel on both Sides, when the Queſtion was, whether the ſaid Jointure-Deed made by the ſaid *T. G.* the Son amounted to be an Appointment for a Jointure for her the ſaid *D.* purſuant to the Will of the ſaid *T. G.* the Father; and three of the Judges of the ſaid Court being of Opinion that it was a good Appointment, the Court on the 18th Day of *November* in that ſame *Michaelmas* Term pronounced Judgment for the ſaid Plaintiff, and the ſaid Judgment was ſigned the next Day, and 30 *l.* 16 *s.* 8 *d.* Coſts taxed thereon; and thereupon the ſaid Defendants brought a Writ of Error, returnable in his Majeſty's Court of King's Bench at *Weſtminſter in Octabis Sancti Hilarii* then following; and the Record of the ſaid Judgment, which was entered on a Roll Number 1503. in *Trinity* Term, in the ſecond and third Year of his preſent Majeſty's Reign, was tranſcribed into the ſaid Court of King's Bench, and there entered on a Roll Number 375. in *Hilary* Term, the fourth Year of his preſent Majeſty; and in *Eaſter* Term following the general Errors being aſſigned, the Cauſe was ſet down to be argued; and the ſaid Judgment was affirmed by the ſaid Court of King's Bench, and the ſaid Judgment was ſigned on the 21ſt Day of *May* 1731. and 12 *l.* 10*s.* Coſts taxed thereon. **And whereas** on or about the 21ſt of *April* 1731. the ſaid *W. M.* exhibited his Bill in the High Court of Chancery as Plaintiff againſt the ſaid *D. G. D. T.* and others therein named as Defendants, whereby (after ſetting forth therein amongſt other Things) the herein before recited Will of the ſaid *T. G.* the Father, and the ſaid ſeveral Conveyances made from the ſaid *T. G.* the Son, of the ſaid Hereditaments and Premiſſes to the ſaid *J. W. C.* in Truſt for the ſaid *J. C.* as aforeſaid, and to the ſaid *J. M.* and his Heirs, and alſo the Plaintiff's Title to the Premiſſes, and the ſaid Trial on the ſaid Ejectment, and other Proceedings as to a Judgment obtained, and Writ of Error ſince brought thereon, in the Manner or to the Effect as the ſame are herein before recited) it was, amongſt other Things prayed, that the Defendant *D. G.* might ſet forth her ſaid Jointure Deed, and Date thereof, and when and where the ſame was, and by whom executed, and the Witneſſes Names thereto; and whether ſhe was ever, and when and where, married to the ſaid *T. G.* the Son, and by whom, and where regiſtred; and that the ſaid Defendant *D.* might be injoined from Proceeding at Law againſt the ſaid Plaintiff, and be decreed to deliver up her ſaid Deed of Settlement to be cancelled; and if ſhe ſhould be intitled to the Benefit thereof, that then ſhe might pay the Arrears, and ſecure to Plaintiff the Intereſt of the ſaid 150 *l.* Legacies; and

His Entry.

Without Iſſue Premiſſes deſcended to *W. M.* (Party hereto) who took Poſſeſſion.

Ejectment brought by *D. G.* for her Jointure.

Appearance.

Plea.

Trial.

Verdict.

Order of Aſſiſe.

Rule of Court thereon.

Set down for Argument.

Argument.

Judges divided.

Ordered to ſtand over.

The Queſtion.

Judgment.

Writ of Error brought.

Tranſcript.

Error aſſigned.

Argument.

Judgment affirmed.

W. M.'s Bill in Chancery.

Injunction. Anſwer. Injunction diſſolved. Witneſſes. Settlement and Marriage proved. Conveyance for levying a Fine and ſuffering of a Recovery to Mr. *A. B.* of Premiſſes. To ſeveral Uſes. A Term to the Attorney to levy to proſecute and defend. What is now due to Mr. *B.* Mr. *W. M*'s preſent Title to Premiſſes; ſubject, &c. Preſent Agreements.

and that the ſaid Defendant *D. J.* and the other Defendants, might aſſign their Intereſt in the Premiſſes to the Plaintiff, and that he might be quieted in the Poſſeſſion thereof; ſoon after the filing which Bill the ſaid Plantiff obtained an Injunction to ſtop all Proceedings at Common Law; ſince which the ſaid Defendant *D. G.* and the ſaid other Defendants, having put in their ſeveral Anſwers to the ſaid Bill, by an Order of the ſaid Court dated the 7th of *July* 1731. the ſaid Injunction was diſcharged; and it is hereby ordered, That the ſaid Cauſe ſhould proceed to be heard, and ſeveral Commiſſions having iſſued out of the ſaid Court to examine Witneſſes on both Sides in the ſaid Cauſe, the ſaid Jointure Settlement of the ſaid *D. G.* and her Marriage with the ſaid *T. G.* the Son, have been fully proved; and the ſaid Cauſe is now ſet down in *Trinity* Term laſt for hearing in the ſaid Court; and the ſaid *D. G.* after Diſſolving the ſaid Injunction, obtained Poſſeſſion of the ſaid Premiſſes hereby intended to be releaſed, and ſtill continues in the Poſſeſſion thereof: **And whereas** by Indenture of Leaſe and Releaſe, bearing Date, *&c. Between* the ſaid *D. G.* and *D. T.* of the firſt Part, the ſaid *A. B.* of the ſecond Part, and the ſaid *J. H.* of the third Part, *It is by the ſame Indenture of Releaſe witneſſed*, That for docking, barring and deſtroying of all Eſtates Tail and Remainders thereon depending, of and in a Moiety of the Premiſſes therein and herein after-mentioned, and for ſettling the ſame to the Uſes therein and herein after expreſſed, and for 5 *s.* a-piece to the ſaid *D. G.* and *D T.* paid by the ſaid *A. B.* and by Virtue of a Fine and Recovery therein agreed to be levied and ſuffered by them the ſaid *D. G.* and *D. T.* unto the ſaid *A B.* before the End of *Michaelmas* Term then next, in Manner as therein expreſſed, (which Fine and Recovery were accordingly levied and ſuffered) *All* that one full and undivided Moiety or Half-Part (the Whole in two equal Parts to be divided) of and in, *&c.* and which are therein mentioned to be the ſame Premiſſes which by the ſaid *T. G.* the Father, by his laſt Will and Teſtament, deviſed to the ſaid *T. G.* his Son, with Remainders over, were granted and conveyed to and for the Uſes, Intents and Purpoſes therein and herein after mentioned, (that is to ſay) To the Uſe of the ſaid *A. B.* his Executors and Aſſigns, for and during the Term of 500 Years, determinable as therein and herein after is mentioned; and from and after the Determination of the ſaid Term, to the Uſe of the ſaid *D. G.* and her Aſſigns, for and during her natural Life; and from and after her Deceaſe, to the Uſe of the ſaid *D. T.* her Heirs and Aſſigns for ever: And as the ſaid Term of 500 Years, it is declared by all the Parties thereto, that the ſame was ſo limited to the ſaid *A. B.* his Executors and Aſſigns only, upon Truſt that he and they, by and out of the Rents and Profits of the ſaid Premiſſes, ſhould and might raiſe and levy all ſuch Sums of Money as he or they then had, or thereafter ſhould diſburſe or expend in the proſecuting and defending of the Right and Title of the ſaid *D. G.* and *D. T.* or either of them, in and to the ſaid Premiſſes; and alſo ſufficient to pay and ſatisfy the ſaid *A. B.* for his Trouble and Attendance in ſuch Defence and Proſecution, and for the levying and paſſing the ſaid Fine and Recovery, and other Charges incident thereto; as in and by the ſaid laſt ſeveral in Part recited Indentures of Leaſe and Releaſe, Fines, Exemplifications of Recoveries, Proceedings on the ſaid Ejectment and Bill, Anſwers and Proceedings in Chancery, (Relation being to them reſpectively had) more fully and at large may appear: **And whereas** there is now due and owing from them the ſaid *D. G.* and *D. T.* to the ſaid *A. B.* on Account of his Diſburſements, Expences, trouble and Attendances in the managing proſecuting and defending their Right and Title to the ſaid Premiſſes in the ſeveral Cauſes aforeſaid, and for levying the ſaid Fine and Recovery thereof, and other incident Charges relating to the Matters aforeſaid, in the Whole the Sum of 300 *l.* as by his Bill of the particular Items thereof appears, which is hereby agreed and acknowledged ſo to be by them the ſaid *D. G.* and *D. T.* teſtified by their being Parties to and executing of theſe Preſents: **And whereas** the ſaid *W. M.* (as Heir at Law to his Brother *J. M.* and by Virtue of the ſaid recited Indentures of Leaſe and Releaſe made to the ſaid *W. C.* of the ſaid Premiſſes, in Truſt for the ſaid *J. C.* and of the ſaid ſubſequent Conveyances ſo made to the ſaid *J. M.* and his Heirs in Manner as aforeſaid) is now intitled to the Fee-ſimple and Inheritance of the ſaid Premiſſes, *(ſubject nevertheleſs* to the Jointure-Eſtate for Life of her the ſaid *D. G.* therein as aforeſaid, and alſo to ſuch Eſtate, Right and Intereſt therein, as ſhe the ſaid *D. T.* after the Death of the ſaid *D. G.* may claim therein by Virtue of the ſaid *T. G.* the Father's Will, as being now his only ſurviving Daughter): **And whereas**, to the End and Intent to compromiſe all Diſputes both in Law and Equity now depending between them the ſaid *W. M. D. G.* and *D. T.* touching or concerning the aforeſaid Premiſſes, and to the End and Intent to make a final End and Determination thereof, and to prevent all future Diſputes and Controverſies whatſoever between them touching or concerning the ſame, he the ſaid *W. M.* hath propoſed and agreed to pay to them the ſaid *D. G. J. H. D. T.* and *A. B.* on their executing theſe Preſents, the Sum of 700 *l.* to be paid to them in the ſeveral Proportions and Manner herein after mentioned; *And in Conſideration thereof* they the ſaid *D. G. J. H. D. T.* and *A. B.* have agreed to grant and convey all their reſpective Eſtates, Right, Title and Intereſt, of, in and

to

to all and ſingular the herein before and after mentioned Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, unto and to the Uſe of the ſaid *W. M.* his Heirs and Aſſigns, in ſuch Manner as herein after is for that Purpoſe alſo mentioned and expreſſed: **Now this Indenture witneſſeth**, That in Purſuance and of Part Performance of the ſaid recited Agreements, **It is hereby mutually agreed and declared** by and between them the ſaid *W. M. D. G.* and *D. T.* that the aforeſaid Cauſes, Suits and Controverſies now depending between them at Law and in Equity touching the ſaid Premiſſes, and all other the Proceeding, Matters and Things aforeſaid, ſhall from henceforth abſolutely abate, ceaſe and determine, to all Intents and Purpoſes whatſoever; and that all and every the Parties hereto, who are Plaintiffs and Defendants in the aforeſaid Cauſes, Suits and Controverſies, ſhall bear and pay their reſpective Coſts and Charges therein; and that none of them the ſame Parties ſhall from henceforth require or be paid from each other any Coſts or Charges whatſoever touching or concerning the ſame: **And this Indenture further witneſſeth**, That for and in Conſideration of the ſaid Sum of 630 *l.* of lawful Money of *Great Britain* by him the ſaid *W. M.* at or before the Sealing and Delivery of theſe Preſents, in Hand well and truly paid to them the ſaid *D. G. J. H. D. T. J. T. &c.*

First Conſideration, As to all Proceedings at Law and Equity to determine.

Second Conſideration, As to the Conveyance, *&c.*

An Agreement between a Father and his Inteſtate Son's Widow, (where the Father had entered a Caveat to prevent her Adminiſtration) whereby the Father is to have his Son's Clothes and Money, if the Widow be not brought to Bed in a limited Time.

Articles, &c. Between *E. D.* of, *&c.* of the firſt Part, *M. D.* of, *&c.* (Widow and Relict of her late Huſband *R. D.* late of, *&c.* Victualler, deceaſed) of the ſecond Part, and *J. L.* of, *&c.* of the third Part.

Parties.

Whereas the ſaid *R. D.* lately died inteſtate, poſſeſſed of a conſiderable perſonal Eſtate: **And whereas** ſome Diſputes have aroſe touching the granting Adminiſtration thereof to the ſaid *M. D.* his Wife; and he the ſaid *E. D.* (Father of the ſaid *R. D.* deceaſed) to prevent the ſame being granted to the ſaid *M.* **Hath** cauſed a Caveat to be entered in the Prerogative Court of *Canterbury* againſt her for that Purpoſe: **And whereas** to prevent all future Diſputes, Suits and Controverſies touching the ſame, **It has been and is agreed** between the ſaid *E. D.* and *M. D.* as follows, *viz.* That ſhe the ſaid *M. D.* ſhall now deliver to the ſaid *E. D.* **All** the Wearing Apparel whatſoever of her ſaid late Huſband, and alſo pay to him the ſaid *E. D.* the Sum of 10 *l.* and alſo the further Sum of 40 *l.* in caſe ſhe the ſaid *M.* be not now with Child, and delivered of ſuch Child in ſuch Manner as herein after is for that Purpoſe mentioned: **In Conſideration** whereof he the ſaid *E. D.* hath agreed to withdraw the ſaid Caveat, and to releaſe his Right and Intereſt of, in and to the Eſtate late of him the ſaid *R D.* in ſuch Manner as herein after is mentioned: **And whereas** the ſaid Sum of 40 *l.* hath by the Order of the ſaid *M. B.* been depoſited and paid into the Hands of the ſaid *J. L.* upon the Contingency, and in Truſt to be by him paid in ſuch Manner as herein after is likewiſe mentioned: **And whereas** ſhe the ſaid *M. D.* in Purſuance of her ſaid Agreement, **Hath** before the executing hereof paid to him the ſaid *E. D.* the ſaid Sum of 10 *l.* and alſo delivered to him all the Wearing Apparel of her ſaid late Huſband; **And** he the ſaid *E. D.* in Purſuance of his ſaid Agreement, **Hath** before the Executing hereof withdrawn the ſaid Caveat ſo entered as aforeſaid: **Now theſe Preſents witneſs**, and the ſaid *E. D.* in Purſuance of his ſaid Agreement, and in Conſideration of the ſaid Sum of 10 *l.* ſo to him now paid by the ſaid *M. D.* and alſo that all the ſaid Wearing Apparel late of him the ſaid *R. D.* hath been by her the ſaid *M. D.* delivered to him as aforeſaid, the Receipt of which ſaid 10 *l.* and the Delivery of ſuch Wearing Apparel as aforeſaid, he the ſaid *E. D.* **Doth** hereby acknowledge, and alſo in Conſideration of the ſaid Sum of 40 *l.* ſo depoſited as aforeſaid, to be paid to him upon the Contingency herein after mentioned, he the ſaid *E. D.* **Hath**, and by theſe Preſents **Doth** abſolutely remiſe, releaſe, and for ever quit Claim unto the ſaid *M. D.* her Heirs, Executors and Adminiſtrators, all and all Manner of Action or Actions, Suits, Claims and Demands whatſoever, both in Law and Equity, or otherwiſe howſoever, which he the ſaid *E. D.* now hath, can, ſhall or may have, claim, challenge or demand, againſt her the ſaid *M. D.* her Executors or Adminiſtrators, touching or concerning all or any Part or Parts of the Goods, Chattels, Debts, and all other the perſonal Eſtate whatſoever late of him the ſaid *R. D.* and of and from all other Claims and Demands whatſoever touching the ſame, from the Beginning of the World to the Day of the Date hereof. **And theſe Preſents further witneſs**, and it is hereby mutually covenanted, agreed and declared, by and between all the Parties hereto, for themſelves and for their reſpective Executors and Adminiſtrators, and the true Intent and Meaning of them and of theſe Preſents is, that the ſaid Sum of 40 *l.* ſo depoſited and

R. D. died Inteſtate.

Diſputes about Adminiſtration. Caveat. Agreement to end Diſputes.

The Inteſtate's Father to have his Clothes and Money, if the Widow be not with Child.

paid into the Hands of the ſaid *J. L.* as aforeſaid, was and is ſo depoſited upon the Truſts, and to be by him paid in Manner as follows, *viz.* In caſe it ſhall appear, or that ſhe the ſaid *M. D.* at any Time before the Day of —— now next ſhall declare to him the ſaid *J. L.* (ſuch Declaration to be in Writing under her Hand) that ſhe the ſame *M.* is not quick or with Child, or if and in caſe ſhe the ſaid *M.* be now with Child, and ſuch Child ſhall not be born alive and chriſtened before the —— Day of —— now next enſuing, that then in either of the Caſes aforeſaid, he the ſaid *J. L.* his Executors or Adminiſtrators, ſhall then forthwith pay the ſaid Sum of 40 *l.* to the ſaid *E. D.* his Executors, Adminiſtrators or Aſſigns; and upon this further Truſt, that if and in caſe ſhe the ſaid *M. D.* be now with Child, and ſuch Child ſhall be born alive of her Body and chriſtened before the ſaid —— Day of —— now next, then and in ſuch Caſe he the ſaid *J. L.* his Executors or Adminiſtrators, immediately after ſuch Child ſo born and chriſtened, ſhall pay to the ſaid *M. D.* her Executors or Adminiſtrators, the ſaid Sum of 40 *l.* **Provided nevertheleſs**, and ſo as ſuch Child be born and chriſtened in the Preſence of *M. L.* (Wife of the ſaid *J. L.*) *M. R.* (Wife of *R. R.* of *C.* Gent.) and *M. R.* (Wife of *J. R.*) ſome or one of them, in caſe then living, and to and for no other Truſt, Uſe, Intent or Purpoſe whatſoever. **And laſtly**, it is hereby further agreed and declared by and between the ſaid Parties, **And** they the ſaid *E. D.* and *M. D.* **Do**, and each of them **Doth** hereby reſpectively direct and appoint the ſaid *J. L.* his Executors and Adminiſtrators, to pay the ſaid Sum of 40 *l.* purſuant and according to the reſpective Truſts as aforeſaid touching the ſame; and that the Receipt of him or her the ſaid *E. D.* or *M. D.* ſo intitled to receive the ſame by virtue of the Truſt aforeſaid, ſhall be a good and ſufficient Diſcharge in Law to him the ſaid *J. L.* his Executors and Adminiſtrators for the ſame; and that then this preſent Writing ſhall be delivered up to the ſaid *M. D.* **In Witneſs**, &c.

Articles of Agreement to end Differences about watering of Meadows and keeping of Flood Hatches, &c.

Articles, &c. **Between** *A. B.* of, *&c.* of the one Part, and *C. D.* of, *&c.* of the other Part.

Whereas there have lately ariſen between the ſaid Parties divers Controverſies and Diſputes concerning the Uſe and Enjoyment of the Water running in a certain Brook or Rivulet, commonly called, *&c.* for the overflowing, watering and improving of a certain Plot of Meadow Ground belonging to the ſaid *C. D.* commonly called or known by the Name of, *&c.* in, *&c.* containing, *&c.* and likewiſe concerning the repairing and amending of the Hatches, commonly called or known by the Names of *C.* and *E.* ſet up by the ſaid *C. D.* and *A. B.* between the ſaid Meadow, called, *&c.* and a Parcel of Meadow belonging to the ſaid *A. B.* **Now** for the putting a final End and amicable Concluſion to all the Controverſies and Differences aforeſaid, and for the aſſerting and aſſuring the ſeveral Rights of either of them the ſaid Parties in the future Uſe and Enjoyment of the ſaid Water, to their mutual Benefit and Advantage, **It is hereby fully agreed** and concluded by and between the ſaid Parties to theſe Preſents, and they the ſaid *A. B.* and *C. D.* do for themſelves reſpectively, and not the one for the other, and for their ſeveral reſpective Heirs, *&c.* covenant, *&c.* to and with each other and their reſpective Heirs, *&c.* by theſe Preſents, in Manner and Form following, that is to ſay, That for and during ſo long Time as he the ſaid *C. D.* ſhall think fit and keep the ſaid Hatches called *C.* for the watering of the ſaid Meadow called, *&c.* he the ſaid *C. D.* his, *&c.* ſhall and will from Time to Time, and at all Times, when and as often as Need ſhall require, at his and their own proper Coſts and Charges, well and ſufficiently repair, amend and maintain the ſaid Hatches called *C.* in ſuch Manner as the ſame may be uſeful, as well to and for the watering, overflowing and improving of the ſaid Meadow belonging to the ſaid *A. B.* called, *&c.* as of the ſaid Meadow called, *&c.* belonging to the ſaid *C. D.* **And** that during all ſuch Time as the ſaid Hatches called *E.* ſhall continue to the Uſe aforeſaid, he the ſaid *A. B.* his, *&c.* ſhall and will from Time to Time, and at all Times, when and as often as Need ſhall require, at his and their own proper Coſts and Charges, well and ſufficiently repair, amend and maintain the ſaid Hatches called *E.* whereby the ſame may be likewiſe uſeful for watering the ſaid Meadow called, *&c.* belonging to the ſaid *C. D.* **And** that they the ſaid *A. B.* and *C. D.* their, *&c.* ſhall and may from henceforth, and at all Times whilſt the ſaid Hatches ſhall remain and continue as aforeſaid, peaceably and quietly uſe, have, take and enjoy the ſaid Hatches, for the watering, overflowing and improving their ſaid reſpective Meadows alternatively, for and by the Space of one Week for each and every three Acres in the ſaid Meadow contained, that is to ſay, The ſaid *C. D.* ſhall and may uſe, have, take and enjoy the ſame three Weeks, for and in reſpect of the nine Acres contained in his ſaid Meadow; **And** the

ſaid *A. B.* ſhall and may take, uſe and enjoy the ſame two Weeks, for and in reſpect of the ſix Acres in his ſaid Meadow contained; and that as often in every Year, and in Turn as aforeſaid, as Occaſion ſhall require, without any Let, Hindrance, Moleſtation or Interruption of either of them, their or either of their Heirs, *&c.* **And alſo** that ſuch of them the ſaid Parties, their, *&c.* who ſhall firſt cut and mow his or their reſpective Meadow in the Beginning of each and every Seaſon, ſhall have the Preference and Liberty firſt to make Uſe of and enjoy the ſaid Water and Hatches during the Time hereby allotted and appointed as aforeſaid, and afterwards the other alternately in Manner aforeſaid. **And** for the true Performance, *&c.* **In Witneſs**, &c.

Sixteenthly, For laying in Water.

An Agreement to lay in Water in a Country Town, and to pay for the ſame.

THIS Indenture, made the, *&c.* **Between** *R. P.* of, *&c.* and *W. P.* of, *&c.* of the one Part, and —— of *H.* aforeſaid, of the other Part, **witneſſeth**, That they the ſaid *R.* and *W. P.* for and in Conſideration of the Covenants and Conditions hereafter in theſe Preſents expreſſed, **Have** granted and agreed, and by theſe Preſents do grant and agree to and with the ſaid ——, That they the ſaid *R.* and *W. P.* ſhall and will furniſh the ſaid —— with Water from out of the River called *H.* River, lying in *H.* aforeſaid, for his own private Uſe, to be uſed by him and his Family only about their neceſſary Occaſions, in the now Dwelling-Houſe of the ſaid ——, ſituate in *H.* aforeſaid, and to be conveyed into the ſaid Dwelling-Houſe by a Pipe and a Cock thereto belonging, to be laid therein by the ſaid *R.* and *W. P.* for that Purpoſe from the main Pipe that lieth in *H.* aforeſaid, to convey the Water from out of the ſaid River called *H.* River, into the Town of *H.* aforeſaid, in order to ſerve the Inhabitants thereof (or ſo many of them as ſhall think proper to agree for the ſame) with Water for the Term of —— Years, to commence from the Day of the Date of theſe Preſents, fully to be complete and ended; He the ſaid —— yielding and paying therefore yearly during the ſaid Term, unto the ſaid *R.* and *W. P.* their Executors, Adminiſtrators or Aſſigns, at the Houſe of the ſaid *W. P.* ſituate in *H.* aforeſaid, the Sum of ——, of, *&c.* by four equal Quarterly Payments, (*to wit*) at the, *&c.* without Abatement or Deduction for any Tax or Rate whatſoever impoſed or to be impoſed; the firſt Payment to begin, and to be made at the, *&c.* next coming after the Date hereof; which yearly Rent the ſaid —— doth for himſelf, his Executors and Adminiſtrators, covenant, promiſe and grant by theſe Preſents, to and with the ſaid *R.* and *W. P.* and their Executors, Adminiſtrators and Aſſigns, well and truly to pay by even and equal Portions unto the ſaid *R.* and *W. P.* and their Executors, Adminiſtrators and Aſſigns, at the Days aforeſaid appointed for Payment thereof in every Year, during the Continuance of this Agreement, at the Dwelling-Houſe of the ſaid *W. P.* ſituate as aforeſaid. **And** the ſaid *R.* and *W. P.* for themſelves, their Executors, Adminiſtrators and Aſſigns, do covenant and grant by theſe Preſents, to and with the ſaid ——, That they the ſaid *R.* and *W. P.* ſhall and will furniſh the ſaid —— with Water as aforeſaid; and alſo ſhall and will at their own proper Coſts, Charges and Expences, lay a Pipe and Cock into the Dwelling-Houſe of the ſaid —— for the conveying of the ſaid Water as and in Manner aforeſaid; and ſhall and will at their like Coſts and Charges keep the ſame in Repair. **Provided always**, and the ſaid —— doth covenant, promiſe and grant to and with the ſaid *R.* and *W. P.* and their Executors, Adminiſtrators and Aſſigns, by theſe Preſents, That the ſaid *R.* and *W. P.* and their Executors, Adminiſtrators or Aſſigns, Company and Workmen, or their Officer or Servants for that Purpoſe appointed, or to be appointed, ſhall or may peaceably and quietly come into the ſaid Houſe and Premiſſes thereto belonging of the ſaid —— in the Day-time, as often as ſhall be convenient, to lay in the ſaid Pipe and Cock for conveying the ſaid Water, and to view the ſaid Pipe and Cock, and to repair the ſame when wanting, or any other Pipe or Branch that ſhall be derived into any other Houſe from the ſaid —— and to ſee the ſaid Water ſhall not be given, ſold, taken away, or run to waſte; and to take up the ſaid Pipe and Cock at the End of the ſaid Term, and to carry the ſame away to their own Pipe and Cock. **Provided always**, That if the ſaid yearly Rent ſhall be behind or unpaid in Part or in all, by the Space of ſeven Days next after any of the ſaid Days on which the ſame ought to be paid as aforeſaid, contrary to the Tenor and true Meaning of theſe Preſents, the ſame being demanded at the Houſe of the ſaid —— by the ſaid *R.* and *W. P.* and their Executors, Adminiſtrators or Aſſigns, or their Servants, Attorney or Officer for that Purpoſe appointed; or if the ſaid Water ſhall run to waſte at any Time, the ſaid —— ſhall for every Day after ſuch Default of Payment of the ſaid Rent, and for every ſuch Waſte, upon Requeſt or Demand, pay, or cauſe to be paid to the ſaid *R.* and *W. P.* and their Executors, Adminiſtrators or Aſſigns,

Aſſigns, or to their Officer demanding the ſame, the Sum of 2 *s.* 6 *d. Nomine pœnæ:* Or if any Part or Quantity of the ſaid Water iſſuing by or through the ſaid Pipe, ſhall happen to be conveyed, given, ſold or converted to any Place or Places, Perſon or Perſons, Uſe or Uſes whatſoever, other than for the neceſſary Uſe and Service of the ſaid ——, and Family inhabiting in his ſaid Houſe; or if any other Watercourſe ſhall be drawn or derived out of the ſaid Pipe or Cock by the ſaid ——, or by any other Perſon or Perſons by his Conſent, Privity or Procurement, contrary to the true Tenor and Meaning of theſe Preſents; or if that the ſaid —— his Executors or Adminiſtrators, ſhall not pay and ſatisfy to the ſaid *R.* and *W. P.* their Executors, Adminiſtrators or Aſſigus, the ſaid Sum of 2 *s.* 6 *d.* upon Demand, when, and as often as the ſame ſhall become due, that then it ſhall and may be lawful to and for the ſaid *R.* and *W. P.* and their Executors, Adminiſtrators or Aſſigns, or their Officer, Servants or Workmen for that Purpoſe by them appointed, to take up the ſaid Pipe and Cock, and ſever it from the main Pipe at their Will and Pleaſure, and to carry the ſame away without any Manner of Let, Trouble or Denial, Claim or Demand of the ſaid ——; and that then, and from the Time of taking up the ſaid Pipe and Cock, this preſent Grant and Agreement, and every Covenant, Article and Agreement, tending to the Advantage or Benefit of the ſaid —— ſhall be utterly void and fruſtrate to all Intents and Purpoſes; any Thing in theſe Preſents contained to the contrary thereof in any wiſe notwithſtanding. **In Witneſs** whereof the Parties above named to theſe preſent Indentures their Hands and Seals interchangeably have ſet, the Day and Year firſt above written.

For more Agreements ſee the Titles **Compoſitions, Copartnerſhip,** and **Settlements before Marriage.**

Articles of Agreement for providing a Subſcription Plate to be run for.

We whoſe Names are hereunto ſubſcribed, in order to encourage a friendly Meeting of Gentlemen in the Town of *W.* in the County of *B.* and alſo a Breed of good and able Horſes, have ſeverally promiſed and agreed, and by theſe Preſents do this —— Day of —— in the Year of our Lord —— ſeverally covenant, promiſe and agree to and with each other, in Manner and Form following, that is to ſay;

1. IT is agreed, that on or before the —— Day of —— next, a Plate ſhall be provided by *A. B.* Eſq; as Steward, or his Deputy, according to the Subſcriptions hereunder written, to be run for on the Courſe on —— Downs near *W.* aforeſaid, by any Horſe, Mare or Gelding whatſoever, that ſhall be duly entered for that Purpoſe (except ſuch Horſe, Mare or Gelding as have won above the Value of —— *l.* in Plate or Money at any one Time); and that every ſuch Horſe, Mare or Gelding, that ſhall run for the ſaid Plate, ſhall be obliged to carry 10 Stone Weight at 14 Pounds to the Stone.

2. It is agreed, that the ſaid Plate ſhall be won by running the beſt of three Heats on the ſaid Courſe (each Heat being four Miles or thereabouts as the Courſe is now ſet out); and that half an Hour ſhall be allowed to rub and refreſh ſuch Horſes, Mares or Geldings between each Heat.

3. It is agreed, that if any Horſe, Mare or Gelding, that ſhall run for the ſaid Plate, ſhall run on the wrong Side of any Poſt or Flag, ſuch Horſe, Mare or Gelding, ſhall immediately return to the ſame Poſt or Flag which he ſo left on the wrong Side, and run as he ought to do, or ſhall loſe the Benefit of the ſaid Plate.

4. It is agreed, that if any Horſe, Mare or Gelding, ſhall be diſtanced in any one of the ſaid three Heats, that ſuch Horſe, Mare or Gelding, ſo diſtanced, ſhall not run any more, nor the Owner thereof have any Benefit of the ſaid Plate: And if any Horſe, Mare or Gelding, ſhall happen to diſtance all the reſt, that then the Owner of ſuch Horſe, Mare or Gelding, ſhall have the ſaid Plate without any more Riding: And if any Horſe, Mare or Gelding, ſhall win two Heats, and ſhall not be diſtanced the third Heat, that then the Owner of ſuch Horſe, Mare or Gelding, ſhall have the ſaid Plate.

5. It is agreed, that if three ſeveral Horſes, Mares or Geldings, ſhall in running for the ſaid Plate win each of them a Heat, that ſuch three Horſes, Mares or Geldings only, and none other, ſhall run the fourth Heat, and that ſuch Horſe, Mare or Gelding, that wins the fourth Heat, ſhall be deemed the winning Horſe, and the Owner thereof ſhall win the Plate.

6. It is agreed, that it ſhall be lawful for the Owner of any Horſe, Mare or Gelding, that ſhall run for the ſaid Heat, to chuſe a Tryer (ſuch Tryer not betting on any Side) to judge which Horſe, Mare or Gelding, comes firſt to the Diſtance and Ending Poſts, provided he gives the Name of ſuch Tryer to the Steward or his Deputy before the firſt Time of ſtarting.

7. It is agreed, that every Perſon that ſhall ride for the ſaid Plate ſhall, at his alighting at the End of every Heat, be obliged to weigh himſelf; and if thereupon he wants above one Pound

Pound of ten Stone Weight, or refuſes to weigh, ſuch Perſon, or the Owner of ſuch Horſe, Mare or Gelding, ſhall loſe the Benefit of the ſaid Plate.

8. It is agreed, that all the Horſes, Mares or Geldings, that run for the ſaid Plate, ſhall be obliged to ſtart between the Hours of two and four of the Clock in the Afternoon; and that ſuch Horſe, Mare or Gelding, that is not ready to ſtart by that Time, the Owner thereof ſhall loſe his Benefit and Share in the ſaid Plate; and the reſt of the Horſes Mares or Geldings, may ſtart without him; and that Notice of ſtarting every Time ſhall be given by Drum, Horn or Trumpet, by the Appointment of the Steward or his Deputy.

9. It is agreed, that no Perſon ſhall run any Horſe, Mare or Gelding, for the ſaid Plate, that has not actually and *bona fide* been his own for two Months next before the Time of running; and that no Horſe, Mare or Gelding, ſhall run for the ſaid Plate, whoſe Size, Colour, Mark and Name (if any) together with the Name of the Owner, ſhall not be entered with the Steward or his Deputy in a Book or Paper which ſhall be by him kept for that Purpoſe; ſuch Entry to be made at the Requeſt of the Owner or his Deputy on the ——— Day of —— next, between the Hours of eight of the Clock in the Forenoon and ſix of the Clock in the Evening, at the *Bear* Inn in *W.* aforeſaid, in the ſaid County of *B.* At which Time and Place every Horſe, Mare or Gelding, that is intended to run for the ſaid Plate, ſhall be ſhewn, or otherwiſe excluded from all Benefit thereof; and it is agreed, that every ſuch Horſe, Mare or Gelding, ſhall be kept in the Town of *W.* aforeſaid (at the Houſe of ſuch Perſon, keeping an Inn or Publick Houſe, as ſhall contribute towards a Galloway Plate), from the Day of Entry to the Day of Running.

10. It is agreed, that for the Entry of every Horſe, Mare or Gelding, ſhall be paid to the Steward or his Deputy one Guinea if a Subſcriber, and two Guineas if no Subſcriber, (ſuch Monies nevertheleſs to go towards the ſaid Plate, and alſo five Shillings to the Clerk for entering.

11. It is agreed, that the Steward or his Deputy ſhall, before the ſaid —— Day of —— next, put the Courſe and Poſts in proper and good Repair, and may deduct the Charge thereof out of ſuch Monies as he ſhall receive towards providing the ſaid Plate, together with the Charge of giving Notice thereof in the News Papers, and all other Charges relating to the ſame, as well for theſe Articles as otherwiſe.

12. It is agreed, that if any Difference ſhall happen to ariſe about the true Meaning of theſe Articles, the ſame ſhall be determined by the Majority of the Subſcribers then preſent, whoſe Determination either in Writing or otherwiſe ſhall be final and concluſive.

Appointments.

Firſt, Concerning the Conveying Freehold and Copyhold Lands, and ſelling Stocks.

*From a Wife to her Truſtee, purſuant to a Power reſerved in a Settlement, to pay Rents and to * convey Freehold, and ſurrender Copyhold Lands, to the Uſe of a Purchaſer.*

*See the Conveyance, Tit. Leaſe and Releaſe.

TO all, &c. *B.* the Wife of *A.* of——ſends Greeting. **Whereas** by Indenture, *&c. (Recital of Deed of Limitation to* C. *in Truſt for* E. *for Life, then to pay the ſaid* B. *Daughter of the ſaid* E. *(excluſive of her Huſband) all the Rents,* &c. *during her Life, or to her Appointment,* &c. *and for want thereof to her Heirs.)* **Now know ye,** That I the ſaid *B.* in Purſuance of, and according to the Direction and Appointment of the ſaid Limitation of Truſt, **Do** by theſe Preſents ſigned and ſealed by me in the Preſence of three credible Witneſſes, whoſe Names are indorſed as Witneſſes on the Back of theſe Preſents, authorize, direct and appoint the ſaid *C.* his Heirs and Aſſigns, to pay, or cauſe to be paid, unto *D.* of ——, his Heirs or Aſſigns, **All** the Rents, Iſſues and Profits of the ſaid Meſſuage, *&c.* during my Life, and after my Deceaſe, in Truſt for the ſaid *D.* his Heirs and Aſſigns, in Purſuance of the before mentioned Limitations of Truſts; **And whereas** Part of the above mentioned Meſſuage, *&c.* are Freehold, and Part of them are Copyhold of Inheritance held of the Q. Manor of ——: **Now** for the better Aſſuring, Settling and Conveying of the ſaid Premiſſes to the ſaid *D.* his Heirs and Aſſigns, to the Uſe of the ſaid *D.* his Heirs and Aſſigns, I the ſaid *B.* **Do** hereby further authoriſe, direct and appoint the ſaid *C.* his Heirs and Aſſigns (according

(according to the Power veſted in me by the ſaid Indenture of the —— Day, &c.) to execute ſuch Conveyance of the Freehold Part of the ſaid Meſſuage, &c. to the ſaid *D.* his Heirs and Aſſigns, to the Uſe of the ſaid *D.* his Heirs and Aſſigns, and to ſurrender into the Hands of the Lord of the Manor ſuch Part of the ſaid Premiſſes as are Copyhold, to the Uſe of the ſaid *D.* his Heirs or Aſſigns, as the Counſel of the ſaid *D.* his Heirs or Aſſigns, learned in the Law, ſhall reaſonably adviſe or require.

Of a Moiety of an Eſtate limited for the Uſe of younger Children, who being deſirous to ſell the ſame, and the Title Deeds being refuſed to be produced, an Attorney is impowered to file a Bill in Chancery, &c.

THIS Indenture Quadripartite, &c. **Between** *W. R.* the elder, of, &c. and *A.* his Wife, *W. R.* the younger, (eldeſt Son and Heir apparent of the ſaid *W. R.* the elder and *A.* his Wife,) and *T. G.* of, &c. (Son and Heir of *T. G.* late of, &c. deceaſed, which ſaid *T. G.* deceaſed was the ſurviving Truſtee named and appointed in and by the Indenture of Settlement herein after recited) of the firſt Part, *J. R. K. R.* and *R. R.* (Sons of the ſaid *W. R.* the elder and of *A.* his Wife) *G. E.* of, &c. and *M.* his Wife, and *W. W.* of, &c. and *A.* his Wife, (which ſaid *M. E.* and *A. W.* are the two Daughters of the ſaid *W. R.* the elder and *A* his Wife) of the ſecond Part, *B. C.* of, &c. (one of the Creditors of the ſaid *W. R.* the elder and *W. R.* the younger) of the third Part, and *J. P.* of, &c. *T. C.* of, &c. and *A. B.* of, &c. of the fourth Part: **Whereas** by Indenture bearing Date, &c. and made, &c. **Between** the ſaid *W. R.* the elder and *A.* his Wife, of the one Part, and *J. G.* late of, &c. (ſince deceaſed) and the ſaid *T. G.* the Father, deceaſed, of the other Part, (*Reciting* as therein is recited;) and in Purſuance of an Agreement therein mentioned, and for making a ſeparate Proviſion for the ſaid *A.* (the Wife of the ſaid *W. R.* the elder) and her Iſſue, and for preſerving them from Want, according to the ſaid Agreement, and for other Conſiderations therein mentioned, *They* the ſaid *W. R.* the elder and *A.* his Wife, (by and with the Conſent of the ſaid *T. G.* and *T. G.* the Father, teſtified as therein mentioned,) *Did* direct and appoint that —— *All* that Meſſuage, &c. —— (*the Parcels ſhort*) ſhould from thenceforth go and be *To and for the ſeveral Uſes*, and ſubject to the Limitations and Agreements therein and herein after in Part mentioned, limited, expreſſed and declared, of and concerning the ſame, (*viz.*) *To the Uſe* of the ſaid *T. G.* and *T. G.* (Parties thereto) and their Heirs, for the Life of the ſaid *A. R.* upon the Truſts therein and herein after mentioned, *With* Remainder to the ſaid *T. G.* and *T. G.* and their Heirs, during the Life of the ſaid *W. R.* the elder, *Upon* the ſubſequent Truſts therein mentioned; *And* as for and concerning one Moiety of all the ſaid Premiſſes, from and after the Deceaſe of the ſaid *W. R.* the elder and *A.* his Wife, *To the Uſe of* the firſt Son of the ſaid *A.* by the ſaid *W. R.* the elder in Tail General; *Remainder* to the ſecond, third, fourth, and every other Son or Sons of the ſaid *A.* by the ſaid *W. R.* the elder ſucceſſively, in Tail General; *Remainder* to all the the Daughters of the ſaid *A.* by the ſaid *W. R.* the elder, as Tenants in Common; *And* as for and concerning the other Moiety of the ſaid Premiſſes, from and after the Deceaſe of the ſaid *A.* and *W. R.* her Huſband, and of the Survivor of them, *To the Uſe* of ſuch Child and Children of the ſaid *A.* by the ſaid *W. R.* the elder, for ſuch Eſtate and in ſuch Manner and Form as the ſaid *W. R.* and *A.* his Wife during their joint Lives ſhould, by any Deed or Writing, to be by them ſealed and ſubſcribed in the Preſence of three or more Witneſſes, limit or appoint; *And in Default of ſuch Appointment*, or upon the End or Determination of ſuch Uſes and Eſtates, *Then to the Uſe* of the Daughter or Daughters, Son and Sons of the ſaid *W. R.* the elder and *A.* his Wife, (except the Heir at Law of the ſaid *A.* by the ſaid *W. R.* her Huſband) in Tail General, *With Remainder* to the ſaid *W. R.* the elder and his Heirs; *And it is by the ſaid Indenture declared*, That the Eſtate limited to the ſaid *T. G.* and *T. G.* and their Heirs, during the Life of the ſaid *A.* was to be upon Truſt that the Truſtees in a huſband-like Manner ſhould cut and ſell the Wood and Timber on the Premiſſes, and take and Receive the Rents of the ſaid Premiſſes, and pay them to the ſaid *A.* for her ſeparate Uſe, without any Account or Controul from her Huſband touching the ſame; *And it is by the ſaid Indenture further declared*, That the Eſtate thereby limited to the ſaid Truſtees and their Heirs, during the Life of the ſaid *W. R.* the elder, was to be *Upon Truſt*, That they the ſaid Truſtees and their Heirs, from the Death of the ſaid *A.* ſhould permit the ſaid *W. R.* the elder to receive the Rents of the ſaid Premiſſes, for the Maintenance of himſelf and his Children by the ſaid *A.* in ſuch Manner as they the ſaid Truſtees ſhould think fit; and in Caſe of his Neglect, then the ſaid Truſtees were to have Power to retain and apply, for ſuch Purpoſe, any Sum not exceeding 15 *l. per Ann.* as by, &c. **And whereas** the ſaid *J. J.* and *R. R.* and *M. E.* and *A. W.* are all the younger Children of the ſaid *W. R.* the elder and *A.* his Wife, which are now living, and

B. C. purchaſes.

A. B. Solicitor.

Recitals, of a Settlement for the Maintenance of Wife and Children;

Uſes therein as to one Moiety.

The like as to the other Moiety, for younger Children, by Deed, &c. jointly appoint.

Declaration, to cut and ſell Wood and receive Rents.

As to other younger Children being of Age.

and they have all attained their ſeveral Ages of 21 Years; **And whereas** the ſaid *W. R.* the elder and *A.* his Wife have not made any Appointment of or concerning the aforeſaid Moiety of the ſaid Premiſſes by the ſaid recited Indenture, ſo limited, or intended to be limited unto or for the Benefit of their younger Children as aforeſaid; **And whereas** in and by certain Articles of Agreement indented, bearing Date, *&c.* and made, *&c.* between the ſaid *W. R.* the Elder, and *A.* his Wife, the ſaid *W. R.* the Younger, *J. R. K. R. R. R. G. E.* and *M.* his Wife, and *W. W.* and *M.* his Wife, of the one Part, and the ſaid *J. P.* of the other Part, *They* the ſaid *W. R.* the Elder, *W. R.* the Younger, *J. R. K. R. R. R. G. E.* and *W. W.* (in Conſideration of 2*l.* 2*s.* of, *&c.* to them then paid, and of the further Sum of 1267*l.* 18*s.* as in the ſaid recited Articles and Agreements herein after is mentioned,) *Did* for themſelves, and for their reſpective Heirs ſeverally covenant with the ſaid *J. P.* and his Heirs, that they the ſaid *W. R.* the Elder and *A.* his Wife, *W. R.* the Younger, *J. R. K. R. R. R. G. E.* and *M.* his Wife, and *W. W.* and *A.* his Wife, ſhould and would on or before, *&c.* abſolutely convey and aſſure, by ſuch Conveyances, Fines or other Aſſurances, as the ſaid *J. P.* or his Counſel ſhould adviſe, free from all Incumbrances whatſoever, *All* that, *&c.* which in and by the ſaid firſt recited Indenture were limited and ſettled to the ſeveral Uſes herein before mentioned, *Unto* the ſaid *J. P.* and his Heirs, or to ſuch other Perſon or Perſons, and his or their Heirs, as the ſaid *J. P.* ſhould nominate and appoint; (*Subject neverthelefs*, and it is by the ſaid recited Articles agreed between all the Parties thereto, That the ſaid *W. R.* the elder and *A.* his Wife, ſhould hold and enjoy the ſaid Meſſuage, *&c.* for and during the natural Lives of the ſaid *W. R.* the elder and *A.* his Wife, and the Life of the longer Liver of them, at the yearly Rent of a Pepper-Corn:) *In Conſideration* whereof, The ſaid *J. P.* did, for himſelf and his Heirs, covenant with the ſaid *W. R.* the elder and *A.* his Wife, and all other the Bargainors therein named, *That* he the ſaid *J. P.* or his Heirs, would pay to the ſaid Bargainors the ſaid Sum of 1267*l.* 18*s.* in Manner as follows, (*viz.*) The Sum of 667*l.* 18*s.* Part thereof, at the Time when they ſhould ſo convey the ſaid Premiſſes to the ſaid *J. P.* and his Heirs, or to ſuch other Perſon as he or they ſhall appoint; and the remaining 600*l.* was agreed ſhould be left in the Hands of the ſaid *J. P.* and his Heirs, and that the whole Premiſſes ſhould be a Security for Payment of the Intereſt, after the Rate of 4*l. per Cent. per Ann.* to the ſaid *W. R.* the elder and *A.* his Wife, during their Lives and the Life of the longer Liver of them; and from and after both their Deceaſes, then 300*l.* Part thereof, ſhould be paid to the ſaid *W. R.* the younger, his Executors, *&c.* and the other 300*l.* Reſidue thereof, ſhould be paid to the ſaid *J. R. K. R. R. R. E.* and *A. W.* or to their ſeveral Executors, Adminiſtrators or Aſſigns, equally Share and Share alike, as in and by, *&c.* Reference, *&c.* **And whereas** the Name of the ſaid *J. P.* uſed in the ſaid Articles was ſo uſed at the Nomination of, and *in Truſt* for the Benefit of the ſaid *T. C.* which is by him the ſaid *J. P.* ſo acknowledged to be teſtified by his being a Party to and executing hereof: **And whereas** ſince the Executing the ſaid Articles it has been diſcovered that the ſaid *W. R.* the Elder, and *W. R.* the Younger, have both been confined in *A.* Gaol for ſeveral Debts on Judgment, and otherwiſe, and that they were both diſcharged out of Cuſtody by Virtue of two ſeveral Orders of the Court of Seſſions held for the County of *B.* in Purſuance of a certain Act of Parliament paſſed in the Year 1729, for Relief of Inſolvent Debtors, and that at or in a ſhort Time after ſuch their Diſcharge, the Clerk of the Peace for the ſaid County had executed an Aſſignment of all the Eſtate and Effects of him the ſaid *W. R.* the Younger (mentioned in a Schedule to the ſaid Aſſignment annexed) unto the ſaid *B. C.* and alſo to *O. P.* in the ſaid recited Aſſignment named, but ſince deceaſed, two of the Creditors of him the ſaid *W. R.* the Younger, for and towards Payment to them and the other Creditors therein mentioned, of their reſpective Debts therein ſpecified: (*See after the End of this Deed what Alterations were intended to be made here.*) **And whereas** it hath been ſince alſo diſcovered, that ſometime before the Year 1729, the ſaid *W. R.* the Elder and *W. R.* the Younger, borrowed of *R. S.* the Sum of 100*l.* and for ſecuring the Payment thereof with Intereſt, they confeſſed a Judgment to him, which is preſumed to be entered up on Record, and for the better ſecuring Payment of the ſaid 100*l.* and Intereſt they the ſaid *W. R.* the Elder and *W. R.* the Younger, or one of them depoſited in the Hands of the ſaid *R. S. All* the Title Deeds relating to the ſaid Premiſſes, and they have ſince, upon the Credit of ſuch Depoſit, had from the ſaid *R. S.* ſeveral further Sums, amounting to 200*l.* more, or thereabouts: **And whereas** the ſaid Sum of 100*l.* ſo ſecured by the ſaid Judgment is ſuppoſed to be charged upon, and that the ſame will after the Deceaſe of the ſaid *A. R.* affect the Moiety of the ſaid Premiſſes, ſo to them the ſaid *W. R.* the Elder and *W. R.* the Younger, by the ſaid firſt recited Indenture limited as aforeſaid; but the ſaid *B. C.* the ſurviving Aſſignee of the Eſtate and Effects of the ſaid *W. R.* the Younger, inſiſts that as for the Reſidue of the Monies ſince advanced by the ſaid *R. S.* ſhe ſhall have no more than a Dividend, equal with him and the other Creditors, ariſing by Sale of the Moiety of them the ſaid *W. R.* the Elder and *W. R.* the Younger; and the ſaid *R. S.* being lately Dead,

As to no Appointment yet made for them.

Of Articles for Sale of Premiſſes to Mr. *P.*

or to his Appointment.

J. P.'s Covenant to pay Purchaſe-Money, *&c.*

As to Mr. *P.*'s Name being uſed in Truſt for Mr. *C.*

As to the Father and Son being in Gaol and diſcharged by the Act 1729, and the Aſſignment of their Eſtate to two Creditors, in Truſt, *&c.*

As to a Debt due from them by Judgment, and Depoſit of Title Deeds, *&c.*

Suppoſed to affect the Moiety of the Premiſſes, *&c.*

As to Title Deeds being refuſed to be produced, and to bring a Bill in Chancery, &c.

As to the younger Children Deſire that Premiſſes may be conveyed, &c. and they not having Money to file a Bill, have deſired *T. C.* for to lend 100 *l.* to carry on the Suit, &c. and his Agreement thereto. As to *A. B.* being nominated Solicitor.

Conſideration, Letter of Attorney to carry on the Suit.

Appointment to the younger Children of a Moiety of Premiſſes.

Dead, *E. S.* his Widow and ſole Executrix refuſes to accept of ſuch Dividend, and peremptorily inſiſts on the whole Debts, and will not return the Title Deeds now in her Hands, or produce the ſame; for which reaſon it becomes neceſſary to file a Bill in the Court of Chancery, and thereby oblige her to produce and lodge them in the ſaid Court, and to accept of ſuch Dividend as aforeſaid; and alſo to the End and Purpoſe that all the ſaid Premiſſes may be ſold, and all Parties concerned may join in ſuch Sale, and the Monies ariſing thereby paid according to the Direction of the ſaid Court: **And whereas** all the younger Children of the ſaid *W. R.* the Elder and *A.* his Wife are deſirous to convey their Share and Intereſt in the ſaid Premiſſes, or to ſettle the ſame in the Hands of Truſtees for enabling a Conveyance thereof, according to the true Intent and Meaning of the ſaid recited Articles, and have been adviſed to file a Bill for that Purpoſe; but not having Monies to defray their Charges in ſo doing, and for carrying on a Suit for the Purpoſes aforeſaid, have requeſted the ſaid *T. C.* to advance and lend them the Sum of 100 *l.* for ſo doing, which he the ſaid *T. C.* hath agreed to do the ſame accordingly: **And whereas** for Security of the Repayment thereof with Intereſt, it is agreed that the ſaid Premiſſes ſhall be ſettled in ſuch Manner as herein after is mentioned: **And whereas** it is agreed by and between all the Parties hereto, as are of the Firſt, Second and Third Part, that the ſaid *A. B.* ſhall be, and he is by them the ſaid Parties nominated to be the Solicitor to bring ſuch Bill in Chancery as aforeſaid, and to manage and carry on the ſaid intended Suit or Cauſe for the End and Purpoſes aforeſaid; and that all Coſts and Charges relating to the ſame ſhall be born and paid by them the ſame Parties (except the ſaid *T. G.* Party hereto) according to their reſpective Shares therein: **And whereas** the ſaid *T. C.* (by and with the Conſent and Direction of all the ſaid younger Children of the ſaid *W. R.* and *A.* his Wife, teſtified by their being Parties and executing hereof) hath, immediately before the executing hereof, paid the ſaid Sum of 100 *l.* ſo by him agreed to be advanced as aforeſaid, into the Hands of, &c. (*a Banker*) for and towards the Purpoſes aforeſaid: **Now theſe Preſents witneſs,** That in Conſideration of the Premiſſes, and for the End, Intent and Purpoſe aforeſaid, they the ſaid *W. R.* the Elder and *A.* his Wife, and *W. R.* the Younger, *J. R. K. R. R. R. G. E.* and *M.* his Wife, and *W. W.* and *A.* his Wife, and (at their Requeſt, and by their Direction and Appointment, teſtified as aforeſaid,) the ſaid *T. G.* Party hereto, **have** and **each** and every of them **hath,** and by theſe Preſents **do,** and each and every of them **doth** authorize, conſtitute and appoint, and in their Place and Stead put and depute the ſaid *A. B.* his Executors Adminiſtrators and Aſſigns, their true and lawful Attorney and Attornies, irrevocable in their Names, or in the Name or Names of them or one of them, as Counſel ſhall adviſe, forthwith to exhibit the ſaid Bill in the ſaid Court of Chancery, and to carry on and manage the ſaid intended Suit or Cauſe, or any other Suit or Cauſe in the ſaid Court or elſewhere, and to proſecute the ſame to Effect againſt the ſaid *E. S.* and all other Perſons whatſoever, whom it may concern, *as well* for the obtaining, producing and lodging of all and every the Title Deeds relating to the ſaid Premiſſes, into the ſaid Court of Chancery, for the Benefit of the Purchaſer thereof; *and* that ſhe may be compelled to take her Dividend of the Monies ariſing by Sale of the Moiety of the Premiſſes belonging to them the ſaid *W. R.* the Elder and *W. R.* the Younger, in Equality and according to their other Creditors Shares therein; *and that* as well the ſame Moiety, as alſo the other Moiety of the ſaid Premiſſes, may be forthwith ſold and abſolutely conveyed to the ſaid *T. C.* and his Heirs, for the Price or Sum of Money in the ſaid recited Articles mentioned; *and that* Part of the Monies ariſing by Sale of the ſaid Premiſſes after the Death of the Survivor of them the ſaid *W. R.* the Elder and *A.* his Wife, may be applied and paid to and for the Uſe and Benefit of their ſaid younger Children, according to their ſeveral Shares in the ſaid Articles mentioned; *And that* the Reſidue of the Monies ariſing by ſuch Sale may be applied and paid as the ſaid Court ſhall direct: **And finally** they the ſaid *W. R.* the Elder and *A.* his Wife, *W. R.* the Younger, *J. R. K. R. R. R. G. E.* and *M.* his Wife, *W. W.* and *A.* his Wife, and *T. G.* **do** and each and every of them **doth** give and grant unto the ſaid *A. B.* his Executors and Aſſigns, all their full, whole and abſolute Power and Authority in all and ſingular the before mentioned Premiſſes, *and do* hereby allow, ratify and confirm all ſuch legal Acts and Things as he or they ſhall do by Virtue of theſe Preſents: Nevertheleſs for the Purpoſes aforeſaid, **And theſe Preſents further Witneſs** that they the ſaid *W. R.* the Elder and *A.* his Wife, **In Conſideration** of the natural Love and Affection which they have for and bear unto their ſaid five younger Children the ſaid *J. R. K. R. R. R. M. E.* and *A. W.* and to the Intent to make ſome Proviſion for their future Support and Maintenance, and by Virtue and in Purſuance of the Power and Authority to them reſerved and given in and by the ſaid recited Indenture of Settlement for that Purpoſe, or of any other Power or Powers whatſoever any ways veſted in or belonging to them the ſaid *W. R.* the Elder and *A.* his Wife, **They** the ſaid *W. R.* the Elder and *A.* his Wife, **have** and each of them **hath** limited and appointed, and by this their preſent Deed or Writing (duly ſealed, ſubſcribed and delivered in the Preſence of the three Witneſſes whoſe Names are herein indorſed) **do** and each of them

doth

doth limit and appoint unto them the ſaid *J. R. K. R. R. R. M. E.* and *A.* his Wife, all that the aforeſaid Moiety or Half-part of and in all and ſingular the Meſſuages, *&c.* in the ſame Indenture of Settlement mentioned and compriſed, ſituate, *&c.* and the Reverſion, *&c.* **To have and to hold** the ſaid Moiety or undivided Half-part of and in all and ſingular the ſaid Meſſuages, *&c.* from and immediately after the Death of them the ſaid *W. R.* the Elder and *A.* his Wife, unto and to the Uſe of them the ſaid *J. R. K. R. R. R. M. E.* and *A. W.* their Heirs and Aſſigns for ever, as Tenants in common and not as Jointenants, to be equally divided amongſt them Share and Share alike. **And theſe Preſents further witneſs**, That they the ſaid *J. R. K. R. R. R. G. E.* and *M.* his Wife, and *W. W.* and *A.* his Wife, (in Conſideration of the ſaid Sum of 100*l.* by the ſaid *T. C.* ſo lent and paid on their Account and for the Purpoſes aforeſaid, and for better ſecuring Payment of the ſame, and the Intereſt thereof, unto the ſaid *T. C.* his Executors, *&c.* in ſuch Manner as herein after is mentioned,) *Do* and each and every of them *Doth* hereby charge and make chargeable the ſaid Moiety or Half-Part of the ſaid Meſſuages, *&c.* ſo limited to them as aforeſaid, with their Appurtenances, together with their Part or Share of and in all Monies ariſing by Sale thereof, to and with the Payment of the ſaid Sum of 100*l.* unto the ſaid *T. C.* his Executors, Adminiſtrators and Aſſigns; the ſame to be paid to him and them within ——— next after the Deceaſe of the Survivor of them the ſaid *W. R.* the Elder and *A.* his Wife, together with Intereſt for the ſame, from the Time of the Death of ſuch Survivor, until Payment of the ſaid 100*l.* after the Rate of 5*l. per Cent. per Ann.* and in the mean Time for ſecuring Payment of ſuch Intereſt Money unto the ſaid *T. C.* his Executors, Adminiſtrators and Aſſigns, they the ſaid *W. R.* the Elder and *A.* his Wife, *Do* and each of them *Doth* hereby charge and make chargeable and liable, as well the ſame Moiety of and in the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes with their Appurtenances, as alſo all their and each of their Parts and Shares of and in all and every the Sum and Sums of Money ſo ariſing by Sale of the ſame Premiſſes or any Part thereof, to and with the Payment unto the ſaid *T. C.* his Executors, Adminiſtrators and Aſſigns, of the Intereſt of the ſaid Sum of 100*l.* after the Rate aforeſaid, during the Lives of them the ſaid *W. R.* the Elder and *A.* his Wife, and the longer Liver of them; the ſaid Intereſt Money to be paid Half-yearly on *Midſummer-Day* and *Chriſtmas-Day* by equal Portions, clear of all Taxes and Deductions whatſoever; the firſt Half-yearly Payment thereof to begin and be made on *Midſummer-Day* now next enſuing, **And theſe Preſents further witneſs**, That for the better ſecuring Payment of the ſaid Sum of 100*l.* and Intereſt, unto the ſaid *T. C.* his Executors, Adminiſtrators and Aſſigns, and for the more effectual conveying and aſſuring of the ſaid hereby limited Moiety of and in the ſaid Hereditaments and Premiſſes, to and for the Uſes, Intents and Purpoſes herein before mentioned, limited and expreſſed of and concerning the ſame; the ſaid *W. R.* the Elder, for himſelf, and for the ſaid *A.* his Wife, and for their reſpective Heirs, and the ſaid *W. R.* the Younger, for himſelf and his Heirs, and they the ſaid *J. R. K. R.* and *R. R.* for themſelves, and for their reſpective Heirs, and the ſaid *G. E.* for himſelf, and the ſaid *M.* his Wife, and for their reſpective Heirs; and the ſaid *W. W.* for himſelf and the ſaid *A.* his Wife, and for their reſpective Heirs, do ſeverally and not jointly, nor the one for the other, or for the Heirs, Executors, Adminiſtrators or Acts of the other, but each of them for himſelf, and his own Heirs and his own Acts only, do, and each of them doth covenant, promiſe and grant, to and with the ſaid ——— his Heirs and Aſſigns by theſe Preſents, that they the ſaid *W. R.* the Elder and *A.* his Wife, (*all the ſame Parties*) or their Heirs, ſhall and will on this Side or before the End of *Hillary* Term, now next enſuing, or as of ſome other ſubſequent Term, at their joint and equal Charge, acknowledge and levy in due Form of Law, before the Juſtices of his Majeſty's Court of Common Pleas at *Weſtminſter*, one or more Fine or Fines *ſur Conuſance*, *&c.* with Proclamations to be thereupon had and made according to the Form of the Statute in that Behalf made and provided, unto the ſaid ——— and his Heirs, of the ſaid Moiety or undivided Half-Part of and in the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes with their Appurtenances, by ſuch apt and convenient Name or Names, Number of Meſſuages and Acres, Quantities and Qualities of Land and other Deſcriptions therein to be contained, as ſhall be adviſed and thought fit and requiſite to aſcertain and compriſe the ſame; **Which** ſaid Fine or Fines ſo as aforeſaid, or in any other Manner, or at any other Time to be had and levied, when the ſame ſhall be levied and perfected accordingly, and alſo theſe Preſents and all and every other Fine and Fines, Conveyances and Aſſurances in the Law whatſoever, already had, made, levied or executed, or hereafter to be had, made, levied or executed, by or between the ſaid Parties to theſe Preſents, or any of them, or any others, of or concerning the ſaid hereby limited Hereditaments and Premiſſes, ſhall be and enure, and ſhall be adjudged, deemed, conſtrued and taken to be and enure, and is and are hereby declared ſhall be and enure *To (ſuch and ſuch Uſes)*, **And** each of them the ſaid *W. R.* the Elder, *W. R.* the Younger, *J. R. K. R. R. R. G. E.* and *W. W.* for themſelves, *&c.* do hereby covenant, *&c.* to and with the ſaid *T. C.* the Premiſſes.

The younger Children charge the ſame for Payment of the 100*l.* to Mr. C.

And ſo do the Father and Mother.

Covenant to levy a Fine.

Declaration.

Covenant that no Act is, or will be done to incumber

T. C. his Executors, *&c.* by theſe Preſents, that they the ſaid *W. R.* the Elder and *A.* his Wife, *W. R.* the Younger, *J. R. K. R. R. R. G. E.* and *M.* his Wife, and *W. W.* and *A.* his Wife, or any of them, have not, *&c.* any Act, *&c.* (*See* Tit. **Covenants**) ſhall or will at any Time hereafter do, *&c.* any Act, *&c.* whereby or by Means whereof the herein before limited Premiſſes, or any Part thereof, are, or is, or ſhall, or may be any wiſe impeached, charged or incumbered in any Manner howſoever; *Nor* ſhall or will at any Time hereafter, without the Conſent of him the ſaid *T. C.* his Executors, *&c.* firſt had in Writing for that Purpoſe, revoke or make void the above mentioned Letter of Attorney, or any Power or Authority thereby given; nor ſhall or will releaſe, diſcharge, diſavow or diſſent from, or do any other Act, Matter or Thing whatſoever, whereby to hinder, prevent or ſtop any Proceedings whatſoever, which ſhall be concerned and brought in the ſaid Court of Chancery, or otherwiſe, for the producing the ſaid Title Deeds, or for Sale of the ſaid hereby limited Moiety of the ſaid Premiſſes, for the Intents and Purpoſes aforeſaid, (without ſuch Conſent as aforeſaid;) *But* ſhall and will (upon Requeſt of the ſaid *T. C.* his, *&c.*) make, do and execute all and every ſuch farther and other lawful and reaſonable Acts and Things in the Law whatſoever, as well for the collecting and ſtrengthning of theſe Preſents, as alſo for the further and better conveying, aſſuring and confirming of the ſaid hereby limited Moiety of and in the ſaid Premiſſes, to, for, and upon the ſeveral Uſes, Intents and Purpoſes herein before mentioned, limited and expreſſed, of and concerning the ſame, as by the ſaid *T. C.* his, *&c.* ſhall on that Behalf be reaſonably adviſed or required. **In Witneſs,** &c.

Nor to revoke the ſaid Letter of Attorney.

Nor ſtop Proceedings.

But ſhall do any further Act to confirm this Deed.

Special Recitals intended to be inſerted in the foregoing Deed at this Mark. *

W. R. Innholder's Share.

—— By virtue of which Aſſignment, all his the ſaid *W. R.* the Younger's Part and Share of and in the ſaid Meſſuages, *&c.* and of and in all the Monies ariſing by Sale thereof, is now abſolutely veſted in the ſaid *B. C. In Truſt* for himſelf and all the other Creditors of the ſaid *W. R.* the Younger for Payment of his Debts, ſo far as the ſame will extend to pay and ſatisfy.

The Younger Children willing to join in the Sale to *T. C.*

And whereas the ſaid *J. R. K. R. R. R. M. E.* and *A. W.* (the five younger Children of the ſaid *W. R.* the Elder, and *A.* his Wife,) together with the ſaid *G. E.* and *W. W.* the Huſbands of the ſaid *M. E.* and *A. W.* are willing and deſirous to join in Sale of the ſaid Meſſuages. *&c.* compriſed in the ſaid recited Articles, and that the ſame may forthwith be abſolutely conveyed to the ſaid *T. C.* or to ſuch other Perſon or Perſons who will purchaſe the ſame, (in caſe of his the ſaid *T. C.*'s not thinking fit to proceed therein,) *And* that the Monies ariſing by Sale thereof, may be applied and paid as mentioned in and according to the true Intent of the ſaid recited Articles; *But* the ſame at preſent cannot be fully compleated and performed, in regard that the ſaid *W. R.* the Elder's Part or Share of and in the ſaid Premiſſes by virtue of the aforeſaid Act of Parliament is now ſubject and liable to the Payment of his Debts, and by Reaſon that no Aſſignment thereof can be made without an Order of Seſſions for the ſaid County of *B.* which will not be held till immediately after *Eaſter* next: **And whereas** the ſaid *M. E.* one of the ſaid younger Children being now dangerouſly ill, and in caſe of her Death before the Performance of the Intention of the ſaid Articles, new Difficulties may ariſe and a Delay made whereby to hinder a preſent Sale of the ſaid Premiſſes; *Therefore* to prevent and avoid ſuch Delay, and of any new Difficulties that may ariſe touching Sale of the ſaid Premiſſes, and for the expediting and furthering and enabling a ſpeedy Sale thereof to the ſaid *T. C.* or to ſuch other Perſon or Perſons who will purchaſe the ſame; they the ſaid *W. R.* the Elder and *A.* his Wife, *W. R.* the Younger, *J. R. R. K. R. R. G. E.* and *M.* his Wife, and *W. W.* and *A.* his Wife, and alſo the ſaid *T. G.* (Party hereto,) at their ſpecial Inſtance and Requeſt, teſtified by their being Parties to and executing of theſe Preſents, have agreed to levy a Fine of the ſaid Meſſuages, *&c.* and Premiſſes unto them the ſaid *J. P.* and *C. S.* to the End the ſame may be abſolutely ſold as ſoon as can be; *And* that the Monies ariſing by ſuch Sale ſhall be applied and paid to and for the ſeveral Uſes, Intents and Purpoſes, and ſubject in ſuch Manner as herein after is mentioned, expreſſed and declared of and concerning the ſame: **Now this Indenture witneſſeth,** That in Purſuance and Performance of the ſaid recited Agreement, *&c.*

and that the Money be applied according to the Articles, but that *W. R.* the Elder's Share of the Premiſſes by Act of Parliament is liable to the Payment of ſaid Debts, *&c.*

One of the Children dangerouſly ill.

From a Wife to her Truſtees to ſell South-Sea Stock.

Recital of Settlement before Marriage, whereby it is declared that

TO all Perſons to whom, *&c. E. B.* Wife of *G. B.* of, *&c.* (late *E. C.* of, *&c.* Spinſter,) ſendeth Greeting. **Whereas** by Indenture *Tripartite*, bearing Date, *&c.* made, *&c.* between the ſaid *E. B.* (by the Name and Addition of *E. C.* of, *&c.* Spinſter,) of the firſt Part, the ſaid *G. B.* of the ſecond Part, and *W. B.* and *J. A. P.* of the third Part, (made

(made previous and in order to the Marriage of the ſaid *G. B.* with the ſaid *E.* his Wife) *It was therein declared and agreed* by and between all the ſaid Parties to the ſaid Indenture, that the ſaid *W. B.* and *J. A. P.* their Executors, Adminiſtratators and Aſſigns, (amongſt other Things) ſhould ſtand poſſeſſed of 200 *l.* capital Stock of the Government and Company of Merchants of *Great Britain* trading to the *South Seas* and other Parts of *America*, (therein mentioned to have been on the Day of the Date of ſaid Indenture, transferred to the ſaid *W. B.* and *J. A. P.* by the ſaid *E. B.*) and all Dividends and Profits thereof; *In Truſt* for the ſole and ſeparate Uſe and Benefit of the ſaid *E. B.* free from the Controul, Intermeddling, Debts, Contracts and Engagements of the ſaid *G. B.* (notwithſtanding the then intended Coverture,) and ſhould from Time to Time pay to or permit the ſaid *E. B.* during her Life-time, to enjoy, ſell, give away, ſpend, or any ways to diſpoſe of the ſame, and all and every or any Part of the ſaid 200 *l. South Sea* Stock, or of the Dividends, Profits or Produce of the ſame, in like Manner to all Intents and Purpoſes (notwithſtanding the ſaid then intended Coverture,) as the ſaid *E. B.* might or could have done in Caſe ſhe had continued ſole and unmarried, and freed and excepted from the Controul, Intermeddling, Debts, Contracts and Engagements of the ſaid *G. B.* and after the Death of the ſaid *E. B. In Truſt* to tranſfer the ſame, or ſo much thereof as ſhould remain undiſpoſed of by the ſaid *E. B.* in her Life-time, to ſuch Perſon or Perſons, and in ſuch Proportions as ſhe the ſaid *E. B.* alone, by her laſt Will and Teſtament, or any other Writing or Writings under her Hand and Seal and properly atteſted, ſhould direct or appoint; and in Default of ſuch Appointment, to the Executors or Adminiſtrators of the ſaid *E. B.* **Now know ye**, That the ſaid *E. B.* by virtue and in purſuance of the aforeſaid Powers, Authorities and Limitations in the herein before in Part recited Indenture, and in purſuance of all and every or any other Powers or Authorities in her now being, **Hath** and by theſe Preſents **Doth** order, direct and appoint the ſaid *W. B.* and *J. A. P.* as ſoon as conveniently may be, at the Market Price, to ſell and diſpoſe of the ſaid 200 *l. South Sea* Stock in their Names as aforeſaid, and the Monies ariſing by ſuch Sale, together with the Dividends or Profits accrued thereon, (after deducting the Coſts and Charges of ſuch Sale,) to pay to her the ſaid *E. B.* to her ſole and ſeparate Uſe, according to the Limitations, Truſts, true Intent and Meaning of the ſaid herein before in Part recited Indenture, and upon * Receipt thereof by her the ſaid *E. B.* they the ſaid *W. B.* and *J. A. P.* their Executors and Adminiſtrators, ſhall and will be abſolutely freed and diſcharged of and from the ſaid 2000 *l. South Sea* Stock, and every Part thereof, and all Dividends and Profits thereof, and of every Part thereof. **In Witneſs**, &c.

South-Sea Stock ſhould be transferred to Truſtees for the Wife's ſeparate Uſe, with a Power for her to make an Appointment thereof.

Appointment.

* *See the Form of her Receipt* Tit. **Receipts.**

By a Widow to a Purchaſer, (ſubject to the Payment of 100 l.) *and the Confirmation of her Truſtees.*

THIS Indenture Tripartite made, &c. **Between** *M. B.* of, &c. Widow and Relict of *J. B.* late of, &c. Yeoman, deceaſed, of the firſt Part, *W. W.* of, &c. *K. B.* of, &c. Yeoman, of the ſecond Part, and *A. B.* of, &c. of the third Part. **Whereas** by Indenture *Tripartite*, bearing Date, &c. and made between the ſaid *J. B.* and *M.* his Wife, (one of the two ſurviving Siſters and Coheirs of *J. G. Junior*, late of, &c. deceaſed, who was the only Son and Heir of *J. G. Senior*,) of the firſt Part, *G. B.* of, &c. and *J.* his Wife, (the other ſurviving Siſter and Coheir of the ſaid *J. G. Junior*) of the ſecond Part, and the ſaid *W. W.* and *K. B.* of the third Part, It is witneſſed, That as well for the conveying, ſettling and aſſuring the Freehold Lands, &c. therein after mentioned, to and for the ſeveral Uſes, Intents and Purpoſes therein and herein after mentioned and expreſſed, and by virtue of a Fine *ſur Conuſance*, &c. in the ſaid Indenture covenanted to be by them the ſaid *J. B.* and *M.* his Wife, and *G. B.* and *J.* his Wife, unto them the ſaid *W. W.* and *K. B.* and their Heirs, or to the Heirs of one of them, and ſince duly levied accordingly, **All** thoſe, &c. (except, &c. out of the Indenture now recited, ſuch and ſo much of the Lands and Tenements before mentioned as were held by Copy or Court-Roll, it being intended that ſuch Copyhold Lands and Tenements ſhould not paſs by the ſaid preſent Indenture, but by ſuch cuſtomary Aſſurances as therein after mentioned,) and the Reverſion, &c. *Were* by them the ſaid *J. B.* and *M.* his Wife, and *G. B.* and *J.* his Wife, conveyed to the ſeveral Uſes, Intents and Purpoſes therein, and herein after mentioned and expreſſed, that is to ſay, *As for and concerning one Moiety* or equal Half-Part, (the whole in two equal Parts to be divided) of and in all and ſingular the ſaid Lands and Premiſſes, To the only Uſe of the ſaid *G. B.* his Executors, Adminiſtrators and Aſſigns, for and during the full Term of 1000 Years from thence next enſuing, without Impeachment of Waſte, ſubject to the Proviſo or Condition therein after mentioned, for Redemption

Recital of Conveyance by Fine and Deed, whereby Lands

were conveyed,

one Moiety to the Uſe of *G. B.* for 1000 Years;

ſubject to a Redemption

after that Eſtate to *W. W.*

In Truſt to be conveyed as *J. B.* and *M.* his Wife ſhall appoint, or as ſhe, if ſhe ſurvives, ſhall appoint.

tion of the ſame Premiſſes, of and from and after the Expiration, or other ſooner Determination of the ſaid Term of 1000 Years, and ſubject thereunto, *To the Uſe* of the ſaid *W. W.* and their Heirs, *Upon Truſt*, That they and the Survivor of them ſhould, upon Requeſt, convey and aſſure the ſame Moiety ſubject to the ſaid Term of 1000 Years, unto ſuch Perſon and Perſons, for ſuch Eſtate, Uſes, Intents and Purpoſes, as the ſaid *J. B.* and *M.* his Wife ſhould, by any Writing under their Hands and Seals by them duly executed, direct, limit and appoint; and for Want of ſuch Limitation or Appointment, and in caſe the ſaid *M.* the Wife of the ſaid *J. B.* ſhould him ſurvive, then upon further Truſt, to convey and aſſure the ſame Moiety of and in the ſame Premiſſes, unto ſuch Perſon and Perſons, and for ſuch Eſtate, Uſe or Uſes, Intents or Purpoſes, as the ſaid *M.* the Wife of the ſaid *J. B.* ſhould, by any Writing under her Hand and Seal, by her executed in the Preſence of, and atteſted by, two or more credible Witneſſes, limit and appoint; *And as to, for and concerning the ſaid other Moiety* or equal Half-Part of and in all and ſingular the Lands and Premiſſes therein before mentioned, *To the only Uſe* of the ſaid *G. B.* his Heirs and Aſſigns for ever; ſubject nevertheleſs to a Proviſo or Agreement in the ſaid Indenture contained, for Redemption of the ſaid Premiſſes compriſed in the ſaid Term of 1000 Years, on Payment by the ſaid *J. B.* and *M.* his Wife, or either of them, unto the ſaid *G. B.* of the Sum of 101 *l.* 5*s.* on, *&c.* as in and by the ſaid in Part recited Indenture, (Relation, *&c.*) *And it is by the ſame Indenture further witneſſed*, That in Conſideration of the ſaid Sum of 100 *l.* ſo paid to the ſaid *J. B.* and *M.* his Wife, by the ſaid *G. B.* and for the better and more effectual ſecuring the Repayment thereof with Intereſt, according to the Covenant therein before contained, *He* the ſaid *J. B. Did* for himſelf and the ſaid *M.* his Wife, covenant with the ſaid *G. B.* that the ſaid *J. B.* and *M.* his Wife, ſhould on the Day of the Date of this preſent Indenture, ſurrender and aſſure one Moiety of and in all and ſingular the cuſtomary Meſſuages, Lands and Hereditaments held of the reſpective Manors of, *&c.* in the ſame Indenture recited and mentioned, and all other the Lands and Tenements within the Manors aforeſaid, or either of them, which the ſaid *J. B.* and *M.* his Wife, or either of them, held by Copy of Court-Roll, according to the Cuſtom of the reſpective Manors whereof the ſame are held, *To the Uſe* of the ſaid *G. B.* his Heirs and Aſſigns for ever, free from all Incumbrances whatſoever; *ſubject nevertheleſs* to the Equity of Redemption on Payment of 100 *l.* and Intereſt, relating to the ſaid Freehold Premiſſes as aforeſaid; *And whereas Default was made in Payment* of the ſaid principal Sum of 100 *l.* *&c.* **And whereas** Default was made in Payment of the ſaid Principal Sum of 100 *l.* and Intereſt, ſo made by the ſaid recited Indenture to the ſaid *G. B.* and by Reaſon of ſuch Non-payment thereof, the Eſtate and Intereſt of him the ſaid *G. B.* of and in the ſaid Freehold Premiſſes thereby limited to him for the ſaid Term of 1000 Years, in Law became abſolute for the Reſidue of the ſaid Term: **And whereas** by a certain Indenture or Deed Poll, bearing Date, *&c.* and indorſed upon the Back of the ſaid recited Indenture *Tripartite*, (reciting in the Deed Poll, amongſt other Things, That Moiety or Half-Part of the Cuſtomary or Copyhold Premiſſes in the within written Indenture mentioned, had been by them the ſaid *J. B.* and *M.* his Wife, duly ſurrendered to the Uſe of the ſaid *G. B.* his Heirs and Aſſigns, and that the ſaid principal Sum of 100 *l.* *&c.* *That the ſaid principal Sum of* 100 *l.* and the Intereſt thereof, from the Day of the Date of the within written Indenture then remained due to the ſaid *G. B.* and that *R. P.* of, *&c.* Gent. (ſince deceaſed) had agreed to lend and pay to the ſaid *G. B.* the Sum of 100 *l.* upon the within mentioned Securities ſo made to him as aforeſaid) *It is witneſſed*, that in Conſideration of the Sum of 100 *l.* to the ſaid *G. B.* paid by the ſaid *R. P.* he the ſaid *G. B.* did bargain, ſell, aſſign and ſet over unto the ſaid *R. P. All* that Moiety or Half-Part of and in the Freehold Lands and Hereditaments, by the within written Indenture limited to him the ſaid *G. B.* for the ſaid Term of 1000 Years; *To hold* the ſame to the ſaid *R. P.* his Executors and Aſſigns, from thenceforth for and during all the then Reſidue of the ſaid Term of 1000 Years; *ſubject nevertheleſs* to a Proviſo in the ſaid Deed Poll contained for Redemption of the ſame Premiſſes on Payment by the ſaid *G. B.* his Executors or Aſſigns, to the ſaid *R. P.* his Executors or Aſſigns, of the Sum of 100 *l.* and Intereſt, on a Day therein mentioned and ſince paſt; and he the ſaid *G. B.* by the ſaid Deed Poll, did covenant, that he, at the next or any ſucceeding Court-Baron to be held for the within mentioned Manor, would upon the Requeſt of the ſaid *R. P.* procure himſelf to be admitted to the within mentioned Copyhold Premiſſes, and immediately thereupon, or at any Time after ſuch Admittance had or taken out, would at the like Requeſt of the ſaid *R. P.* ſurrender and aſſure, according to the Cuſtom of the ſaid Manors, the ſaid Moiety of all the ſaid Copyhold Premiſſes, unto and to the Uſe of the ſaid *R. P.* his Heirs and Aſſigns, *ſubject nevertheleſs* to ſuch Equity of Redemption by the ſaid *J. B.* and the ſaid *M.* his Wife, as the ſame Premiſſes were then ſubject unto: **And whereas** the ſaid principal Sum of 100 *l.* ſo ſecured by the ſaid *J. B.* and *M.* his Wife, one other ſaid Moiety of the ſaid Freehold and Copyhold Premiſſes, to the ſaid *G. B.* and by him afterwards aſſigned and covenanted to be ſurrendered to the ſaid *R. P.*

The other Moiety to the Uſe of *G. B.* for ever, ſubject to a Proviſo of Redemption by *J. B.* and *M.* his Wife.

Default in Payment.

Principal and Intereſt.

Surrender.

Surrender and Admittance of Copyhold Lands.

as

as a collateral Security for Payment of the ſaid Sum of 100 *l.* and Intereſt, ſo by him lent and paid to the ſaid *G. B.* in Manner as aforeſaid, has not as yet been paid, and the ſame now remains due and owing, but all Intereſt for the ſame has been paid to the Day of the Date of theſe Preſents: **And whereas** the ſaid *J. B.* is ſince dead, and no Limitation or Appointment has been by him or the ſaid *M.* his Wife, or either of them, as yet made of their ſaid Moiety of the ſaid Freehold Premiſſes, purſuant to and according to the Power to them given and reſerved, in and by the ſaid recited Indenture *Tripartite* for that Purpoſe; and ſhe the ſaid *M. B.* being now intitled to the Equity of Redemption of and in the ſaid Moiety of the ſaid Freehold and Copyhold Premiſſes ſo in Mortgage as aforeſaid, *hath* (in Conſideration of the Sum of —— to be paid to her by the ſaid *A. B.* as herein after is mentioned,) agreed to convey and aſſure to the ſaid *A. B.* the ſaid Moiety of and in the ſaid Freehold Premiſſes, and they the ſaid *W. W.* and *J. B.* at the Requeſt of the ſaid *M. B.* have agreed to releaſe all the Eſtate, Right and Intereſt, of, in and to the ſame Premiſſes unto the ſaid *A. B.* in ſuch Manner and ſubject as herein after is alſo mentioned and expreſſed: **Now this Indenture witneſſeth,** That for and in Conſideration of the Sum of —— of, *&c.* to the ſaid *M. B.* in Hand, *&c.* by the ſaid *A. B.* at, *&c.* the Receipt, *&c.* and for divers, *&c.* ſhe the ſaid *M. B.* by virtue and in Purſuance of the Power to her given and reſerved in and by the ſaid recited Indenture *Tripartite*, and of all other Powers and Authorities whatſoever to her any ways given, reſerved or belonging, hath, and by this her preſent Deed in Writing, ſealed and delivered in the Preſence of and atteſted by —— (three credible Witneſſes, whoſe Names are hereon indorſed) **Doth** hereby limit and appoint to the ſaid *A. B.* **All** that her ſaid Moiety or equal Half Part of and in the ſaid Freehold Lands, Hereditaments and Premiſſes, with their Appurtenances, by the ſaid recited Indenture *Tripartite*, limited to the ſaid *G. B.* for the ſaid Term of 1000 Years, and in Mortgage in Manner as aforeſaid, and the Reverſion, *&c.* **To have and to hold** the ſaid Moiety or Half Part of the ſaid Freehold, *&c.* herein before mentioned and intended to be hereby limited and appointed, with their Appurtenances, unto the ſaid *A. B.* her Heirs and Aſſigns for ever, freed, acquitted, exonerated, and abſolutely diſcharged of and from all Right, Equity, Power and Benefit of Redemption whatſoever of her the ſaid *M. B.* and her Heirs, of, in and to the ſame Premiſſes, and every Part and Parcel thereof (**Subject nevertheleſs** to the Payment of the ſaid principal Sum of 100 *l.* and all Intereſt Monies now due and to grow due for the ſame, ſo ſecured thereon in Manner as aforeſaid): **And this Indenture further witneſſeth,** That for the Conſiderations aforeſaid, and alſo in Conſideration of the further Sum of 5 *l.* of like, *&c.* to them the ſaid *W. W.* and *J. B.* in Hand alſo paid by the ſaid *A. B.* at or before the Executing hereof, the Receipt whereof is by them hereby reſpectively acknowledged, they the ſaid *W. W.* and *J. B.* (at the ſpecial Inſtance and Requeſt, and by and with the Conſent, Direction and Appointment of the ſaid *M. B.* teſtified, *&c.*) **have,** and each of them **hath** bargained, ſold and releaſed, and by theſe Preſents **Do,** and each of them **Doth** bargain, *&c.* unto the ſaid *A. B.* **The** ſaid Moiety or equal Half Part of the ſaid Freehold Lands, *&c.* with their Appurtenances ſo limited, in Uſe to them and their Heirs, in and by the ſaid recited Indenture *Tripartite*, from and after the Determination of the ſaid Term of 1000 Years thereby limited to the ſaid *G. B.* as aforeſaid; **And all** the Eſtate, *&c.* both in Law and Equity of them the ſaid *W. W.* and *J. B.* or either of them, of, in or to the ſame Premiſſes, and every Part and Parcel thereof, by virtue of the ſame Indenture, or otherwiſe howſoever; **To have and to hold** the ſaid hereby releaſed Moiety of the ſaid Freehold Lands, *&c.* unto and **To the Uſe** of the ſaid *A. B.* her Heirs and Aſſigns for ever; **Subject nevertheleſs** to the Payment of the ſaid 100 *l.* and Intereſt, ſo ſecured thereon in Manner as aforeſaid: **And** each of them the ſaid *W. W.* and *J. B.* ſeverally and apart for himſelf, and for his reſpective Heirs, *&c.* and Acts only, *&c.* (*Covenant with* A. B. *that they have not done any Act to incumber the Premiſſes, and other Covenants.*) **In Witneſs,** &c.

Secondly, Appointments of Jointures, &c. on Marriages.

Of a Jointure made before Marriage, purſuant to a Power in a former Deed.

THIS Indenture made, *&c.* **Between** the Right Honourable *J.* Earl of *A.* in *North Britain*, Lord Viſcount *S.* and one of her Majeſty's moſt Honourable Privy Council in the Kingdom of *Ireland*, and the Right Honourable *J.* Lord *P.* Son and Heir Apparent of the ſaid *J.* Earl of *A.* of the one Part, and *J. P.* of, *&c.* and *A. P.* eldeſt Daughter of the ſaid *J. P.* of the other Part: **Whereas** by Indenture *Tripartite*, bearing Date the, *&c.* and made, or mentioned to be made, between the Honourable *E. H.* Widow, one of the Daughters of the Right Honourable *J.* Lord *C.* Baron of *T.* deceaſed, the Relict of *J. H.* Eſq; deceaſed, Parties. Recitals.

deceaſed, the ſaid *J.* Earl of *A.* (by the Name of the Right Honourable *J.* Earl of *A.* in *North Britain*, Lord Viſcount *S.* and one of her Majeſty's moſt Honourable Privy Council in the Kingdom of *Ireland*, Son and Heir of the ſaid *J. H.* by the ſaid *E.* the Right Honourable *E.* Counteſs of *A.* Wife to the ſaid *J.* Earl of *A.* and the ſaid *J. L. P.* of the firſt Part, *W. C.* and *A. C.* of the City of *D.* Eſqrs; of the ſecond Part, and the Right Honourable *J.* Lord *C.* Baron of *T.* and *J. F.* of the *M. T. L.* Eſq; of the third Part, after reciting, as in the ſaid Indenture *Tripartite* is recited, (among other Things) the Manors of *C* and *D.* herein after mentioned, and the proportioned Lands, Tenements and Hereditaments herein after particularized, and intended to be hereby limited and appointed, were conveyed and limited to and for ſeveral Uſes, Intents and Purpoſes, and under and ſubject to ſeveral Powers and Proviſoes in the ſame Indenture *Tripartite* particularly mentioned and expreſſed; and in the ſaid Indenture *Tripartite* is contained a Power or Proviſo, that it ſhould and might be lawful to and for the ſaid *J.* Earl of *A.* and the ſaid Lord *P.* during the Life-time of the ſaid Earl, and to and for the ſaid *J.* Lord *P.* ſurviving him the ſaid Earl, to limit and appoint either before Marriage or after, by any Writing or Writings, ſigned and ſealed in the Preſence of two or more Witneſſes, the ſaid Manor of *C. D.* or either of them, or any Part of them, to or for the Uſe of any ſuch Woman or Women as the ſaid *J.* Lord *P.* ſhould happen to marry, for the Life or Lives of ſuch Woman or Women, for and as a Jointure to ſuch Women reſpectively; as by the ſaid Indenture *Tripartite*, (Relation being thereunto had) may at large appear: **And whereas** a Marriage, by the Conſent of the ſaid Earl of *A.* teſtified by his being a Party hereto, is intended to be ſhortly had and ſolemnized between the ſaid *J.* Lord *P.* and *A. P.* **Now this Indenture witneſſeth**, That in Conſideration of the ſaid intended Marriage, and for and in Conſideration of the Sum of 10000 *l.* of lawful, *&c.* to the ſaid *J.* Earl of *A.* with the Conſent of the ſaid Lord *P.* (teſtified by his being a Party to, and ſigning and ſealing of theſe Preſents,) in Hand paid by the ſaid *J. P.* at or before the Sealing and Delivery of theſe Preſents, as and for the Marriage Portion of the ſaid *A. P.* the Receipt and Payment whereof the ſaid *J.* Earl of *A.* doth hereby acknowledge, and thereof and of every Part thereof doth acquit, releaſe and diſcharge the ſaid *J. P.* his Heirs, Executors and Adminiſtrators, by theſe Preſents, **They** the ſaid *J.* Earl of *A.* and *J.* Lord *P.* by virtue and in Purſuance of the ſaid Power to them reſerved by the ſaid Indenture *Tripartite*, and of all and every other Power and Powers enabling them, or either of them hereunto, or which is or are any way given, reſerved or belonging to them, or either of them, or is or are now veſted in them, or either of them, **have** limited and appointed, and by this Writing, ſigned and ſealed by them the ſaid *J.* Earl of *A.* and *J.* Lord *P.* in the Preſence of *A. B. C. D.* and *E. T.* credible Witneſſes, whoſe Names are hereon indorſed, **Do**, and each of them **Doth** limit and appoint unto the ſaid *A. P.* **All** that, *&c.* and the Reverſion and Reverſions, Remainder and Remainders, Rents and Profits of the ſaid Premiſſes; **To have and to hold** the ſaid Manors, Proportions, and all and ſingular the Premiſſes herein before mentioned and intended to be hereby limited and appointed, with their and every of their Appurtenances, unto the ſaid *A. P.* from and after the Solemnization of the ſaid intended Marriage, and the Death of the ſaid *J.* Lord *P.* her intended Huſband, for and during the Term of her natural Life, for her Jointure, and in Lieu and Bar of all Dower, or Thirds and Title of Dower, or Thirds, which ſhe ſhall or may have or claim out of any the Manors, Meſſuages, Lands, Tenements or Hereditaments, whereof the ſaid *J.* Lord *P.* ſhall at any Time during the intended Coverture between him and the ſaid *A. P.* be ſeiſed of any Eſtate of Inheritance: **And** the ſaid *J.* Earl of *A.* for himſelf, his Heirs, Executors and Adminiſtrators, and the ſaid *J.* Lord *P.* for himſelf, his Heirs, Executors and Adminiſtrators, do for themſelves ſeverally, and each of them doth covenant, grant and agree, to and with the ſaid *J. P.* his Heirs, Executors and Adminiſtrators, by theſe Preſents, in Manner and Form following, (that is to ſay) (*Good Right to limit and appoint; and alſo that ſhe the ſaid* A. P. *and her Aſſigns, from and after the Solemnization of the ſaid intended Marriage and Death of ſaid* J. *Lord* P. *may peaceably enjoy for her Life, free from Incumbrances.* Vide Tit. **Covenants in general.**) **In Witneſs**, &c.

Conſideration. Appointment. Parcels. *Habendum.* Covenants.

Appointment of a Jointure by an intended Husband for his intended Wife's Life, (the further Limitations to be expreſſed in another Deed) in Conſideration of a large Portion, made purſuant to ſeveral Surrenders, giving him Power to appoint.

THIS Indenture Tripartite, made, *&c.* **Between** Sir *T. S. S.* of, *&c.* Bart. (eldeſt Son and Heir of Sir *E. S.* late of, *&c.* by Dame *A. S.* his Widow and Relict) of the firſt Part, *C. D.* of, *&c.* Spinſter, (one of the Daughters of Sir *S. D.* Knt. deceaſed, late one of the Aldermen of the City of *London*) of the ſecond Part, and *A.* and *B.* [*two Covenantees*] of the third Part. **Whereas** by Indentures of Leaſe and Releaſe, bearing Date, *&c.* the Releaſe being *Tripartite*, and made, *&c.* between the ſaid Sir *E. S.*

and Dame *A.* his Wife, of the firſt Part, *T. H.* of, *&c.* Eſq; ſince deceaſed, and *W. B.* of, *&c.* Eſq; of the ſecond Part, and *S. H.* of, *&c.* Eſq; and *J. V.* of, *&c.* Eſq; ſince deceaſed, of the third Part, for the Conſiderations therein mentioned, the ſaid Sir *E. S. Did* grant and convey unto the ſaid *T. H.* and *W. B.* (*two Covenantees*) and their Heirs, *All* that the Manor of *B. W.* and the Parcel, *&c. To hold* the ſaid Manors, Tithes, *&c.* and Premiſſes unto the ſaid *H.* and *B.* and their Heirs, to the Uſes following, *viz. As to, for, touching and concerning* all thoſe Meſſuages, *&c.* in *W.* aforeſaid, *To the Uſe* of the ſaid *H.* and *B.* their Executors, *&c.* for the Term of 99 Years, if the ſaid Sir *E. S.* and Dame *A.* his Wife, or either of them, ſo long live, upon the Truſts therein mentioned, declared and expreſſed; and from and after the Determination of that Eſtate, then as for and concerning the ſaid laſt mentioned Premiſſes; *And as, to, for and concerning* all and ſingular other the Manors, *&c.* therein and herein before mentioned, *To the Uſe* of the ſaid Sir *E. S.* for his Life, Remainder to Truſtees during his Life to preſerve the contingent Remainders; and from and after his Deceaſe, *To the Uſe* of the ſaid Dame *A. S.* for her Life; and from and after the Deceaſe of the ſaid Sir *E. S.* and Dame *A.* his Wife, *To the Uſe* of the ſaid *S. H.* and *J. V.* their Executors, *&c.* and during the full Time and Term of 1000 Years, without Impeachment of or for any Manner of Waſte, on the Truſts therein and herein after mentioned; and after the End, Expiration, or other ſooner Determination of the ſaid Term of 1000 Years, *To the Uſe* of the ſaid Sir *T. S. S.* for his Life, Remainder to Truſtees during his Life to preſerve contingent Remainders, Remainder to the firſt and other Sons of the ſaid Sir *T. S. S.* in Tail Male, with divers Remainders over; *And as* for, touching and concerning the ſaid Term of 1000 Years, limited to the ſaid *S. H.* and *J. V.* their Executors, *&c. It is by the ſaid reciten Indenture* Tripartite *declared*, that the ſame was ſo limited to them, *Upon Truſt* to raiſe for the younger Children of the ſaid Sir *E. S.* and Dame *A.* his Wife, the Sums following, for the Portions of ſuch younger Children; that is to ſay, In caſe there ſhould be but one ſuch younger Child, then ſuch younger Child to have the Sum of 10000 *l.* for his or her Portion; and in caſe there ſhould be two or more ſuch Children, then ſuch Children to have the Sum of 15000 *l.* for their Portions, to be paid as the ſaid Sir *E. S.* ſhould appoint; and in Default of ſuch Appointment, the ſaid Sum of 15000 *l.* to be paid to ſuch Children, Share and Share alike, at their reſpective Ages of 18 Years or Days of Marriage, which ſhould firſt happen; *And on further Truſt* to raiſe Maintenance for ſuch Children, not exceeding the Intereſt of their Portions; and in the ſaid Indenture *Tripartite*, it was *provided*, that if the ſaid Sir *E. S.* ſhould leave unto ſuch Child or Children, any Lands or Tenements, Goods or Chattels, or ſhould in his Life-time advance them, by and with any Sum or Sums of Money, then ſuch Sum or Sums of ——, and the Value of ſuch Lands, Tenements, Goods and Chattels, ſhould be accounted as Part of their ſaid Portions, and in the ſaid Indenture *Tripartite*, is contained a *Power* enabling the ſaid Sir *T. S. S.* when he ſhould be in the actual Poſſeſſion of the aforeſaid Manors and Premiſſes, to aſſign, limit or appoint, unto or to the Uſe of any Woman or Women, which he ſhould marry, for the Life of ſuch Woman for her Jointure, all or any Part or Parts of the ſame Manors and Premiſſes, whereof he ſhould be ſo in Poſſeſſion as aforeſaid, as in and by, *&c.* (Relation, *&c.* (**And whereas** by Indenture *Tripartite*, bearing Date 30 *April*, *&c.* and made, *&c. Between* the ſaid Sir *T. S. S.* of the firſt Part, *H. S.* and *A. S.* Siſters of the ſaid Sir *T. S.* and Daughters of the ſaid Sir *E. S.* of the ſecond Part, and the ſaid *S. H.* of the third Part, (after reciting the herein before recited Indentures of Leaſe and Releaſe, or to the ſame Effect as they are herein before recited) and that the ſaid Sir *E. S.* was dead, without making any Appointment touching the ſaid Sum of 15000 *l.* and left three young Children, (to wit) the ſaid *H. S. A. S.* and *E. S.* and that the ſaid *H. S.* and *A. S.* were become intitled to 5000 *l.* a-piece, and the ſaid *E. S.* to ſo much Money, as together with the Copyhold Eſtate after mentioned, would make up the Sum of 5000 *l.* which ought to be raiſed out of the ſaid Premiſſes, limited to the ſaid *S. H.* and *J. V.* for 1000 Years as aforeſaid; and alſo that the ſaid *J. V.* was then dead, and that the ſaid *H. S.* and *A. S.* had ſeverally attained their Ages of 21 Years, and that the ſaid Sir *T. S. S.* had paid, or to their good Liking ſecured to them reſpectively the Sum of 5000 *l.* a-piece for their Portions, and that the ſaid Sir *E. S.* had left certain Copyhold Lands to deſcend to the ſaid *E. S.* who then was, (and now is) under Age, of the Value of 2500 *l.* or thereabouts, ſo that it was preſumed there was only 2500 *l.* due and to be raiſed for him, and that the ſaid Sir *T. S. S.* was deſirous to have it in his own Power to make a Jointure upon any Woman whom he ſhould think fit to marry, and that the ſaid Dame *A. S.* was content to join in any ſuch Marriage Settlement, and that in regard the ſaid Sir *T. S. S.* was not in the actual Poſſeſſion of the ſaid Premiſſes, he having only a Remainder expectant on the Determination of the ſaid Term of 1000 Years, he could not by the Rules of Law make a Jointure on his Marriage with any Perſon, and therefore had deſired the ſaid *S. H.* (the ſaid *J. V* his Co-Truſtee being dead) to ſurrender Part of the ſaid Premiſſes to the ſaid Sir *T. S. S.* leaving a competent Part of the ſaid Premiſſes to anſwer and raiſe the ſaid Sum of 5000 *l.* or ſo much thereof as ſhould

99 Years Term in Part of Premiſſes.

1000 Years Term in other Part.

Declaration as to the 1000 Years.

Portions for younger Children.

Proviſo, that when in actual Poſſeſſion, to appoint, *&c.*

Sir *E. S.* dead without Appointment.

Two Daughters of Age, the Portions ſecured.

Sir *T. S. S.* mindful to make a Jointure, but could not, therefore deſired Truſtees to ſurrender Part of Premiſſes.

be

Agreement to surrender.

be due to the ſaid *E. S.* and that the ſaid *S. H.* had agreed to ſurrender the greateſt Part of the ſaid Manors and Premiſſes to the ſaid Sir *T. S. S.* and that the Meſſuages, *&c.* called, *&c.* ſituate, *&c.* were to continue in the ſaid *S. H.* for the Reſidue of the ſaid Term of 1000

Reſt to anſwer the other Purpoſes.

Years, to anſwer ſuch Sum or Sums of Money, as were or ſhould be due to the ſaid *E. S.* and to indemnify the ſaid *S. H.* and that in Conſideration thereof the ſaid Sir *T. S. S.* had agreed to ratify and confirm the ſaid laſt mentioned Meſſuages, *&c.* to the ſaid *S. H.* for the Reſidue of the ſaid Term of 1000 Years on the Truſts therein and herein after mentioned; *It is witneſſed*, that as well in Performance of the ſaid Agreement, as in Conſideration of the Sum of 5*s.* paid by the ſaid Sir *T. S. S.* to the ſaid *S. H.* he the ſaid *S. H.* by the Direction of the ſaid *H. S.* and

Surrender.

A. S. did ſurrender and yield up to the ſaid Sir *T. S. S.* the ſaid Manors, *&c.* except, *&c. To hold* the ſaid Manors, *&c.* thereby ſurrendered or intended ſo to be, with their Rights, Members and Appurtenrnces, (except as therein before excepted) unto the ſaid Sir *T. S. S.* his Heirs and Aſſigns, from thenceforth for the Reſidue of the ſaid Term of 1000 Years then to come.

Confirmation of Premiſſes excepted.

And it is further witneſſed, that the ſaid Sir *T. S. S.* in Performance of the ſaid Agreement, and for 10*s.* paid by him to the ſaid *S. H.* did ratify and confirm the ſaid Meſſuages, *&c.* thereby excepted, ſituate, *&c.* unto the ſaid *S. H.* his Executors, *&c.* for the then Reſidue of the ſaid Term of 1000 Years, (*ſans Waſte*) upon theſe Truſts, (that is to ſay) upon Truſt for

Upon Truſts.

raiſing of ſuch Sum and Sums of Money, to and for the ſaid *E. S.* as at his Age of 21 Years, or before that Time, ſhall be due to him by virtue of the ſaid recited Indenture of Releaſe, and the Truſts thereby declared touching the ſaid Term of 1000 Years, and after raiſing and paying the ſame, and the Coſts, Charges and Expences which ſhall be occaſioned by the raiſing thereof, or in the Execution of the Truſts by the ſame Indenture *Tripartite*, *&c.* and by the ſaid Indenture of Releaſe in the ſaid *S. H.* repoſed, then upon Truſt to indemnify the ſaid *S. H.* his Executors, *&c.* from all ſuch Coſts, Charges, Damages and Expences, as he ſhould be put unto, bear, pay or ſuſtain, for or by Reaſon of the making ſuch Surrender as aforeſaid, or otherwiſe relating thereunto, and after ſuch Indemnification, then upon ſuch other Truſts, and to ſuch Uſes, Intents and Purpoſes, and ſubject to ſuch Reſtrictions, Proviſoes, Conditions and Agreements, as in the ſaid Indenture of Releaſe are declared or expreſſed touching the ſaid Term of 1000 Years: **And whereas** by Indenture bearing Date (1 *July*) *&c.* made, *&c.* between the ſaid Dame *A. S.* of the one Part, and the ſaid Sir *T. S. S.* of the other Part, after mentioning therein the herein before recited Indentures of Leaſe and Releaſe, and all the ſaid Uſes in the ſame Indenture of Releaſe limited ſubſequent to the ſaid Uſe for 99 Years, and the ſaid Power enabling the ſaid Sir *T. S. S.* when in actual Poſſeſſion of the Premiſſes, to make ſuch Limitation as aforeſaid, to any Woman he ſhould marry, for her Jointure, and that he was deſirous to have it in his Power to make a Jointure upon any Woman he ſhould think fit to marry, and that the ſaid Dame *A. S.* was content to join in ſuch Marriage Settlement, and that in regard the ſaid Sir *T. S. S.* was not in the actual Poſſeſſion of the ſaid Premiſſes, he having only a Remainder expectant on the Determination of the Eſtate for Life of the ſaid Dame *A. S.* and of the ſaid Term of 1000 Years, he could not by the Rules of Law by virtue of the ſaid Power, ſettle a Jointure on his Marriage with

Another Surrender.

any Woman, and that therefore the ſaid *S. H.* (the ſaid *J. V.* his Co-Truſtee being dead,) *Had* ſurrendered unto the ſaid Sir *T. S. S.* the ſaid Manors, *&c.* (excepting out of the ſame Surrender ſeveral Meſſuages, *&c.* which are no Part of the Meſſuages, *&c.* in the ſame Indenture of the firſt of *July* laſt paſt mentioned and intended to be thereby ſurrendered, and that by Means of ſuch Surrender from the ſaid *S. H.* the ſaid Sir *T. S. S.* was become ſeiſed of an Eſtate for his Life in Remainder, immediately expectant upon the Determination of the Eſtate of the ſaid Dame *A. S.* for her Life;) *It is witneſſed* that for the Conſideration therein mentioned, and for enabling the ſaid Sir *T. S. S.* to be in the actual Poſſeſſion of the ſaid Hereditaments and Premiſſes, there being then no other Eſtate in the ſaid Premiſſes precedent to the Remainder of the ſaid Sir *T. S. S.* than the Eſtate of the ſaid Dame *A. S.* for her Life, ſhe the ſaid Dame *A. S.* at the Requeſt, by the Direction and with the Acceptance of the ſaid Sir *T. S. S.* did * ſurrender and deliver up unto the ſaid Sir *T. S. S.* the ſame Manors, *&c.* as are herein after mentioned or intended to be hereby aſſigned, limited and appointed, (being Parcel of the ſaid Manors, Hereditaments and Premiſſes, by the ſaid Indentures of Leaſe and Releaſe conveyed as aforeſaid) and the Reverſion, *&c.* and all her Eſtate, *&c. To hold*, *&c.* unto the ſaid Sir *T. S. S.* and his Aſſigns, to his and their own Uſe and Benefit, for and during the natural Life of the ſaid Dame *A. S.* as in, *&c.* Relation, *&c.* reſpectively, *&c.* **And**

Now Sir *T. S. S.* has Power to appoint.

whereas the ſaid Sir *T. S. S.* by virtue of the ſaid recited Indenture *Tripartite* of Releaſe, and of the two ſaid recited Deeds of Surrender, is in the actual Poſſeſſion of the ſaid Manors, *&c.* herein after mentioned and intended to be hereby aſſigned, limited and appointed, and

* Several Surrenders of the Under-Tenants Leaſes to be made, and ſeveral Parts of the Lady *S.*'s Surrender, and of the Truſtees of the Term of 1000 Years to be made, and a Set of them to be kept by the young Lady's Truſtees.

hath

hath Power to assign, limit and appoint the same as herein after is mentioned: **And whereas** a Marriage is intended, &c. between the said Sir *T. S. S.* and *C. D.* and her Fortune or Portion is the Sum of 8000 *l.* consisting of the Sum of 3000 *l.* ready Monies, and in —— Stock estimated to be now of the value of 5000 *l.* **Now this Indenture witnesseth,** that in Consideration of the said intended Marriage, and for and in Consideration of the Sum of 3000 *l.* of lawful Money of *Great Britain*, (Part of the said Sum of 8000 *l.*) by, &c. to the said Sir *T. S. S.* in Hand paid, at, &c. the Receipt, &c. and in Consideration of the said —— Stock of the Value of 5000 *l.* (Residue of the said Sum of 8000 *l.*) which are or are intended to be transferred to —— upon such Trusts, and for such Intents and Purposes, as are or are intended to be declared and expressed of and concerning the same, in and by one Indenture *Quadripartite* (already ingrossed) bearing or intending to bear even Date with these Presents, and made or mentioned or intended to be made between, &c. **He** the said Sir *T. S. S.* in Pursuance and by Virtue of his said Power to assign, limit and appoint the Manors, &c. herein after mentioned, and in Pursuance and by Virtue of all and every other Power and Powers, enabling him the said Sir *T. S. S.* hereunto, or which is or are any ways given, reserved, or belonging to him, or is or are any Ways vested in him the said Sir *T. S. S.* **Hath** assigned, limited and appointed, and by these Presents **Doth** assign, &c. unto the said *C. D.* **All** that the Manor of, &c. and the Reversion and Reversions, &c. **To have and to hold** the said Manors, &c. herein before mentioned or intended to be hereby assigned, limited and appointed, with their and every of their Rights, Members and Appurtenances, unto the said *C. D.* from and after the Solemnization of the said intended Marriage, and the Death of the said Sir *T. S. S.* her intended Husband, for and during the Term of her natural Life, for her Jointure, and in Lieu and Bar of all Dower or Thirds, Title of Dower or Thirds, which she the said *C. D.* shall or may have or claim of, in, or out of any of the Manors, &c. whereof the said Sir *T. S. S.* shall at any Time during the intended Coverture between him and the said *C. D.* be seised of any Estate of Inheritance; and the said Sir *T. S. S.* for himself, &c. doth covenant, &c *(Covenants that he has Power to appoint, for peaceable Enjoyment, and for further assurances.* Vide Tit. **Covenants.**) **In Witness,** &c.

Marriage.

Consideration of Marriage Portion.

Appointment

to *C. D.* the intended Wife,

after Death of Sir *T. S. S.* her intended Husband in lieu of Dower.

Of a Jointure by Virtue of a Will.

To all Persons to whom, &c. I *P. B.* late of, &c. (eldest Son and Heir apparent of *J. B.* of, &c. and Devisee for Life named in the last Will and Testament of *P. B.* late or heretofore of, &c. deceased) send Greeting. **Whereas** the said *P. B.* deceased, being seised in Fee of the Manor of, &c. *And* being so seised and possessed, *He* the same *P. B.* by his said Will duly executed bearing Date, &c. gave and devised all his said Manors, &c. whatsoever and wheresoever, unto *M. A.* Esq; and *W. A.* Gent. and their Heirs, to the several Uses, upon the Trusts, Intents and Purposes therein and herein after mentioned and expressed, *viz. To the Use* of his the Testator's first and other Sons in Tail Male successively, with Remainder to his Cousin *J. B.* for his Life, being the herein above named *J. B.* (with Remainder to the said Trustees, &c.) with Remainder to his Son *P. B.* (being the first herein above named *P. B.*) for his Life, *With* Power for him from Time to Time to settle, either before or after Marriage, any Part of the said Premisses thereby devised, (other than and except the Lands lying in, &c.) not exceeding the Value of 500 *l.* Sterling *per Annum*, above all Reprizes, (Publick Taxes only excepted) upon any Woman which he the said *P. B.* should take to Wife, for her Life only, for her Jointure, and subject to such Power of making a Jointure as aforesaid; To the Use of the said *M. A.* and *W. A.* and their Heirs, during the Life of the said *P. B.* the Son, in Trust, to preserve the contingent Uses therein after limited; with Remainder to the first and other Sons of the said *P. B.* in Tail Male successively, with other Remainders over, *As* by the said Will, duly proved by the Executors thereof, (Relation being thereunto had) more fully may appear: **And whereas** the said *P. B.* the Testator dying without leaving any Issue Male of his Body living, or born after his Death, the above named *J. B.* by Virtue of the Limitations in his said recited Will, is now in the Possession of the said thereby devised Manors, &c. and Premisses, and is intitled to the Rents, Issues and Profits thereof, during his natural Life; and from and after his Death, the said *P. B.* his Son (in Case he him survive) will also, by Virtue of the said Will, be intitled to the Possession of the said Manors, &c. and Premisses, and the Rents, Issues and Profits thereof during his natural Life, with Power for him now, or at any Time hereafter, to settle a Jointure thereout on any Wife he has or shall marry, in such Manner as therein and herein above is mentioned; *Which* Power has not yet been executed and performed by the said *P. B.* **Now know ye, and these Presents witness,** That I the said *P. B.* (Son of the said *J. B.*) **In** Consideration of the Marriage sometime since had and solemnized between me and *A.* my now Wife, and in Consideration thereof, and of the

The Answer.

P. B. seised; his Will.

P. B. died without Issue, *J. B.* seised by the Limitations in the said Will.

Appointment of a Jointure.

real Love and Affection which I have for the ſaid *A.* my Wife, and to the End and Intent to make a Proviſion for her future Support and Maintenance, (in Caſe ſhe ſhall ſurvive and out-live my Father and me the ſaid *P. B.* her Husband) and for divers other good and valuable Cauſes and Conſiderations me hereunto eſpecially moving, I the ſaid *P. B.* (Son of the ſaid *J. B.*) in Purſuance of and by Virtue of the ſaid Power to me given in and by the ſaid recited Will of the ſaid *P. B.* (the Teſtator) and of all and every the Power and Powers and Authorities whatſoever to me in any wiſe given, reſerved and belonging, have ſettled, limited, directed and appointed, and by this my preſent Deed or Writing (by me ſigned, ſealed and delivered in the Preſence of —— three credible Witneſſes, whoſe Names are hereon ſubſcribed) do ſettle, direct, limit and appoint unto the ſaid *A.* my now Wife, as and for her Jointure, during her natural Life, the Sum of 500 *l.* Sterl. *per Annum*, above all Reprizes, (Publick Taxes only excepted) to be iſſuing and payable out of all and ſingular the ſaid Manors, *&c.* ſituate in, *&c.* (ſave and except, *&c.*) the ſaid yearly Sum of 500 *l.* to be paid to the ſaid *A.* my Wife, and her Aſſigns, during her natural Life, in full of her Jointure, from and immediately after the ſeveral Deceaſes of the ſaid *J. B.* and the ſaid *P. B.* his Son, and the Survivor of us, and to be paid by equal Half-yearly Payments, (to wit) on *Michaelmas Day* and *Lady-Day* yearly; the firſt of which Half-yearly Payments to begin and be made to my ſaid Wife on ſuch of the ſaid Days as ſhall firſt and next happen after the ſeveral Deaths of the ſaid *J. B.* and me the ſaid *P. B.* his Son and the Survivor of us. In Witneſs, &c.

Appointment by a Husband of ſo much of the Premiſſes mentioned in a Will as ſhall be ſufficient to pay 200 l. per Annum, *after his Death, to his Wife, for her Jointure, in Caſe no other Settlement is made, with a ſpecial Covenant for ſecuring the ſame.*

THIS Indenture, &c. *Whereas*, &c. (*Recital of* T. B.'s *Will*,) Now this Indenture witneſſeth, That he the ſaid *J. B.* (by Virtue and in Purſuance of the Power or Authority to him given or reſerved in and by the ſaid Will of the ſaid *T. B.* as aforeſaid, and of all and every other Power and Powers whatſoever enabling him thereunto, or which is or are any way given, reſerved or belonging to him the ſaid *J. B.*) hath limited, appointed and aſſured, and by this his preſent Deed indented or Writing (ſigned, ſealed and delivered in the Preſence of *A. B.* and *C.* three credible Witneſſes, whoſe Names are hereon indorſed) doth limit, *&c.* unto the ſaid *E.* his Wife, All or ſo much of the ſaid Freehold Meſſuages, *&c.* as in and by the ſaid recited Will of the ſaid *T. B.* are directed to be by his Executors ſo purchaſed and ſettled, to the Uſes and with and under the Power aforeſaid, as ſhall be ſufficient to anſwer and pay one annual Rent of 200 *l.* to her the ſaid *E.* during her Life, clear of all Taxes and Deductions whatſoever; To have and to hold the ſaid hereby limited Meſſuages, *&c.* unto her the ſaid *E.* and her Aſſigns, from and immediately after the Death of the ſaid *J. B.* for and during the Term of her natural Life, at the yearly Rent of a Pepper-Corn only, if demanded, and in full for the Jointure of the ſaid *E.* in ſuch Manner as herein after is mentioned and expreſſed; And to the End, Intent and Purpoſe, for the better and more effectual ſecuring Payment of the ſaid annual or yearly Rent of 200 *l.* unto her the ſaid *E.* and her Aſſigns, during her Life, for her Jointure as aforeſaid, (in Caſe ſhe ſhall ſurvive and outlive the ſaid *J. B.* her Huſband, and in Caſe there ſhall then be no Purchaſe and Settlement made by the ſaid Executors of the ſaid *T. B.* of ſuch Freehold Meſſuages, *&c.* to the Uſes and with the Power in Manner as aforeſaid), then and in ſuch Caſe, he the ſaid *J. B.* doth hereby order, direct and appoint, That (in the Mean Time, and until ſuch Purchaſe ſhall be made by the ſaid Executors of the ſaid *T. B.* of the ſaid Freehold Meſſuages, *&c.* and ſo ſettled to the ſeveral Uſes, and with and under the Power herein before mentioned, limited and expreſſed touching the ſame, as aforeſaid) they the ſaid Executors of the ſaid *T. B.* and the Survivors or Survivor of them, his Executors or Adminiſtrators, ſhall and do from the Time of the Death of the ſaid *J. B.* by and out of the Intereſt and Produce of the Surplus Monies or Reſidue of the ſaid Teſtator's Eſtate ſo remaining in their Hands for purchaſing as aforeſaid, pay, or cauſe to be paid, unto her the ſaid *E.* or her Aſſigns, during her natural Life, the ſaid annual or yearly Rent of 200 *l.* of lawful *Britiſh Money*; the ſame to be paid on the two Half-yearly Feaſt-Days following, (*viz.*) on, *&c.* the firſt of which Half-yearly Payments to begin and be made on ſuch of the ſaid Feaſt-Days as ſhall firſt and next happen after the Death of the ſaid *J. B.* and that the Receipts of her the ſaid *E.* ſhall at all Times be good and ſufficient Diſcharges to them the ſaid Executors for the ſame; which ſaid Settlement ſo to be made as aforeſaid of the ſaid Meſſuages, Lands and Hereditaments herein before limited to her the ſaid *E.* for her Jointure as aforeſaid, of the ſaid annual or yearly Rent of 200 *l.* ſo ſecured and payable to her the ſaid *E.* until ſuch Settlement ſo made in Manner as aforeſaid, (when the ſame ſhall be ſo paid and continue payable

payable in Manner as aforeſaid), is by her the ſaid *E.* hereby taken and accepted to be in full for her Jointure; and the ſame is hereby agreed and declared to be in lieu and bar of all Dower or Thirds, and Title of Dower or Thirds, which ſhe the ſaid *E.* can, ſhall or may at any Time have or claim out of any Manors, Meſſuages, &c. whereof or wherein he the ſaid *J. B.* at any Time during the preſent Coverture between him and the ſaid *E.* his Wife, ſhall be ſeiſed of any Eſtate of Inheritance; **And** the ſaid *J. B.* for himſelf, his Heirs, Executors and Adminiſtrators, **Doth** hereby covenant, promiſe, grant and agree to and with the ſaid —— and ——, their Executors, Adminiſtrators and Aſſigns, That in Caſe no ſuch Purchaſe of all or any of the ſaid Freehold Meſſuages, Lands and Hereditaments, ſhall by the Executors of the ſaid *T. B.* ſo made and ſettled to the ſeveral Uſes, and with and under the Power herein before mentioned, limited and expreſſed, of and concerning the ſame, in Manner as aforeſaid; and that in Caſe no ſuch Settlement ſhall be ſo made, they the ſaid Executors of the ſaid *T. B.* by, with and out of the Intereſt or Produce of the Surplus Monies ſo remaining in their Hands to purchaſe as aforeſaid, ſhall neglect or refuſe to pay the ſaid annual or yearly Rent of 200 *l.* unto her the ſaid *E.* and her Aſſigns, during her Life, in Manner as is by him the ſaid *J. B.* herein before directed and appointed for that Purpoſe; that then and in ſuch Caſe, but not otherwiſe, the Heirs, Executors or Adminiſtrators of him the ſaid *J. B.* ſhall and will (from the Time of the Death of the ſaid *J. B.* and of ſuch Settlement being not made, and in Default of Payment of the ſaid annual Rent by the ſaid Executors for the Jointure of her the ſaid *E.* as aforeſaid) well and truly pay, or cauſe to be paid, unto her the ſaid *E.* and her Aſſigns, during her Life, the ſaid annual or yearly Rent of 200 *l.* on the two Half-yearly Feaſts, and in Manner as is directed and appointed to be paid by the ſaid Executors, in Caſe of no ſuch Settlement made as aforeſaid; and then and in ſuch Caſe alſo (but not otherwiſe) he the ſaid *J. B.* as a further Security for Payment of the ſame annual Sum for the Jointure of her the ſaid *E.* doth hereby ſubject, charge and make chargeable and liable all ſuch Real and Perſonal Eſtate, as he the ſaid *J. B.* ſhall die ſeiſed or poſſeſſed of, to and with the payment of the ſaid annual or yearly Rent of 200 *l.* unto her the ſaid *E.* his Wife and her Aſſigns, for her Uſe during her Life, at the Times and in Manner as aforeſaid. **In Witneſs**, &c.

Appointment of an Eſtate by a Husband to his ſecond Wife, made after Marriage in Conſideration of her Portion, ſubject to a Charge for his Daughter by his firſt Wife, with Power to make Leaſes. Habendum *from his Death for her Life.*

THIS Indenture made **Between** *E. J.* of, &c. Eſq; (one of his Majeſty's Counſel learned in the Law) of the one Part, and *P. J.* of, &c. Eſq; (eldeſt Son and Heir apparent of the ſaid *E. J.*) and *D.* the Wife of the ſaid *P. J.* late *D. C.* Spinſter, of the other Part. **Whereas** by Indenture *Quadripartite*, bearing Date, &c. made upon and before the Intermarriage of the ſaid *P. J.* with *E.* his late Wife deceaſed, (Daughter of Sir *W. B.* of, &c. Bart.) the ſaid *E. J.* **did** convey and ſettle his ſeveral Meſſuages, &c. in the ſame Indenture particularly mentioned, *To the ſeveral Uſes* and upon the ſeveral *Truſts*, and *ſubject* to the Proviſoes, Limitations and Agreements therein limited and declared, of and concerning the ſame: **And whereas** the ſaid *E. J. did* by an Indorſement bearing Date, &c. written upon the back of the ſaid Indenture *Quadripartite* of Settlement, (by and with the Conſent of the ſaid Sir *W. B.* and *C. B.* in Purſuance of the Power to him reſerved and given, in and by the ſaid Indenture of Settlement for that Purpoſe), abſolutely revoke and make void all and every the Uſes, Truſts, Eſtates and Limitations there within limited or declared, of or concerning the ſaid there within mentioned Meſſuages, &c. and every of them (other than and except the there within mentioned Term of 1000 Years, and all the Truſts thereof which was intended to remain and continue in full force for the raiſing and paying of the Sum of 3000 *l.* Portion for *E. J.* the Daughter and only Iſſue of the ſaid *P. J.* by the ſaid *E.* his late Wife, and of the yearly Maintenance there within mentioned and expreſſed, to be provided for her until the ſaid Portion ſhould become payable): **And whereas** by Indenture of Leaſe and Releaſe, the Leaſe bearing Date the Day next before the Releaſe, and the Releaſe being *Tripartite*, and bearing Date, &c. and made between the ſaid *E. J.* (by ſuch Name and Addition as therein is mentioned) of the firſt Part, *T. R.* of, &c. Eſq; (one of his Majeſty's Counſel learned in the Law) and *W. B.* of, &c. Eſq; of the ſecond Part, and the ſaid *P. J.* and. and *W. J.* and *G. J.* (the two younger Sons of the ſaid *E. J.*) of the third Part (reciting as herein before is recited) the ſaid *E. J.* for Conſideration therein mentioned, *did* grant, releaſe and confirm unto the ſaid *T. R.* and *W. B.* (among other Things) the ſeveral Meſſuages, &c. herein after particularly mentioned, and intended to be hereby aſſigned, limited and appointed; *to hold* to the ſaid *T. R.* and *W. B.* and their Heirs, to the ſeveral and reſpective Uſes, Intents and Purpoſes, and upon the Truſts, and under and ſubject to the Proviſoes, Limitations and Agreements, therein

P. J.'s Marriage Settlement, whereby he ſettles an Eſtate to ſeveral Uſes, with Proviſo of Revocation.

Indorſement of Revocation thereon, except, &c.

Confirmation of Uſes.

therein and herein after in Part limited and declared of and concerning the ſame, that is to ſay, To the Uſe of the ſaid *P. J.* for and during the Term of his natural Life, without Impeachment of Waſte, with Remainder to the Uſe of the ſaid *T. R.* and *W. B.* and their Heirs, during the Life of the ſaid *P. J.* to preſerve the contingent Remainders thereof in ſuch Manner as therein is mentioned; with Remainder to the firſt, ſecond and all and every other the Son and Sons of the Body of the ſaid *P. J.* lawfully begotten or to be begotten, and of the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing, in ſuch Manner as therein mentioned, with ſeveral other Remainders over, in Manner as therein alſo is mentioned; in which ſame Indenture *Tripartite* (among other Proviſoes) there is contained a Proviſo to this or the like Effect following, *viz.* **Provided always,** and it is hereby declared and agreed by and between all and every the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *P. J.* by any Writing or Writings under his Hand and ſeal teſtified in the Preſence of, *&c.* (by and with the Conſent of the ſaid *E. J.* if he be then living) and after his Deceaſe, at his own free Will and Pleaſure, to aſſign, limit or appoint ſo much and ſuch Part and Parts of the ſaid Meſſuages, *&c.* as in and by the ſaid in Part recited Indenture *Quadripartite* were limited, in Uſe to the ſaid *E.* the late Wife of the ſaid *P. J.* for her Jointure, as in the whole ſhall not exceed the yearly Value of 250 *l. Subject* to ſuch Leaſes, Charges and Eſtates as ſhall happen to be thereof before made by Virtue of any the Powers in theſe Preſents contained, any or either of them, unto or to the Uſe of any Woman or Women which he the ſaid *P. J.* ſhall happen to marry or take to Wife either before or after ſuch Marriage had, for the Life or Lives of ſuch Wife or Wives only, for her or their Jointure or Jointures; any Thing, *&c.* notwithſtanding, as in and by, *&c.* (amongſt other Things therein contained) Relation, *&c.* **And whereas** a Marriage hath been had and ſolemnized between the ſaid *P. J.* and the ſaid *D.* his Wife: **Now this Indenture witneſſeth,** That for and in Conſideration of the ſaid Marriage ſo had as aforeſaid, and of the Marriage Portion, Part of which he the ſaid *P. J.* hath had and received with the ſaid *D.* and alſo in Conſideration of the natural Love and Affection which he the ſaid *P. J.* hath for and beareth to the ſaid *D.* his Wife, and for ſettling a Jointure and making a Proviſion for her better Support and Maintenance, in caſe ſhe ſhall happen to ſurvive the ſaid *P. J.* her Husband, and for divers other good Cauſes and valuable Conſiderations, him the ſaid *P. J.* thereunto eſpecially moving, **He** the ſaid *P. J.* (in Purſuance and by Virtue of the Power, *&c.* by and with the Conſent of the ſaid *E. J.* teſtified, *&c.*) **Hath** aſſigned, limited and appointed, and by theſe Preſents (by this his Deed or Writing under his Hand and Seal ſigned, ſealed and delivered in the Preſence of —— three credible Witneſſes whoſe Names are hereon indorſed), **Doth** aſſign, *&c.* the ſaid *D. J.* his Wife, **All** thoſe, *&c.* and Appurtenances whatſoever to the ſaid herein before mentioned and intended to be hereby aſſigned and limited Premiſſes belonging or in any wiſe appertaining; **All** which ſaid hereby limited Premiſſes are now of the clear yearly Value of —— Taxes only excepted, and were formerly limited to the ſaid *E.* late Wife of the ſaid *P. J.* for her Jointure, or as Part thereof; **To have and to hold** all and ſingular the herein before mentioned and aſſigned, limited and appointed Meſſuages, *&c.* with their and every of their Appurtenances, from and immediately after the Death of the ſaid *P. J.* unto and to the Uſe of her the ſaid *D. J.* and her aſſigns, for and during the Term of her natural Life only, as and for the Jointure of her the ſaid *D.* and in full Lieu and Bar of all ſuch Dower and Thirds, as the ſaid *D.* can, ſhall or may have or be intitled unto, of, in, to or out of any of the real Eſtate, whereof or wherein the ſaid *P. J.* ſhall at any Time during his Life, be ſeiſed of, intereſted in, or intitled unto; **Subject nevertheleſs** to the ſaid Sum of 3000 *l.* ſecured by the firſt recited Settlement, for *E. J.* Daughter of the ſaid *P. J.* by his firſt Wife, and alſo to ſuch Leaſes, Charges and Eſtates as ſhall happen to be thereof made, by Virtue of any of the Powers in the ſaid laſt in Part recited Indenture *Tripartite* contained. **Provided always,** and it is hereby expreſly agreed and declared by and between all the Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *D. J.* (when and as ſhe ſhall be in the actual Poſſeſſion of the before mentioned Hereditaments and Premiſſes, by Virtue of the Limitation aforeſaid, from Time to Time during her Life, by any Deed or Deeds indented under her Hand and Seal, to be by her duly executed from Time to Time, to make any Leaſe or Leaſes in Poſſeſſion, but not in Reverſion or Remainder, or by way of future Intereſt, of all or any Part of the ſaid hereby limited and appointed Hereditaments and Premiſſes, whereof ſhe ſhall be ſo in Poſſeſſion as aforeſaid, unto any Perſon or Perſons for any Term or Number of Years not exceeding 21, ſo as no ſuch Leaſe, by any expreſs Words therein to be contained, be made diſpuniſhable of Waſte, and ſo as upon all and every ſuch Leaſe and Leaſes there be reſerved to continue payable, during the Continuance thereof reſpectively, the beſt and moſt improved yearly Rents that can be reaſonably had or obtained for the ſame, without taking any Sum or Sums of Money, or other Thing or Things by way of Fine or Income for the ſame, and ſo as in every ſuch Leaſe there

Proviſo for *P. J.* to make Appointment

Subject to Leaſes, *&c.*

A Marriage had.

Conſideration.

Appointment.

Parcels.

Habendum.

Subject to 3000 l. ſecured by the recited Settlements, and to Leaſes, *&c.* for the Daughter of the firſt Marriage.

Power for the ſecond Wife to make Leaſes for 21 Years.

there be contained a Clauſe of Re-entry for Non-payment of the Rent or Rents thereby to be reſerved, and ſo as the Leſſee and Leſſees, to whom ſuch Leaſe or Leaſes ſhall be made as aforeſaid, ſeal and deliver a Counterpart or Counterparts of ſuch Leaſe and Leaſes reſpectively to be made as aforeſaid. **Provided always**, and laſtly it is hereby expreſly agreed and declared by and between all the Parties hereto, and the true Intent and Meaning of them and of theſe Preſents, is, that it ſhall and may be lawful to and for the ſaid *P. J.* at any Time or Times hereafter during his Life, with the Conſent of the ſaid *D.* his Wife in Writing, teſtified by two or more Witneſſes, but not otherwiſe, by any Deed or Deeds, Writing or Writings to be by him ſealed and delivered in the Preſence of two or more credible Witneſſes, to revoke, alter, annul or make void theſe Preſents; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. **In Witneſs**, &c.

Proviſo that the Husband by the Wife's Conſent may revoke this Deed.

Appointment and Grant, by an intended Husband on an intended Wife, of a Jointure, in Conſideration of her covenanting to levy a Fine, &c. when of Age, by her Guardian's Conſent, of her Eſtate, &c. to ſeveral Uſes, &c. with Proviſo to be void if no ſuch Fine, &c. levied.

THIS Indenture Quinquepartite made, *&c.* **Between** the Right Honourable *P. H.* Lord *O.* commonly called Lord Marquis of *C.* eldeſt Son and Heir apparent of the moſt Noble *P.* Duke of *L.* who is the only Son and Heir of the moſt Noble *T.* late Duke of *L.* deceaſed, of the firſt Part, Dame *J. P.* Widow and Relict of Sir *T. P.* Bart. deceaſed, and formerly the Wife of *R. H.* late of, *&c.* Eſq; deceaſed, of the ſecond Part, *J. H.* Spinſter, one of the two Daughters and Coheirs of the ſaid *R. H.* by the ſaid Dame *J. P.* of the third Part, the Honourable *R. P* Eſq; one of the Barons of his Majeſty's Court of Exchequer at *Weſtminſter*, *G. T.* of, *&c.* Eſq; and *H. B* of, *&c.* Eſq; of the fourth Part, and the Right Honourable *N.* Earl of *S.* the Right Honourable *E.* Earl of *O.* and Earl *M.* and *W.* Lord *C.* Baron *C.* of *H. M.* of the fifth Part. **Whereas** by Indenture *Tripartite* bearing Date on, *&c.* and made, *&c.* between the ſaid *T.* late Duke of *L.* ſince deceaſed, of the firſt Part, the Hon. *J. B.* of, *&c.* Eſq; and the Honourable *J. H.* of, *&c.* Eſq; of the ſecond Part, and the Right Honourable *M.* Earl of *A.* the Right Reverend Father in God *P.* Lord Biſhop of *St D.* and *R. F.* the Younger of, *&c.* Eſq; of the third Part, *Divers* Manors, *&c.* are therein ſettled, limited and conveyed for ſeveral Eſtates, and to divers Uſes, Intents and Purpoſes, and ſubject to ſeveral Proviſoes, Conditions and Agreements therein mentioned and expreſſed; *in which* ſaid in Part recited Indenture there is contained a Proviſo, that it ſhould and might be lawful to and for the ſaid *P. H.* commonly called Lord *D.* and now Lord *O.* commonly called Lord Marquis of *C.* (Party to theſe Preſents) from Time to Time and at any Time thereafter, being intitled to the immediate Freehold of the Manors, *&c.* limited in Uſe to him for his Life, by Virtue of any Limitations in the ſaid in Part recited Indenture, and not before, or otherwiſe by his Indenture or Writing or Writings under his Hand and Seal, atteſted by three or more credible Witneſſes, to aſſign, limit or appoint any Part of the ſaid Manors, *&c.* (other than and except, *&c.* whereof he ſhould be ſo intitled to the immediate Freehold, by Virtue of any the Limitations before in the ſaid in Part recited Indenture contained, (*ſubject* to ſuch Charges, Leaſes and Eſtates as were thereby limited, or as ſhould happen to be thereof before made or granted by Virtue of the Powers in the ſaid in Part recited Indenture compriſed, or any of them), unto and to the Uſe of any Woman or Women which the ſaid *P. H. O.* then commonly called Lord *D.* now Lord *O.* commonly called Lord Marquis of *C.* at any Time thereafter ſhould happen to marry or take to Wife or Wives, for the Life or Lives of ſuch Wife or Wives only for her or their Jointure or Jointures, ſo as ſuch Part of the ſaid Premiſſes ſo to be aſſigned, limited or appointed, unto or to the Uſe of ſuch Woman or Women as aforeſaid, by the ſaid *P. H. O.* then commonly called Lord *D.* now Lord *O.* commonly called Lord Marquis of *C.* ſhould not, at the Time of ſuch Aſſignment, Limitation or Appointment made, exceed the yearly Value of 1500 *l.* any Thing in the ſaid in Part recited Indenture contained to the contrary in any wiſe notwithſtanding: **And whereas** the ſaid *J. H.* as one of the two Daughters and Coheirs of the ſaid *R. H.* her late deceaſed Father, or otherwiſe, is lawfully ſeiſed in her Demeſne as of Fee-ſimple, Fee-tail, or ſome other good Eſtate of Inheritance, of and in one undivided Moiety of all and ſingular the Manors, *&c.* of her ſaid late Father at the Time of his Death, or which have otherwiſe accrued or been derived unto, or veſted in her: **And whereas** a Marriage is by the Grace of God intended ſhortly to be had and ſolemnized between the ſaid Marquis of *C.* and the ſaid *J. H.* but in regard the ſaid *J. H.* hath not fully attained her Age of 21 Years, ſhe the ſaid *J. H.* by Reaſon of ſuch her Minority, is at preſent unable to make any Settlement or Conveyance of her real Eſtate: **Now this Indenture witneſſeth**, That in Conſideration of the

Parties.

Recital of a Settlement.

Power for Lord Marquis of *C.* to make an Appointment.

J. H. ſeiſed of a moiety of her Father's Eſtate.

Marriage Intended between Marquis of *C* and *J. H.* who is a Minor.

Conſideration.

Covenant with Conſent of her Guardian to levy a Fine or Recovery,

the ſaid intended Marriage, and of the Proviſion hereby made or agreed to be made by the ſaid Lord Marquis of *C.* for the ſaid *J. H.* (in caſe the ſaid intended Marriage ſhall take effect), and for the Iſſue of the ſaid intended Marriage, (in caſe there ſhall happen to be any ſuch Iſſue), the ſaid *J. H.* by and with the Conſent and Approbation of the ſaid Dame *J. P.* her Mother and Guardian, (teſtified by her being Party to, and her Sealing and Delivery of theſe Preſents), **Doth** for herſelf and her Heirs, covenant and agree with the ſaid *N.* Earl of *S. E.* Earl of *O. E. M.* and *W.* Lord *C.* their Heirs, Executors and Adminiſtrators, that if the ſaid intended Marriage ſhall take effect, and the ſaid *J. H.* ſhall attain her Age of 21 Years, that then the ſaid *J. H.* ſhall within the Space ſix Months after her attaining her ſaid Age of 21 Years, at the proper Coſts and Charges, and after the reaſonable Requeſt of the ſaid Lord Marquis of *C.* his Heirs, Executors or Adminiſtrators, join with the ſaid Lord Marquis of *C.* or in caſe of his Death, ſhall alone execute one or more Fine or Fines, Recovery or Recoveries, and any other proper and reaſonable Conveyance or Conveyances, Aſſurance or Aſſurances whatſoever, as ſhall be reaſonably adviſed by the Counſel learned in the Law of the ſaid Lord Marquis of *C.* his Heirs, Executors or Adminiſtrators, for the conveying and aſſuring of all her ſaid Moiety of the ſaid Manors, *&c.* and all her real Eſtate of or to which ſhe is any ways ſeiſed or intitled unto, and to the Uſe of the ſaid Lord Marquis of *C.* his Heirs and Aſſigns for ever; **Subject nevertheleſs** in the firſt Place to and for, and chargeable with the Payment of the Principal Sum of 12000 *l.* and the Intereſt thereof due or to grow due to the Right Honourable *T.* Lord *T.* his Executors, Adminiſtrators or Aſſigns, on two Mortgages of the Manors, *&c.* compriſed and ſettled in and by one Indenture *Quinquepartite*, bearing even Date with theſe Preſents, and for the Exonerating, Diſincumbring and Diſcharging of the ſame Manors and Premiſſes of and from the ſame Mortgage, in caſe the ſame ſhall not before that Time be diſcharged by the ſaid Lord Marquis of *C.* his Heirs, Executors or Adminiſtrators. **And this Indenture further witneſſeth,** That for and in Conſideration of the ſaid intended Marriage, and in Conſideration of the ſaid Conveyance, Settlement and Aſſurance, ſo covenanted and agreed to be made by the ſaid *J. H.* of her real Eſtate, upon the ſaid Lord Marquis of *C.* and his Heirs, in Manner as aforeſaid; and for the making a private and ſeparate Proviſion for the private and perſonal Expence of her the ſaid *J. H.* from and after the Celebration of the ſaid intended Marriage, during the joint and natural Lives of them the ſaid Marquis of *C.* and the ſaid *J. H.* wherewith he the ſaid Marquis of *C.* then ſhall not or may not intermeddle; and to the Intent and Purpoſe that a competent Jointure may be made and ſecured unto and for the ſaid *J. H.* for and during the Term of her natural Life, in caſe ſhe the ſaid *J. H.* ſhall happen to ſurvive him the ſaid Marquis of *C.* and in full Bar and Satisfaction of all Dower and Right and Title of Dower, or Thirds at Common Law, which ſhe the ſaid *J. H.* may or can have, claim, or at any Time hereafter demand of, in, unto, or out of any the Manors, *&c.* of which the ſaid Marquis of *C.* now is, or hereafter ſhall be ſeiſed of any Eſtate of Inheritance; and in Conſideration of 5 *s.* to him the ſaid Marquis of *C.* at or before the Sealing and Delivery of theſe Preſents, paid by the ſaid *R. B. G. T.* and *H. B.* the Receipt whereof is hereby acknowledged, and for divers other good Cauſes and Conſiderations him thereunto eſpecially moving, he the ſaid *P. H.* Lord *O.* commonly called Lord Marquis of *C.* **Hath** granted, bargained and ſold and demiſed, and by theſe Preſents, **doth,** *&c.* to the ſaid *R. P. G. T.* and *H. B.* their Executors, Adminiſtrators and Aſſigns, all and ſingular thoſe Fee-Farm Rents of the ſaid *P. H.* Lord *O.* commonly called Lord Marquis of *C.* ariſing, iſſuing and coming out of the ſeveral Manors, *&c.* and which Fee-Farm Rents are particularly mentioned in a Schedule hereunto annexed, and all and every Sum and Sums of Money due and payable *Nomine pœnæ*, and other Forfeitures, Benefits and Advantages whatſoever accruing or which may accrue, to be due and payable for or by Reaſon of the Non-payment of the ſaid ſeveral Rents, any or either of them, and all Powers and Authorities of Entry and Diſtreſs, as well for the Recovery of the ſaid Rents, any or either of them, as of the ſaid *Nomine pœnæ* and other Forfeitures for Non-payment of them, or any or either of them, and all other Powers, Authorities, Privileges and Advantages whatſoever, as well for the Recovering as for the Acquitting and Diſcharging the ſame; **To have and to hold** the ſaid Fee-Farm Rents, and all and ſingular other the hereby demiſed or mentioned, or intended to be hereby demiſed Premiſſes, to the ſaid *R. P. G. T.* and *H. B.* their Executors, Adminiſtrators and Aſſigns, for and during the Term of 99 Years, if the ſaid *P. H.* Lord *O.* commonly called Lord Marquis of *C.* and the ſaid *J. H.* ſhall jointly ſo long live, upon the Truſts and to and for the Intents and Pupoſes herein after mentioned and declared, of, for and concerning the ſame, and to and for no other Uſe, Intent, Purpoſe or Purpoſes whatſoever. **And this Indenture further witneſſeth,** That the ſaid *P. H.* Lord *O.* commonly called Lord Marquis of *C.* being now ſeiſed of and intitled unto the immediate Freehold of the Manor, and ſeveral Fee-Farm Rents herein after mentioned, for the Conſiderations herein before mentioned, and in Purſuance and by Virtue of the ſaid Power in the ſaid in Part recited Indenture reſerved

for aſſuring her Moiety to her now intended Huſband.

Subject, *&c.*

In Conſideration thereof, Lord Marquis of *C.*

grants Fee-Farm Rents, *&c.*

Appointments

ſerved as aforeſaid, and of all and every other Power, Authority, Right or Intereſt in him veſted or to him limited or reſerved, hath granted, aſſigned, limited and appointed, and by theſe Preſents doth grant, &c. to the ſaid *J. H.* and her Aſſigns, all thoſe the ſaid Fee-Farm Rents, &. and alſo all that the Manor of, &c. which ſaid Fee-Farm Rents and Manor of, &c. and other the Premiſſes hereby aſſigned, limited and appointed, in the whole do not now exceed the yearly Value of 1500 *l.* **To have and to hold** the ſaid Fee-Farm Rents, Manors, Lands, Tenements, Hereditaments, and other the hereby granted, aſſigned, limited and appointed, or mentioned or intended to be hereby granted, aſſigned, limited and appointed Premiſſes, unto the ſaid *J. H.* for and during the Term of her natural Life, to commence from and immediately after the Deceaſe of the ſaid Lord Marquis of *C.* as and for the Jointure of her the ſaid *J. H.* in caſe ſhe ſhall ſurvive him the ſaid Lord Marquis of *C.* and in full Bar and Satisfaction of all Dower and Right and Title of Dower, or Thirds at Common Law, which ſhe the ſaid *J. H.* may or can at any Time hereafter have, claim or demand of, in or out of any the Manors, Meſſuages, Lands, Tenements or Hereditaments, of which the ſaid Marquis of *C.* now is, or at any Time hereafter ſhall be ſeiſed of any Eſtate of Inheritance. **And** the ſaid *P.* Lord *O.* commonly called Lord Marquis of *C.* **doth** hereby for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, covenant and grant to and with the ſaid *R. P. G. T.* and *H. B.* their Executors and Adminiſtrators by theſe Preſents, that the ſaid Fee-Farm Rents, Manors, Lands, Tenements and other the Premiſſes herein and hereby granted, aſſigned, limited and appointed, or mentioned or intended to be hereby granted, aſſigned, limited and appointed, unto the ſaid *J. H.* as and for her Jointure as aforeſaid, ſhall from and after the Death of the ſaid Marquis of *C.* by the Heirs, Executors or Adminiſtrators of the ſaid Marquis of *C.* be freed and cleared from all Manner of Taxes, Deductions or Abatements, aſſeſſed or to be aſſeſſed by Parliament or otherwiſe howſoever, during the Term of the natural Life of the ſaid *J. H.* **And as for and concerning** the ſaid Eſtate and Term of 99 Years herein before granted to the ſaid *R. P. G. T.* and *H. B.* their Executors, Adminiſtrators and Aſſigns, (if the ſaid *P. H.* Lord *O.* commonly called Lord Marquis of *C.* and the ſaid *J. H.* ſhall ſo long jointly live); **It is agreed and declared** by all and every the ſaid Parties to theſe Preſents, that the ſame is ſo limited to them **upon Truſt**, and to the Intent and Purpoſe, that the ſaid *R. P. G. T.* and *H. B.* their Executors, Adminiſtrators and Aſſigns, until the ſaid intended Marriage ſhall take Effect, ſhall and do permit and ſuffer the ſaid Marquis of *C.* and his Aſſigns, to receive the Rents, Iſſues and Profits of the Fee-Farm Rents and Premiſſes to them demiſed for the ſaid Term of 99 Years as aforeſaid, to his and their ſole Uſe and Benefit, and from and after the Solemnization of the ſaid intended Marriage, **upon Truſt** during the joint Lives of the ſaid *P. H.* Lord *O.* commonly called Lord Marquis of *C.* and the ſaid *J. H.* by and out of the Rents, Iſſues and Profits of the ſame Premiſſes ſo demiſed to them for 99 Years, as aforeſaid, to raiſe the yearly Rent or Sum of 500 *l.* of lawful Money of *Great Britain*, free and clear of all Taxes, Deductions or Abatements, aſſeſſed or to be aſſeſſed by Parliament, or otherwiſe howſoever, and to diſpoſe of the ſame not unto the ſaid Marquis of *C.* or to any other Perſon or Perſons by his Direction or Appointment; but to pay the ſame by Quarterly Payments, at the four moſt uſual Days of Payment in the Year, That is to ſay, the Feaſt of, &c. by equal Portions, to ſuch Perſon or Perſons only, and to and for ſuch Uſes, Intents and Purpoſes only, and only in ſuch Manner as the ſaid *J. H.* by any Note or Writing under her Hand, notwithſtanding her Coverture, ſhall direct and appoint, and ſhall not diſpoſe thereof, or any Part thereof, in any other Manner or to any other Uſe, or by any other Direction or Appointment whatſoever; the ſame being intended to be unto her the ſaid *J. H.* during the joint natural Lives of him the ſaid Marquis of *C.* and the ſaid *J. H.* as a private and ſeparate Proviſion for her own private and perſonal Expences, wherewith the ſaid Marquis of *C.* ſhall not nor may not at all intermeddle; the firſt Payment thereof to begin and to be made on the Feaſt of St. *John* the Baptiſt next enſuing the Solemnization of the ſaid intended Marriage, and ſhall diſpoſe of the Reſidue of the Rents, Iſſues and Profits of the ſame Premiſſes, over and above the ſaid yearly Sum of 500 *l.* unto the proper Hands of the ſaid Marquis of *C.* or to ſuch Perſon or Perſons as he the ſaid Marquis of *C.* ſhall from time to Time direct and appoint. **And it is further declared and agreed** by and between all and every the ſaid Parties to theſe Preſents, That upon Receipt or Diſpoſal of any Sum or Sums of Money, Part of the ſaid yearly Rent or Sum of 500 *l.* the ſaid *J. H.* as well being married as if ſole, ſhall and may make and give Acquittances, teſtifying the Receipt thereof, and that ſuch Acquittances ſhall be good and ſufficient againſt him the ſaid Marquis of *C.* his Heirs and Aſſigns, and againſt her the ſaid *J. H.* her Executors, Adminiſtrators and Aſſigns, and every of them, and that they the ſaid *R. P. G. T.* and *H. B.* &c. (*Covenants that Truſtees ſhall not be chargeable for one another, that the Marquis of* C. *has Power to appoint and make the Demiſe for* 99 *Years, and for peaceable Enjoyment.* Vide Tit. **Covenants**.)

Declaration of the Uſes.

Power for her to make Acquittances.

Proviſo, in caſe the Fine is not levied, nor the Recovery ſuffered, the Jointure, &c. to ceaſe.

Covenants.) **Provided always**, and the Jointure hereby limited and appointed to and for the ſaid *J. H.* and alſo the ſaid Demiſe for 99 Years, herein before mentioned, for the ſecuring of the ſaid yearly Sum of 500 *l.* for the ſeparate Uſe of the ſaid *J. H.* upon this expreſs Condition, and it is the true Intent and Meaning of theſe Preſents and of all the Parties hereunto, that if the ſaid intended Marriage ſhall take Effect, and the ſaid *J. H.* ſhall attain the Age of 21 Years, and ſhall not within the Space of ſix Months after her ſaid Age of 21 Years, at the proper Coſts and Charges, and after the reaſonable Requeſt of the ſaid Lord Marquis of *C.* his Executors or Adminiſtrators, join with the ſaid Lord Marquis of *C.* or in caſe of his Death, ſhall not alone execute one or more Fine or Fines, Recovery or Recoveries, and any ſuch other proper and reaſonable Conveyance or Conveyances, Aſſurances or Aſſurances, as by the ſaid Lord Marquis of *C.* his Heirs or Aſſigns, or his or their Counſel learned in the Law, ſhall be reaſonably adviſed and required for the Conveying and Aſſuring of all her ſaid Moiety of the ſaid Manors, *&c.* unto and to the Uſe of the ſaid Lord Marquis of *C.* his Heirs and Aſſigns for ever, ſo ſubject to the Payment of the ſaid Sum of 12000 *l.* and Intereſt as aforeſaid, that then the Jointure hereby limited and appointed to and for the ſaid *J. H.* and the ſaid Term of 99 Years, ſhall ceaſe, determine and be utterly void and of none Effect; any Thing, *&c.* notwithſtanding.

J. H.'s annual Allowance received by her and paid by Dame *J. P.* by Direction of the Chancery, covenanted to be releaſed.

And whereas the ſaid Dame *J. P.* hath, by the Direction of the High Court of Chancery, received an annual Allowance for the Education and Maintenance of her ſaid Daughter *J. H.* by the Hands of the Receiver of the Rents, Iſſues and Profits of her ſaid Daughter's real Eſtate, and by and upon a reaſonable Computation hath expended ſuch Allowance in her ſaid Daughter's Maintenance and Education, he the ſaid *P. H.* Lord *O.* commonly called the Lord Marquis of *C.* **Doth** hereby covenant, promiſe and agree, to and with the ſaid Dame *J. P.* her Heirs, Executors and Adminiſtrators, that as ſoon as the ſaid intended Marriage ſhall be had and ſolemnized, he the ſaid Marquis of *C.* ſhall and will releaſe unto the ſaid Dame *J. P.* all and all Manner of Action and Actions at Law, and Suit and Suits in Equity, Accounts and Demands, which he by Virtue of the ſaid intended Marriage ſhall or may have againſt the ſaid Dame *J. P.* for or by Reaſon, Means or Occaſion of her Receipt and Receipts from Time to Time, of the ſaid annual Allowance or otherwiſe relating unto or touching or concerning the ſame. **In Witneſs**, *&c.* See Tit. **Schedule.**

An Appointment of a Jointure (purſuant to a Power in a Will) by the intended Husband, after his Death, for his Wife for Life; and a Demiſe to Truſtees for a Term of Years, of the Premiſſes appointed for ſecuring an Annuity for her ſeparate Uſe; and a Charge on Lands to provide for Daughters, and a Covenant (purſuant to an Agreement that the Wife's Portion is in Satisfaction of Legacies, &c.) for the Husband to make a Releaſe, and to ratify Partitions of an Eſtate.

Recitals.

THIS Indenture Tripartite made, *&c.* **Between** *A. B.* of, *&c.* Grandſon of Sir *B. B.* late of, *&c.* deceaſed, of the firſt Part, *C. D.* of, *&c.* and *D. E.* of, *&c.* of the ſecond Part, and *E. F.* of, *&c.* and *F. F.* Spinſter, one of the Daughters of the ſaid *E. F.* of the third Part. **Whereas**, &c. (*Recital of the Grandfather's Will, whereby he deviſes to his Grandſon* A. B. *his Lands for Life*, ſans Waſte; *Remainder to Truſtees to preſerve contingent Remainders; Remainder to the firſt and other Sons in Tail Male with Power to make a Jointure in Proportion to the Wife's Portion*, &c. *and of a Decree in Chancery, whereby the Will was eſtabliſhed*); **And whereas** a Marriage is intended, *&c.* between the ſaid *A. B.* and *F. F.* **Now this Indenture witneſſeth**, That in Conſideration of the ſaid intended Marriage, and of the Sum of 6000 *l.* of, *&c.* to the ſaid *A. B.* in Hand, *&c.* by the ſaid *E. F.* in full for the Marriage Portion of the ſaid *F. F.* his Daughter, the Receipt and Payment of which ſaid Sum of 6000 *l.* accordingly, he the ſaid *A. B.* doth acknowledge, and thereof, *&c.* doth acquit, *&c.* the ſaid *E. F.* his, *&c.* and for making ſuch Settlement, Jointure and Proviſion of Maintenance for the ſaid *F. F.* (in caſe ſhe ſhall, after the ſaid intended Marriage had, happen to ſurvive and over-live the ſaid *A. B.* her intended Husband), as he the ſaid *A. B.* is impowered and enabled to make by Virtue of and according to the true Intent and Meaning of the ſaid recited Will of the ſaid Sir *B. B.* **He** the ſaid *A. B.* purſuant to, and by Force and Virtue of the ſaid Power and Authority to him given, for making or limiting ſuch Jointure as aforeſaid, and of all and every other Power and Powers, Authority and Authories, to him in that Behalf given, or any ways enabling him thereunto, **Hath** granted, ſettled, directed, limited and appointed, and by, *&c.* **Doth** grant, *&c.* unto and upon the ſaid *F. F.* his intended Wife, **All** that, *&c.* in the Tenure, *&c.* all which ſaid herein before granted, *&c.* Meſſuages, *&c.* now are, or late were in the ſeveral Tenures, Poſſeſſions or Occupations of the ſeveral Tenants herein before named, or their ſeveral Aſſignees, Leſſees or Undertenants, or of ſome other Perſons as Tenants to him the ſaid *A. B.* at and under the ſeveral yearly Rents herein

A Will.

A Decree.

Intended Marriage.

In Conſideration of Marriage Portion,

and for making Settlement and Jointure.

The Husband makes an Appointment of Lands, *&c.*

herein before particularly mentioned, or ſome other yearly Rents, amounting in the whole to the yearly Sum of 500 *l.* or thereabouts, and are Part and Parcel of the real Eſtate late of the ſaid Sir *B. B.* whereof he the ſaid *A. B.* is now in the actual Poſſeſſion by virtue of, or under the ſaid in Part recited Will, and are ſuch Part of the ſaid Eſtate late of the ſaid Sir *B. B.* as is not, nor will be neceſſary for the Performance of the Truſts in his ſaid Will, (the Reſidue and Remainder of the Freehold, Copyhold and Leaſehold Eſtates late of the ſaid Sir *B. B.* included and compriſed in his ſaid Will, and thereby ſubjected to the ſaid Truſts, being much more than will be neceſſary and ſufficient for the Performance of the ſame Truſts) and alſo all yearly and other Rents, *&c.* of the ſaid Meſſuages, *&c.* herein before granted, *&c.* as aforeſaid or mentioned, *&c.* and every of them, and of every Part and Parcel thereof; **To have and to hold** the ſaid Meſſuages, *&c.* hereby, or mentioned or intended to be hereby granted, *&c.* as aforeſaid, with their and every of their Appurtenances, unto and to the Uſe and Behoof of the ſaid *F. F.* and her Aſſigns, for and during the Term of her natural Life for her Jointure, to commence in Poſſeſſion from and immediately after the Deceaſe of him the ſaid *A. B.* her intended Huſband, (in caſe the ſaid intended Marriage ſhall take Effect, and ſhe ſhall happen to ſurvive him), and to be in Lieu, Bar and Satisfaction of the Dower and Thirds at Common Law, which ſhe the ſaid *F. F.* can or may have or claim of, in, to or out of all and every or any of the Manors, *&c.* of the ſaid *A. B.* her intended Huſband, or whereof or wherein he or any Perſon or Perſons in Truſt for him now is, or at any Time hereafter during the ſaid intended Coverture ſhall be ſeiſed of any Eſtate of Freehold or Inheritance. **And this Indenture further witneſſeth**, That in Conſideration of the ſaid intended Marriage and Marriage Portion, and of the great Love and Affection which he the ſaid *A. B.* hath and beareth unto the ſaid *F. F.* his intended Wife, and of the Sum of 10*s.* of, *&c.* to him in Hand paid by the ſaid *C. D.* and *D. E.* at, *&c.* the Receipt, *&c.* he the ſaid *A. B.* **Doth** granted, bargained, ſold and demiſed, and by, *&c.* **Doth**, &c. unto the ſaid *C. D.* and *D. E.* their Executors, Adminiſtrators and Aſſigns, **All** and every the ſaid Meſſuages, *&c.* herein before granted, ſettled, limited and appointed, unto and upon the ſaid *F. F.* for her Life, for her Jointure as aforeſaid, with their and every of their Appurtenances, and the Reverſion, *&c.* **To have and to hold** the ſaid Meſſuages, *&c.* unto the ſaid *C. D.* and *D. E.* their Executors, *&c.* from the Day next before the Day of the Date of theſe Preſents, for and during the full Time and Term, and unto the full End and Term of 99 Years from thence next enſuing and fully to be compleat and ended, if they the ſaid *A. B.* and *F.* his intended Wife ſhall both of them ſo long jointly live; **Upon the Truſts**, and to and for the Intents and Purpoſes, and under and ſubject to the Proviſo and Agreement herein after mentioned, expreſſed and declared of and concerning the ſame Term, (that is to ſay) in Truſt for the ſaid *A. B.* and his Aſſigns, until the Solemnization of the ſaid intended Marriage; and from and after the Solemnization thereof, then upon Truſt, and to the Intent and Purpoſe that they the ſaid *C. D.* and *D. E.* and the Survivor of them, his Executors, *&c* ſhall and do yearly and every Year, by and out of the Rents, Iſſues and Profits of the ſaid Meſſuages, *&c.* ſo demiſed, or mentioned to be demiſed as aforeſaid, pay or cauſe to be paid by four equal quarterly Payments, on the four moſt uſual Feaſts or Days of Payment in the Year, (that is to ſay), *&c.* free, *&c.* the ſeveral yearly Sums of Money, and for the ſeveral and reſpective Times next herein after mentioned, (that is to ſay) the yearly Sum of 120 *l.* of, *&c.* until the Feaſt Day of, *&c.* which ſhall be in the Year, *&c.* (if they the ſaid *A. B.* and *F.* his intended Wife ſhall both of them ſo long live) and then and from thenceforth, and from and after the ſaid Feaſt Day of, *&c.* the yearly Sum of 250 *l.* of, *&c.* for and during the joint Lives of them the ſaid *A. B.* and *F.* his intended Wife, both the ſaid yearly Sums, to be paid unto the proper Hands of her the ſaid *F. F.* or to ſuch Perſon or Perſons, and for ſuch Uſes and Purpoſes as ſhe, without the ſaid *A. B.* by any Note or Writing under her Hand, ſhall from Time to Time, notwithſtanding her Coverture, direct or appoint; the ſame to be for her own ſole and ſeparate Uſe and Benefit, excluſive of the ſaid *A. B.* and not to be liable or ſubject to his Controul, Debts or Incumbrances, but to be diſpoſed of by her for her Clothes, and ſuch other Uſes and Purpoſes as ſhe ſhall think fit; and her Receipt, or the Receipts of the Perſon or Perſons to whom ſhe ſhall appoint the ſaid Monies to be paid as aforeſaid, under her or their reſpective Hand or Hands, ſhall from Time to Time, notwithſtanding her Coverture, be ſufficient Diſcharges to the Perſon or Perſons who ſhall ſo pay the ſame, for ſo much of the ſaid ſeveral yearly Sums for which ſuch Receipts ſhall be given; the firſt Payment of the ſaid yearly Sum of 120 *l.* to begin and be made on ſuch of the ſaid Feaſts or Days of Payment as ſhall firſt and next happen after the Solemnization of the ſaid intended Marriage; and the firſt Payment of the ſaid yearly Sum of 250 *l.* to begin and be made on the Feaſt-Day of the, *&c.* **And upon this further Truſt**, that they the ſaid *C. D.* and *D. E.* and the Survivor of them, his, *&c.* ſhall and do permit and ſuffer the ſaid *A. B.* and his Aſſigns, during the Continuance of the ſaid Term of 99 Years, (determinable as aforeſaid) to receive and take the Reſidue and Overplus of the Rents and

of the Value of 500 *l. per Annum*, which were Part of Sir *B. B.*'s real Eſtate, but not ſubject to the Truſts in his Will.

To the Wife for Life after the Huſband's Death.

Demiſe to Truſtees of the ſame Premiſſes for 99 Years.

Upon Truſt,

After the Marriage to pay the Wife an Annuity for her ſeparate Uſe,

and her Receipt to be ſufficient.

And upon Truſt to permit the Huſband to take the Reſidue of the Profits.

and Profits of the ſame Meſſuages, &c. (over and above ſo much thereof as ſhall from Time to Time be ſufficient to ſatisfy and pay the ſaid ſeveral yearly Sums of 120 *l.* and 250 *l.* as the ſame ſhall reſpectively become due and payable as aforeſaid) to and for his and their own Uſe and Benefit. **And this Indenture further witneſſeth**, That in Conſideration of the ſaid intended Marriage and Marriage Portion, and for other the Conſiderations aforeſaid, and for making ſuch Proviſion for the Daughter and Daughters of the ſaid *A. B.* (in caſe he ſhall not have Iſſue Male, and only a Daughter or Daughters) as he is in that Caſe authoriſed and impowered to make for the ſame Daughter or Daughters, by Force and Virtue of the ſaid recited Will, he the ſaid *A. B.* purſuant to, and by Force and Virtue of the ſaid recited Power and Authority to him given for making ſuch Proviſion for his Daughter or Daughters, (on Failure of his Iſſue Male as aforeſaid), and of all and every other Power and Powers, Authority and Authorities to him in that Behalf given, or any ways enabling him thereunto, **Doth** by theſe Preſents charge and ſubject all and every the Manors, &c. late of him the ſaid *B. B.* in, &c. and which in and by his ſaid recited Will were deviſed, or mentioned to be deviſed as aforeſaid, with their and every of their Appurtenances, (ſubject and without Prejudice nevertheleſs to the ſaid Jointure and Eſtate for Life of her the ſaid *F. F.* of and in the ſaid Meſſuages, &c. herein before limited to her for her Life as aforeſaid, and alſo ſubject to the Truſts in the ſaid recited Will of him the ſaid Sir *B. B.* which are yet unperformed, and without Prejudice to the Performance of the ſame Truſts, according to the true Intent and Meaning of the ſaid Will) with and to the Payment thereout of the full Sum of 8000 *l.* of, &c. for the Portion and Portions of all and every the Daughter and Daughters of him the ſaid *A. B.* the ſame to be raiſed, levied and paid within the Space of three Calendar Months next after his Deceaſe and Failure of all Iſſue Male of his Body, by Demiſe, Sale or Mortgage of the ſaid Manors, &c. or of a competent Part or Parts thereof, or otherwiſe, as ſhall be found neceſſary and expedient, and to be thereupon forthwith paid or payable in Manner following, (that is to ſay) If but one ſuch Daughter, then the ſaid whole Sum of 8000 *l.* to be forthwith paid, or payable to ſuch only Daughter; and if two or more ſuch Daughters, then the ſaid Sum of 8000 *l* to be forthwith paid or payable unto and equally divided amongſt all the ſame Daughters, Share and Share alike; and in caſe any of ſuch Daughters ſhall happen to die before ſhe or they ſhall attain the Age of 21 Years, or be married, then the Portion or Portions, or Share or Shares of her or them ſo dying, ſhall go and remain unto the Survivor or Survivors of them, Share and Share alike. (*The Huſband covenants that he has Power to make ſuch Appointment and Charge, and that his Wife ſhall peaceably enjoy, free from Incumbrances; to make further Aſſurances, and that the Jointure Lands are of a certain yearly Value.* See Tit. **Covenants**.) **And whereas** by Agreement between the ſaid *E. F.* and *A. B.* made previous hereunto, and in Proſpect and Conſideration of the ſaid intended Marriage, the ſaid Sum 6000 *l.* ſo paid to the ſaid *A. B.* by the ſaid *E. F.* for and as in full for the Marriage Portion of the ſaid *F. F.* his Daughter, is and was ſo by him paid in Lieu, Diſcharge and full Satisfaction of and for all ſuch Part, Share, Intereſt, Claim and Demand, as ſhe the ſaid *F. F.* at preſent has, of, in, to or out of all and every, or any Part of the Perſonal Eſtate late of *C. D.* and *D. D.* (the late Grandfather and Grandmother of her the ſaid *F. F.* both deceaſed) or of either of them, and of and for all Legacies and Bequeſts made or given to or for the Benefit of her the ſaid *F. F.* by the ſaid *C. D.* and *D. D.* or either of them, in and by their ſeveral and reſpective laſt Wills and Teſtaments, or any Codicil or Codicils to either of the ſaid Wills, (except only ſuch Part, Share, Right, Benefit or Expectancy, as ſhall or may hereafter come or accrue to her the ſaid *F.* or to the ſaid *A. B.* in her Right, or to their Children, from the ſaid Perſonal Eſtates, or either of them, by Survivorſhip): **Now therefore this Indenture further witneſſeth**, That in Purſuance of the ſaid laſt recited Agreement, and in Conſideration of the ſaid intended Marriage and Marriage Portion, the ſaid *A. B.* **Doth** hereby for himſelf, his Heirs, &c. covenant, promiſe and agree, to and with the ſaid *E. F.* and *E.* his Wife, and each of them, their and each of their Heirs, &c. in Manner following, (that is to ſay) That he the ſaid *A. B.* his, &c. ſhall and will at any Time or Times after the Solemnization, &c. at the Requeſt, Coſts and Charges of the ſaid *E. F.* and *E.* his Wife, or either of them, their or either of their, &c. legally and effectually releaſe and diſcharge all ſuch Part, Share, Intereſt, Claim and Demand, as ſhe the ſaid *F. F.* at preſent has, of, in, to or out of all and every, or any Part of the ſaid Perſonal Eſtates late of the ſaid *C. D.* and *E. D.* or either of them; and alſo all Legacies and Bequeſts made or given to or for the Benefit of her the ſaid *F. F.* by the ſaid *C. D.* and *D. D.* or either of them as aforeſaid, (**Except** only ſuch Part, Share, Right, Benefit or Expectancy, as ſhall or may hereafter accrue to her the ſaid *F. F.* or to the ſaid *A. B.* in her Right, or their Children, from the ſame Perſonal Eſtates, or either of them, by Survivorſhip). **And alſo** that he the ſaid *A. B.* his Heirs, &c. ſhall and will at any Time or Times after the Solemnization of, &c. at the like Requeſt, &c. of the ſaid *E. F.* and *E.* his Wife, or either, &c. their, &c. as aforeſaid, ratify and confirm, or do any legal and reaſonable

Charge of Lands to provide for Daughters,

without Prejudice to the Jointure, and ſubject to the Truſts in the Will.

Covenants.

Recital of Agreement, that the Lady's Portion is to be in Satisfaction of ſome other Demands on Account of Legacies, &c.

The Husband covenants

to make a Releaſe accordingly after Marriage, except Expectancies by Survivorſhip; and to ratify Partitions &c. of her Grandfather and Grandmother's Eſtate.

able Act, Matter or Thing whatſoever, for the eſtabliſhing, ratifying, making good and confirming all ſuch Diviſions, Partitions or Diſpoſitions, as have been made by and between the ſaid *E. F.* and the Executors of the ſaid *C. D.* and *D. D.* or either of them, of the Eſtates late of them the ſaid *C. D.* and *D. D* or either of them, and all Deeds, Tranſactions, Matters and Things which have been made, done or executed by the ſaid *E. F.* and the ſaid Executors, in order to any ſuch Diviſion, Partition or Diſpoſition as aforeſaid. **In Witneſs**, &c.

An Appointment by a Huſband to increaſe his Wife's Jointure, (purſuant to a Power in a Will to ſettle a Jointure in Proportion to his Wife's Portion) Part of her Portion being before paid, as to which the Husband had made a Settlement, and now to enable him to receive the reſt, ſettles and Annuity, chargeable on Woods and Wood Grounds, on her, with Proviſo on Non-payment to cut down Wood and receive Rents, &c.

THIS Indenture Tripartite, made, *&c.* **Between** *A. B.* (*the Husband*) of, *&c.* of the firſt Part, *C. B.* Wife of the ſaid *A. B.* of, *&c.* of the ſecond Part, and *D. E.* of, *&c.* and *F. G.* of, *&c.* (*Truſtees*) of the third Part. **Whereas**, &c. (*Recital of a Will deviſing Lands to* A. A. *for Life*, ſans Waſte, *ſubject to Debts and Legacies, with Power for him to make a Jointure, in Proportion to the Wife's Portion, not exceeding* 50 l. per Ann. *for each* 500 l. *of the Portion. The Marriage Settlement, whereby on Receipt of Part of the Portion he limits Lands*, &c. *purſuant to ſuch Power in Part of her Jointure; and that the Wife, with the Conſent of the Husband, aſſigned the Reſidue of her Portion to Truſtees, to be paid*, &c. *to the Husband upon his aſſuring Lands*, &c. *to make up* 100 l. per Ann. *for each* 1000 l. *Portion.*) Recital of a Settlement on Marriage.

And whereas the ſaid *A. B.* in order to intitle himſelf to all the ſaid ſeveral Sums of Money and Annuities, amounting together to 2000 *l.* as aforeſaid, has propoſed and agreed to ſettle a further Jointure upon the ſaid *C.* for her Life, in caſe ſhe ſurvives him, of the yearly Sum or Value of 200 *l.* clear of all Deductions, (except the Land Tax for the Time being) in Manner herein after mentioned, which ſaid Propoſal the ſaid *C. B. D. E.* and *F. G.* do approve of and conſent to, and do hereby teſtify ſuch their Approbation and Conſent by their being Parties to, *&c.* **Now this Indenture witneſſeth**, That in Purſuance of the before recited Propoſal and Agreement, and to the End to intitle him the ſaid *A. B.* to all the ſaid ſeveral Sums of Money and Annuities, amounting together to the Sum or Value of 2000 *l.* as aforeſaid; and for a further Augmentation of the Jointure of the ſaid *C.* (over and above what is already ſettled upon her by the afore recited Indenture) to the ſaid yearly Sum of 200 *l.* clear of all Deductions, (except as aforeſaid) **He** the ſaid *A. B.* by and with the Approbation and Conſent of the ſaid *C. B. D. E.* and *F. G.* (teſtified as aforeſaid) **Hath** granted, limited and appointed, and by, *&c.* in purſuance and by virtue of the Power to him given by the ſaid recited Will, and of all and every other Power and Powers to him in that Behalf given and reſerved, or any ways enabling him thereunto, **Doth** grant, *&c.* unto the ſaid *C. B.* his Wife, **All** and every the Woods and Wood Grounds, Parcel of, *&c.* **To have and to hold** the ſaid, *&c.* and other the Premiſſes hereby, or mentioned to be hereby granted, *&c.* with, *&c.* unto the ſaid *C. B.* and her Aſſigns, from and immediately after the Deceaſe of him the ſaid *A. B.* (in caſe ſhe ſhall him ſurvive) for and during the Term of her natural Life, to the Uſe and Behoof of her the ſaid *C.* and her Aſſigns, for and during the ſaid Term, as and for an Augmentation of her Jointure; **Subject always nevertheleſs** to the Proviſo and Agreement next herein after mentioned, (that is to ſay) **Provided always**, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that if the Perſon or Perſons to whom the next and immediate Reverſion and Remainder of the Premiſſes expectant on the ſaid Eſtate for Life of the ſaid *C.* ſhall for the Time being belong or appertain, by virtue of the Limitations in the ſaid recited Will, or otherwiſe, ſhall and do yearly, and every Year during the Life of the ſaid *C.* well and truly pay, or cauſe, *&c.* to the ſaid *C.* and her Aſſigns, the yearly Sum of 200 *l.* of, *&c.* (clear of all Deductions, except the Land Tax for the Time being) upon the four moſt uſual Feaſts, *&c.* the firſt Payment thereof to begin and be made upon ſuch of the ſaid Feaſts as ſhall firſt happen next after the Deceaſe of the ſaid *A. B.* then and in ſuch Caſe no Advantage or Benefit ſhall be had or taken by the ſaid *C.* of the aforeſaid Grant, Limitation or Appointment, hereby to her made of the aforeſaid Woods and Wood Grounds for her Life as aforeſaid; but in caſe Default ſhall happen to be made of or in Payment of the ſaid yearly Sum of 200 *l.* (ſubject to ſuch Deductions as aforeſaid) or any Part thereof, by the Space of —— Days next over or after any of the Feaſts or Days herein before mentioned for Payment thereof, then and ſo often it ſhall and may be lawful to and for the ſaid *C.* or her Aſſigns, from Time to Time, by felling, cutting and diſpoſing of the ſaid Woods, or any Part or Parts thereof, and by and with the Rents and Profits of ſuch Part or Parts of the ſaid Wood-Grounds, as ſhall at any Time hereafter during the Life of the ſaid *A. B.* be

Agreement to make further Settlement.

Further Settlement or Appointment.

Of Woods and Wood Lands to the Wife,

for an Increaſe of her Jointure.

The ſame may be paid yearly by the Remainder-Man.

In Default of ſuch Payment ſhe may fell cut and ſell Wood, and thereby and by Rents, *&c.* raiſe her Money.

be grubbed up and converted into Tillage or Paſture, or by any other lawful Ways or Means, to raiſe and levy the ſaid yearly Sum of 200 *l.* (ſubject to ſuch Deductions as aforeſaid) and all Arrears thereof, together with all ſuch Coſts, Charges, Damages and Expences, as ſhe or they ſhall be put unto or ſuſtain for or on Account of the ſame, leaving the Reſidue or Surplus thereof (if any be) to ſuch Perſon or Perſons in Reverſion or Remainder as aforeſaid; any Thing, *&c.* notwithſtanding. **Provided alſo,** and it is hereby further agreed and declared by and between all the ſaid Parties to theſe Preſents, that it ſhall and may be lawful to and for the ſaid *A. B.* to make annual and uſual Falls in the ſaid Woods and Wood Grounds in a Huſband-like Manner, ſo as ſufficient be always left for ſecuring and raiſing the ſaid yearly Sum of 200 *l.* for the ſaid *C.* for her Life, in caſe ſhe ſurvives him; and alſo that it ſhall and may be lawful to and for the ſaid *A. B.* at any Time or Times during his Life, to cut down any Part of the aforeſaid Wood; ſo as the ſame exceed not 60 Acres in any one Year, and ſo as after he has cut down the firſt 60 Acres he cauſe the ſame to be grubbed up, fenced and converted into Tillage or Paſture, and let to a good Tenant or Tenants before he cuts down any more; and in like Manner for every other 60 Acres that he ſhall after cauſe to be cut down; in which Caſe it is agreed, that the ſaid *C.* in caſe ſhe ſurvives the ſaid *A. B.* ſhall accept and take the Rents and Profits of the Lands and Grounds ſo grubbed up, incloſed and let to good Tenants as aforeſaid, as Part of the ſaid yearly Sum of 200 *l.* and the Reſidue thereof only to be in ſuch Caſe from Time to Time raiſed and levied by the ſaid *C.* or her Aſſigns, by felling, cutting and diſpoſing of the ſaid Woods, or any Part thereof, together with ſuch Coſts and Charges as aforeſaid. (*Covenants by the Huſband that he has Power to make ſuch Appointment for quiet Enjoyment, and that the Premiſſes are of the clear yearly Value of* 200 l. *and upwards, and for further Aſſurances.* See Tit. **Covenants.**) **In Witneſs,** &c.

Proviſo that the Huſband may make uſual Falls, ſo as ſufficient for ſaid Payment be left;

with Reſtrictions as to the Number of Acres, the ſame to be grubbed up, *&c.*

The Wife to take the Rents of the Ground grubbed up in Part of the increaſed Jointure.

Appointment of an Annuity to the ſeparate Uſe of a Wife, (out of Premiſſes deviſed and ſettled to ſeveral Uſes) chargeable nevertheleſs with the Payment of her Debts, and containing Powers to retain Intereſt of Money for Payment.

Parties.

THIS Indenture Quadripartite, made, *&c.* **Between** *W. H.* of, *&c.* and *E.* his Wife (one of the natural Daughters of *W. H.* late of, *&c.* deceaſed) of the firſt Part, the Right Reverend Father in God *J.* Lord Biſhop of *O.* and *E. E.* of, *&c.* of the ſecond Part, *E. D.* of *&c. G. J.* of, *&c.* and *A. W.* of, *&c.* of the third Part, and *J. W.* of, *&c.* (being a Truſtee nominated by, for and on the Behalf of the ſaid *E.* the Wife of the ſaid *W. H.* Party hereto) of the fourth Part. **Whereas** by Indentures of Leaſe and Releaſe, bearing Date reſpectively the 8th and 9th Days of *March*, which was in the Year of our Lord 1724, the Releaſe being *Tripartite*, and made, *&c. Between M. R.* of, *&c.* (the only acting Executor named in the laſt Will and Teſtament of the ſaid *W. H.* deceaſed) of the firſt Part, the ſaid *W. H.* (Party hereto) and the ſaid *E.* his Wife, by the Name of *E.* Wife of the ſaid *W. H.* Party to the ſaid Indenture, one of the natural Daughters of the ſaid *W. H.* deceaſed, and then late the Widow and Relict of *M. H.* late of, *&c.* deceaſed, of the ſecond Part, and the ſaid Lord Biſhop of *O.* and *E. E.* of the third Part, reciting therein, (amongſt other Things) that the ſaid *W. H.* deceaſed, by his laſt Will and Teſtament dated, *&c. Had* deviſed the *Reſiduum* of all his Real and Perſonal Eſtate unto his Executors, the ſaid *M. R.* and *R. M. In Truſt* to be by them laid out in a Purchaſe of Lands, Tenements and Hereditaments, to be ſettled as followeth, (*viz. As to one Moiety thereof*, to the Uſe of the ſaid *E. H.* for her Life, Remainder to her firſt and other Sons in Tail Male ſucceſſively, Remainder to his Nephew the ſaid *W. H.* Party hereto, for Life, Remainder to his firſt and other Sons in Tail Male ſucceſſively, Remainder to the Uſe of the right Heirs of the ſaid *E. H.* and his the Teſtator's other natural Daughter *M.* for ever; and after reciting ſeveral Proceedings in the High Court of Chancery between the Parties therein named, and of a Decree and Orders therein mentioned touching the Will and Eſtate late of the Teſtator the ſaid *W. H.* deceaſed, and that upon an Account then made up and ſtated between the ſaid *M. R.* and *W. H.* Party hereto, and *E.* his Wife, touching the Surplus of the ſaid Teſtator's Eſtate, there then appeared to be and remaining in the Hands of the ſaid *M. R.* the Sum of 2300 *l.* 18 *s.* 5 *d.* ¼ (being a Moiety of the Sum of 4601 *l.* 16 *s.* 10 *d.* ½) the Surplus of the ſaid Teſtator's Eſtate, due and belonging to the ſaid *E. H.* and that the other Moiety thereof had been paid and applied by the ſaid *M. R.* purſuant to the Will of the ſaid Teſtator; and that the ſaid Sum of 2300 *l.* 18 *s.* 5 *d.* ¼ the Part and Share of the ſaid *E. H.* was to be laid out in the Purchaſe of Lands, to be approved and ſettled as therein mentioned; and that the ſaid *M. R.* at the Requeſt of the ſaid *W. H.* Party hereto, and *E.* his Wife, had agreed, towards Payment of the ſaid Debt of 2300 *l.* 18 *s.* 5 *d.* ¼ with Intereſt for the ſame, to grant and convey unto the ſaid *J.* Lord Biſhop of *O.* and *E. E.* and their Heirs, the Piece of Ground and the ſeveral Meſſuages or Tenements

Recitals of a Leaſe and Releaſe, therein reciting *W. H.*'s Will,

whereby the Reſidue of his Eſtate is deviſed upon Truſt, to be laid out in a Purchaſe to be ſettled to the Uſe of *E. H.* *&c.*

and after reciting Proceedings in Chancery relating to the Will, a Moiety of the *Reſiduum* in the Hands of *M. R.*

the other Moiety paid purſuant to the Will.

Agreement towards Pay-

nements therein and herein after mentioned, *In Truſt* to be by them ſold and diſpoſed of, and by the Monies ariſing by ſuch Sale, in the firſt Place, to pay off and diſcharge the ſeveral Sums of Money charged thereon, and in a Schedule thereunder written mentioned, with Intereſt for the ſame, and that the Reſidue of the Purchaſe Monies ſhould be brought before one of the Maſters of the ſaid Court of Chancery, to be laid out in the Purchaſe of Lands and Hereditaments, to be by him approved and ſettled to the Uſe of the ſaid *E. H.* and the Iſſue Male of her Body, according to the ſaid recited Will, and of the ſaid Decree and Orders of the ſaid Court of Chancery therein before mentioned;) *It is witneſſed*, that for and towards better ſecuring the Payment of the ſaid 2300*l.* 18*s.* 5*d.* ¼ ſo due and owing to the ſaid *W. H.* Party hereto, and *E.* his Wife, with Intereſt for the ſame; and for other Conſiderations, *He* the ſaid *M. R.* (by and with the Direction and Appointment of the ſaid *W. H.* (Party hereto) and *E.* his Wife, teſtified as therein mentioned,) *Did* fully, freely and abſolutely grant, releaſe and confirm unto the ſaid *J.* Lord Biſhop of *O.* and *E. E.* and to their Heirs and Aſſigns, all that, *&c.* of him the ſaid *M R.* or whereof or wherein he or any Perſon or Perſons, *in Truſt* for him, was or were ſeiſed of any Eſtate of Freehold or Inheritance in Poſſeſſion, Reverſion, Remainder or Expectancy, ſituate, *&c.* and the Reverſion, *&c. To hold* the ſaid Piece of Ground, *&c.* unto and to the Uſe of the ſaid *J.* Lord Biſhop of *O.* and *E. E.* their Heirs and Aſſigns for ever; *Upon Truſt* that they the ſaid Lord Biſhop of *O.* and *E. E.* or the Survivor of them and his Heirs, ſhould, as ſoon as conveniently might be, abſolutely ſell, convey and diſpoſe of all the ſaid Ground, Meſſuages or Tenements and Premiſſes, to ſuch Perſon or Perſons and his or their Heirs, as they the Truſtees ſhould approve or allow to be the beſt Purchaſor or Purchaſors thereof, at the beſt Rates and Prices that could be got for the ſame; *And upon further Truſt*, that they the ſaid Truſtees ſhould, by the Monies to be raiſed by ſuch Sale of the ſaid Premiſſes, pay and diſcharge the Debts in the Schedule thereunder written and herein after mentioned, with all Intereſt then due and to grow due for the ſame until Payment thereof, *viz.* to *J. S.* Innholder, the ſeveral Principal Sums of 200*l.* and 300*l.* and Intereſt for the ſame, to *J. R.* the Principal Sum of 200*l.* and Intereſt for the ſame, to *J. H.* Merchant-Taylor, the Principal Sum of 300*l.* and Intereſt for the ſame, and to *E. W.* the Principal Sum of 200*l.* and Intereſt for the ſame; and that they the ſaid Truſtees in the mean Time and until ſuch Sale, ſhould by and with the Rents and Profits of the ſaid Premiſſes pay and diſcharge the Intereſt then due and to become due and payable for the ſame ſeveral Principal Sums; and after Payment thereof, ſhould pay and diſcharge the Intereſt that then was and thereafter ſhould become due unto the ſaid *W. H.* and *E.* his Wife, for the ſaid 2300*l.* 18*s.* and 5*d.* ¼ and ſhould pay all the Reſidue of the ſaid Rents and Profits of the ſaid Premiſſes, until ſuch Sale thereof made, (all Charges and Expences, in and about the Receiving and Paying thereof, being firſt deducted) unto the ſaid *M. R.* his Executors and Aſſigns; *And upon further Truſt*, that from and after Payment of the ſaid ſeveral Debts to the ſeveral Perſons therein and herein before named reſpectively, and all Intereſt due and to grow due for the ſame; and after the ſaid Truſtees ſhould have paid and ſatisfied themſelves all ſuch Coſts, Charges and Expences, which they ſhould expend or be put unto in the Execution of the Truſt thereby in them repoſed; that then they the ſaid Truſtees ſhould bring the Surpluſage and Reſidue of the Monies ariſing by ſuch Sale of the Premiſſes, and which ſhould then remain in their Hands, before one of the Maſters of the ſaid Court of Chancery, as the ſaid Court ſhould appoint, in order to be laid out in the Purchaſe of Lands and Hereditaments, to be approved and ſettled by ſuch Maſter, *To the Uſe* and Benefit of the ſaid *E. H.* and her Iſſue Male, according to the laſt Will and Teſtament of the ſaid *W. H.* deceaſed, and the Decree and Orders of the ſaid Court of Chancery, as in and by the ſaid Indentures of Leaſe and Releaſe, (Relation being to them reſpectively had) more fully may appear. **And whereas** by Deed Poll, bearing Date the 7th Day of *Auguſt* 1727, *&c.* (reciting therein that by Indenture *Tripartite*, dated the 3d Day of *June* 1726, and made between the ſaid *M. R.* of the firſt Part, the ſaid *W. H.* and *E.* his Wife, of the ſecond Part, and the ſaid Lord Biſhop of *O.* and *E. E.* of the third Part, *It was* therein mentioned and *declared*, that the ſaid ſeveral Meſſuages, Lands and Tenements of the ſaid *M. R.* in, *&c.* were charged with the Sum of 2300*l.* 18*s.* 5*d.* ¼ and Intereſt for the ſame to the ſaid Lord Biſhop of *O.* and *E. E. In Truſt* for the Uſe and Benefit of the ſaid *W. H.* and *E.* his Wife, and farther reciting, that there was then due to the ſame *W. H.* the Sum of 200*l.* and upwards for Intereſt Money, and that the ſaid *W. H.* then ſtood juſtly indebted to the ſaid *E. D* by Bond of even Date with the ſaid Deed Poll, in the Sum of 100*l.* and Intereſt, the ſaid *W. H.* for better ſecuring the ſaid 100*l.* and Intereſt, to the ſaid *E. D. Did* direct and impower the ſaid *E. E.* to retain, receive, ſue for and recover all Arrears of Intereſt, which then or thereafter ſhould grow due for the ſaid 2300*l.* 18*s.* and 5*d.* ¼ and to pay the ſame unto the ſaid *E. D.* in Satisfaction and Diſcharge of the ſaid 100*l.* and Intereſt, ſecured to him by the ſaid Bond as aforeſaid: **And whereas** by another Deed Poll, bearing Date the firſt Day of *December* 1727, (rec ting therein the before mentioned Indenture of the third of

ment of Debt of 2300*l.* 18*s.* 5*d.* ¼ to convey a Piece of Ground, in Truſt to be ſold)

for ſecuring the Payment of ſaid Debt to *W. H.* (Party) and *E.* his Wife, *M. R.* conveyed Premiſſes.

Upon Truſt to be ſold

to pay Debts in a Schedule.

Until the Sale, out of the Rents, *&c.* to pay the Intereſt of ſaid Debts.

And afterwards to pay the Intereſt of the ſaid 2300*l.* 18*s.* 5*d.* ¼ Reſidue to *M. R.*

After Payment of ſaid Debts and Intereſt and Charges, Surplus ariſing by Sale, to be brought before a Maſter in Chancery to be laid out in a Purchaſe to the Uſe of ſaid *E. H.*

Deed Poll, whereby after reciting a Deed declaring the Premiſſes charged with ſaid 2300*l.* 18*s.* 5*d.* ¼ and Intereſt, in Truſt for the Uſe of ſaid *W. H* and *E.* his Wife, and that *W. H.*

to *E. D.* in 100 *l.* and Intereſt, for Security of which he impowered *E. E.* to ſue for the Intereſt of ſaid 2300 *l.* 18 *s.* and to pay ſame to *E. D.*

June 1726, and that the ſaid *W. H.* was then indebted to the ſaid *G. J.* in the Sum of 26 *l.* 13 *s.* and that he had given him a Promiſſory Note for the ſame, payable on Demand,) they the ſaid *W. H.* and *E.* his Wife, *Did* thereby reſpectively direct and impower the ſaid *G. J.* to take, receive, ſue for and recover, all Arrears of Intereſt which then, or at any Time thereafter ſhould grow due for the ſaid principal Sum of 2300 *l.* 18 *s.* and 5 *d.* ¼ for ſo long Time and until the ſaid *G. J.* ſhould be fully paid the ſaid 26 *l.* 13 *s.* and all Intereſt for the ſame: **And whereas** by another Deed Poll, bearing Date the 14th Day of *April* 1727, (reciting therein the ſaid Indenture of the third of *June* 1726, and that the ſaid *W. H.* Party hereto, together with the ſaid *E. E.* had jointly ſigned a promiſſory Note to the ſaid *A. W.* for the Sum of 50 *l.* and that the ſaid *E. E.* had out of his own Monies paid the ſame, and alſo a further Sum of 26 *l.* to *W. J.* therein named, (being a Debt due from the ſaid *W. H.*) amounting in the whole to 76 *l.* and therein declared to be the proper Debt of the ſaid *W. H.* and further reciting that the ſaid *W. H.* by another promiſſory Note, ſtood indebted to the ſaid *A. W.* in the Sum of 11 *l.* beſides the ſaid 76 *l.* due to the ſaid *E. E.* they the ſaid *W. H.* and *E.* his Wife, as well for repaying to the ſaid *E. E.* the ſaid 76 *l.* as alſo of the ſaid 11 *l.* to the ſaid *A. W.* did thereby direct and impower the ſaid *E. E.* to retain, take, receive, ſue for and recover all Arrears of Intereſt then due, or thereafter to grow due for the ſaid Sum of 2300 *l.* 18 *s.* and 5 *d.* ¼ for ſo long Time, and until he the ſaid *E. E.* ſhould be fully paid the ſaid Sum of 76 *l.* due to him, as alſo the ſaid 11 *l.* for the Uſe of the ſaid *A. W.* as in and by the ſaid three ſeveral recited Deeds Poll, Relation, *&c.* **And whereas** by a Decree or Decretal Order made in the High Court of Chancery the 22d Day of *December* now laſt paſt, in a certain Cauſe there depending, wherein the ſaid *W. H.* and *E.* his Wife, the ſaid *J. R.* (Executrix of the ſaid *J. R.*) the ſaid *J. H.* and *E. W.* (Creditors of the ſaid *M. R.* Plaintiffs,) and the ſaid *M. R. J.* Lord Biſhop of *O.* and *E. E.* are Defendants, *Whereby*, after ſetting forth (*inter alia*) the herein before recited Will of the ſaid *W. H.* deceaſed, and the ſaid recited Indentures of Leaſe and Releaſe of the 8th and 9th of *March* 1724, whereby the ſaid Premiſſes were conveyed to the ſaid Lord Biſhop of *O.* and *E. E.* in Truſt to be ſold for Payment of the Debts therein mentioned as aforeſaid; *It was prayed* that the ſaid Truſtees might ſell ſo much of the Eſtate as would be ſufficient to pay Plaintiffs, the Creditors, the ſaid 1200 *l.* and Intereſt, as alſo the Intereſt of the ſaid 2300 *l.* 18 *s.* and 5 *d.* ¼, and that a Value might be ſet upon ſuch Part of the ſaid Truſt Eſtate as ſhould remain unſold, for the Purpoſes aforeſaid; and that the ſame might be ſettled, or ſo much thereof as would make good the ſaid 2300 *l.* 18 *s.* and 5 *d.* ¼, upon the ſaid Plaintiffs *W. H.* and *E.* his Wife, purſuant to the Truſts and Limitations of the ſaid Will; and after ſetting forth (*inter alia*) that the Defendant *R.* by his Anſwer had admitted, that there was remaining in his Hands of the ſaid Teſtator's Eſtate, the ſaid Sum of 2300 *l.* 18 *s.* 5 *d.* ¼ for the Benefit of the Plaintiffs *W. H.* and his Wife, and that in order to raiſe Money for Payment thereof, for the Benefit of the Plaintiffs *W. H.* and his Wife, and alſo the ſaid 1200 *l.* and Intereſt, due to the Plaintiffs *S. H. W.* and *R.* he had executed ſuch Indentures of Leaſe and Releaſe as aforeſaid, and that he was deſirous that ſo much of the Eſtate contained therein, as would be ſufficient to pay the ſaid 1200 *l.* and Intereſt, together with the Intereſt due to the Plaintiffs *H.* and his Wife, for the ſaid 2300 *l.* 18 *s.* and 5 *d.* ¼ might be ſold, and that a Value might be ſet upon the Reſidue of the ſaid Truſt Eſtate, and that the ſame or ſo much thereof as would make good the ſaid 2300 *l.* 18 *s.* and 5 *d.* ¼, might be ſettled purſuant to the ſaid Teſtator's Will, and ſubmitted to join therein as the Court ſhould direct; and further ſetting forth, that the Plaintiffs the Biſhop of *O.* and *E.* by their Anſwer had admitted the ſaid Deeds of Truſt, and ſubmitted to act in the ſame as the Court ſhould direct (being indemnified;) it was amongſt other Things ordered and decreed, that it ſhould be referred to Mr. *K.* one of the Maſters of the ſaid Court, to take an Account of what was due to the Plaintiffs *H. W.* and *R.* for the ſaid principal Sum of 1200 *l.* and Intereſt, and alſo of the Profits of the Truſt Eſtate come to the Hands of the Truſtees from the Foot of the laſt ſtated Account; and that the ſame be in the firſt Place by them applied to pay the Intereſt that ſhould be found due on the ſaid 1200 *l.* and that for Payment of the ſaid 1200 *l.* or of ſuch Intereſt unpaid by the ſaid Rents and Profits, the ſaid Biſhop of *O.* and *E. E.* ſhould ſell ſo much of the ſaid Truſt Eſtate to the beſt Purchaſor that could be got for the ſame, with the Approbation of the ſaid Maſter, as ſhould be ſufficient for that Purpoſe; and that after ſuch Sale made, the ſaid Maſter ſhould put a Value on the Remainder of the ſaid Truſt Eſtate, and for what the ſaid Maſter ſhould find the ſame worth, to be ſold, if leſs or more than the Sum of 2300 *l.* 18 *s.* 5 *d.* ¼ due to the Plaintiffs *H.* and his Wife, the ſaid Maſter was to compute Intereſt for the the ſame in ſuch Manner as therein mentioned; and if any of the ſaid Rents and Profits ſhould remain unexhauſted in the ſaid Truſtees Hands after Payment of the Intereſt due on the ſaid 1200 *l.* the ſame was to be by them paid to the Plaintiff Mr. *H.* in Diſcharge of the Intereſt due to him ſo far as it would go; and for Payment of the Remainder thereof, ſo much of the ſaid Truſt Eſtate remaining unſold as ſhould be ſufficient, was likewiſe to be ſold with ſuch Maſter's Approbation, and

Another Deed Poll, impowering *G. J.* to receive ſaid Intereſt for his Debt.

Another Deed Poll, whereby after reciting 76 *l.* paid by *E. E.* for *W. H.* being his Debts, and that he owed 11 *l.* more to *A. W.* *E. E.* is impowered to receive ſaid Intereſt to pay the ſame.

Decree ſetting forth the Bill praying ſo much of Premiſſes to be ſold for Payment of Debts as is ſufficient; Reſidue to be ſettled on *W. H.* and *E.* his Wife, purſuant to the Will.

Anſwer.

Decreed to be referred to Account.

Intereſt to be paid, and the 1200 *l.* Part of Eſtate to be ſold for ſuch Purpoſe.

Remainder to be valued, *&c.*

and Monies ariſing thereby to be paid to the Plaintiff Mr. *H.* in Satisfaction of the ſame Intereſt; and then the ſaid Maſter was to enquire what was the Value of the Remainder of the ſaid Truſt Eſtate; and the ſame was to be ſettled, with the Approbation of the ſaid Maſter, to the Uſes of the Will of the Teſtator, Mr. *H.* in Satisfaction for ſo much of the ſaid 2300 *l.* 18 *s.* and 5 *d.* ½ in ſuch Manner as therein and herein after mentioned, *viz. To Truſtees* for the Uſe of the Plaintiff Mrs. *E. H.* for Life, Remainder to other Truſtees to preſerve contingent Remainders; then to her firſt and every other Sons in Tail; and in Default of ſuch Iſſue to the Plaintiff *W. H.* for Life; *Remainder* to Truſtees to preſerve contingent Remainders, *Then* to his firſt and every other Son and Sons in Tail; *And* in Default of ſuch Iſſue, to the right Heirs of the Plaintiff *E. H.* for ever, as in and by the ſaid in Part recited Decree, Relation, *&c.*

To be ſettled to the Uſes of the Will.

And whereas no farther Proceedings have been ſince made in the ſaid Cauſe, nor no Part of the ſaid Truſt Eſtate hath as yet been ſold, for the Ends and Purpoſes in the ſaid recited Indenture of Releaſe and laſt Decretal Order mentioned, expreſſed and ordered touching the ſame: **And whereas** it is agreed by and between them the ſaid *W. H.* and *E.* his Wife, and they the ſaid *J.* Lord Biſhop of *O.* and *E. E.* (at the ſpecial Inſtance and Requeſt of them the ſaid *W. H.* and *E.* his Wife, teſtified by their being Parties to and executing of theſe Preſents,) *Have* conſented, that (from and after Payment of the growing Intereſt of the before mentioned Sum of 1200 *l.* to the ſeveral Perſons aforeſaid intitled to the ſame,) the annual or yearly Sum of 40 *l.* ſhall from henceforth, during the joint Lives of them the ſaid *W. H.* and *E.* his Wife, be paid to the ſaid *J. W.* his Executors, Adminiſtrators and Aſſigns, out of the Rents, Iſſues and Profits of the whole Truſt Eſtate, until ſuch Time as Part thereof ſhall be ſold for the Purpoſes aforeſaid; and that afterwards the ſame, during ſuch joint Lives, ſhall be paid out of the Remainder of the ſaid Truſt Eſtate, ſo agreed and decreed to be ſettled as aforeſaid; **In Truſt nevertheleſs** for the ſole and ſeparate Uſe and Benefit of the ſaid *E. H.* and for her Support and Maintenance in ſuch Manner as herein after is for that Purpoſe mentioned and expreſſed: **Now this Indenture witneſſeth**, That in Purſuance and Performance of the ſaid Agreement, and to the End and Intent to make a Proviſion for the ſole and ſeparate Uſe and Benfit, and for the Support and Maintenance of her the ſaid *E. H.* during the joint Lives of her and the ſaid *W. H.* her Husband, in ſuch Manner as herein after is mentioned, and for divers other good Cauſes and valuable Conſiderations, them the ſaid *W. H.* and *E.* his Wife thereunto eſpecially moving, *They* the ſaid *W. H.* and *E.* his Wife, (by and with the Conſent and Approbation, as well of them the ſaid *J.* Lord Biſhop of *O.* and *E. E* as alſo of them the ſaid *E. D. G. J.* and *A. W.* teſtified, *&c.*) **Have** directed and appointed, and by theſe Preſents **Do** reſpectively direct and appoint them the ſaid *J.* Lord Biſhop of *O.* and *E. E.* and the Survivor of them, his Heirs, Executors, Adminiſtrators and Aſſigns, (from and after Payment to them the ſaid *J. S. S. R. J. H.* and *E. W.* of the Intereſt of the ſaid Sum of 1200 *l.* from henceforth to grow due to them for the ſame, and ſubject thereunto) by and out of the Rents, Iſſues and Profits of the ſaid whole Truſt Eſtate and Premiſſes, ſo conveyed to them as aforeſaid, until ſuch Time as ſuch Part thereof ſhall be by them the ſaid Truſtees ſold for the Ends and Purpoſes in the ſaid laſt recited Releaſe and Decree mentioned; and from and after ſuch Sale, then by and out of the Rents, Iſſues and Profits of the Remainder of the ſaid Truſt Eſtate, ſo agreed and decreed to be ſettled in Manner as aforeſaid, to pay unto him the ſaid *J. W.* his Executors, Adminiſtrators and Aſſigns, during the joint Lives of them the ſaid *W. H.* and *E.* his Wife, the ſaid annual or yearly Sum of 40 *l.* of, *&c.* clear of all Manner of Taxes, Charges and Deductions whatſoever; the ſame to be paid to him or them yearly, upon the four moſt uſual Feaſts or Quarter-Days following, *viz. Michaelmas Day*, *Chriſtmas Day*, *Lady Day* and *Midſummer Day*, by four even and equal Proportions; the firſt of which quarterly Payments to begin, *&c.* **And it is hereby agreed and declared** by and between all the Parties hereunto, and the true Intent and Meaning of them and of theſe Preſents is and are, that the ſaid annual or yearly Sum of 40 *l.* ſo directed and appointed to be paid to the ſaid *J. W.* his Executors, Adminiſtrators and Aſſigns, in Manner as aforeſaid, was and is to be to him and them ſo paid, *Upon the Truſt*, Intents and Purpoſes, and *Subject* to the Proviſoes herein after mentioned, expreſſed and declared touching and concerning the ſame; (that is to ſay) Upon this ſpecial Truſt, that he ſaid *J. W.* his Executors, Adminiſtrators and Aſſigns, during the joint Lives of them the ſaid *W. H.* and *E.* his Wife, ſhall and do from Time to Time forthwith, after his or their Receipt of the yearly Sum of 40 *l.* or of any Part or Parts thereof, (after all Charges and Expences, in and about recovering and paying the ſame, being firſt deducted) pay the Reſidue thereof to the proper Hands of her the ſaid *E. H.* or to ſuch Perſon or Perſons, as ſhe by any Note or Notes, Writing or Writings to be by her ſigned, ſhall from Time to Time appoint; the ſame to be paid and go for the ſeparate and peculiar Uſe and Benefit of her the ſaid *E. H.* and not to be ſubject or liable to the Controul, Debts or Incumbrance of the ſaid *W. H.* her Husband, and wherewith he is not to intermeddle; the ſame being intended to be for the

No further Proceedings, no Part of the Eſtate ſold.

Agreement that after Payment of Intereſt of the 1200 *l.* 40 *l. per Ann.* ſhall be paid to *J. W.* out of the Rents, *&c.* during the Lives of *W. H.* and *E.* his Wife, in Truſt for her Uſe and Maintenance.

Appointment purſuant to the ſaid Agreement

to pay to *J. W.* ſaid 40 *l. per Ann.*

Declaration that the ſame is to be paid by him to the ſaid *E. H.* or to her Appointment, for her ſeparate Uſe, notwithſtanding her Coverture.

J. W.'s Receipts to be good to Biſhop of *O.* and *E. E.*

E. H.'s Receipts good to *J. W.*

Proviſo, that after Death either of *W. H* or *E.* his Wife, this Appointment to be void.

Proviſo, that theſe Preſents ſhall not prejudice any Truſts in the ſaid Releaſe (no further than with ſaid 40*l. per Ann.*) nor the Truſts in the other recited Deeds, *&c.*

Proviſo, that if ſhe contracts any Debts, her Annuity ſhall pay the ſame.

Recital that *E. E* has lent her Money.

Declaration that after Payment of the 1200*l.* to *J. S. S. R.* and *J. H.* and Intereſt, and ſaid Annuity, the Reſidue of the Truſt Eſtate ſhall be charged.

ſeparate Uſe, Support and Maintenance of her the ſaid *E. H.* during the Joint Lives of her and her ſaid Husband; and that the Receipt of the ſaid *J. W.* his Executors, Adminiſtrators and Aſſigns, ſhall at all Times, during the Time aforeſaid, be good and ſufficient Diſcharges to them the ſaid *J.* Lord Biſhop of *O.* and *E. E.* their Heirs and Aſſigns, for the ſaid annual Sum of 40*l.* ſo payable to him and them upon the Truſt aforeſaid, and alſo that the Receipts of her the ſaid *E. H.* (notwithſtanding her preſent Coverture,) or of ſuch Perſon or Perſons by her to be appointed to receive the ſame as aforeſaid, ſhall be from Time to Time good and ſufficient Diſcharges to the ſaid *J. W.* his Executors, Adminiſtrators and Aſſigns, for the ſaid annual Sum of 40*l.* and every Part and Parcel thereof, during the Time aforeſaid. **Provided always, and it is hereby agreed and declared** by and between the ſaid Parties, that from and immediately after the Death of either of them the ſaid *W. H.* and *E.* his Wife, all Arrears of the ſaid annual Sum of 40*l.* being fully paid and ſatisfied, and alſo all Coſts and Charges of him the ſaid *J. W.* his Executors, Adminiſtrators and Aſſigns, relating to the Truſt hereby in him and them repoſed (if any ſuch ſhall be,) being likewiſe diſcharged, then theſe Preſents and the Appointment hereby made as to Payment of the ſaid annual Sum, ſhall be void and of no Effect; any Thing herein before contained to the contrary thereof notwithſtanding. **Provided alſo, and it is hereby further agreed and declared** by and between all the ſaid Parties, that theſe Preſents, or any Thing herein before contained, ſhall not extend to charge or prejudice any of the Truſts in the ſaid recited Indenture of Releaſe mentioned, no farther or otherwiſe than with and for the Payment of the ſaid annual Sum of 40*l.* during the Time upon the Truſt and ſubject in ſuch Manner as aforeſaid; but the ſame from and after ſuch Payment, ſhall remain, continue and be, to, for and upon the ſeveral Truſts, Uſes, Intents and Purpoſes in the ſaid recited Indenture of Releaſe, Deeds Poll and laſt Decretal Order mentioned, limited, directed, ordered and expreſſed, touching and concerning the ſame reſpectively: **Provided alſo, and it is hereby further expreſſly agreed and declared** by and between the ſaid Parties hereunto, and the true Intent and Meaning of them and of theſe Preſents is and are, that in caſe ſhe the ſaid *E. H.* the Wife of the ſaid *W. H.* ſhall at any Time hereafter during the joint Lives of her the ſaid *E.* and the ſaid *W. H.* her Husband, on her own and ſeparate Account contract any Debt or Debts with any Perſon or Perſons whatſoever, and ſhall not pay and diſcharge the ſame by and out of the ſaid annual or yearly Sum of 40*l.* and if the ſaid *W. H.* ſhall at any Time during the joint Lives of him and his ſaid Wife be ſued or proſecuted at Law, or otherwiſe, for the Recovery of any ſuch Debt or Debts; and if it be made to appear to the ſaid *J. W.* his Executors or Adminiſtrators, to his and their Satisfaction, by Affidavit in Writing (if required) to be ſworn before a Maſter of the High Court of Chancery, by the Perſon or Perſons claiming ſuch Debt or Debts, or otherwiſe, that ſuch Debt or Debts was or were really and *bona fide* contracted by the ſaid *E. H.* for and on her own ſole and ſeparate Account; that then and in ſuch Caſe the ſaid annual or yearly Sum of 40*l.* hereby made payable to her the ſaid *E. H.* as aforeſaid, ſhall be ſubject, charged and liable to and with the Payment of all and every ſuch Debt or Debts, and all Coſts and Charges touching the ſame; And the ſaid *J. W.* his Executors and Aſſigns, (on Notice in Writing to be to him or them by the ſaid *W. H.* given) ſhall and will, out of the ſaid annual Sum of 40*l.* from thenceforth to become due, pay and ſatisfy all and every ſuch Debt or Debts, and Charges touching the ſame, to the Perſon or Perſons to whom the ſame ſhall be really due; any Thing, *&c.* notwithſtanding. **And whereas** the ſaid *E. E* hath at ſeveral Times, out of his own proper Monies, advanced, lent and paid to, and to and for the Uſe or Order of her the ſaid *E. H.* for her Support and Maintenance, ſeveral Sums of Money, amounting in the Whole to the Sum of ——, or thereabouts: **Now this Indenture further witneſſeth**, and it is hereby further agreed and declared by and between all the Parties to theſe Preſents, That from and after full Payment of the ſaid Principal Sum of 1200*l.* ſo due to them the ſaid *J. S. S. R. J. H.* and *E. W.* together with all Intereſt for the ſame, In Manner as aforeſaid, and alſo of the annual Sum of 40*l.* hereby ſecured to her the ſaid *E. H.* in Manner as aforeſaid, and ſubject thereunto; that then all the then Reſidue of the ſaid Truſt Eſtate and Premiſſes, ſo conveyed to and veſted in them the ſaid *J.* Lord Biſhop of *O.* and *E. E.* as aforeſaid, **Shall** from thenceforth be ſubject and liable to; and they the ſaid *W. H.* and *E.* his Wife, **Do** hereby reſpectively charge the ſame to and with the Payment of the ſaid Sum of ——, ſo advanced and paid by the ſaid *E. E.* to and for the Uſe, Support and Maintenance of her the ſaid *E. H.* as aforeſaid, together with lawful Intereſt for the ſame Sum, from henceforth to be computed, until Payment thereof; any Thing herein, *&c.* notwithſtanding. **In Witneſs**, &c.

Thirdly,

Thirdly, Appointments by Wives to Husbands.

By a Feme Covert of a Freehold Eſtate to her Huſband for his Life, to take Effect immediately after her Deceaſe.

TO all, &c. *A. B.* now the Wife of *B. B.* of, *&c.* Widow of, *&c.* and eldeſt Daughter of, *&c.* by *E.* his late Wife, ſends Greeting. **Whereas**, &c. (*Recital of a Settlement to Uſes, with a Power to make this Appointment:*) **Now know ye, and theſe Preſents witneſs**, That the ſaid *A. B.* by Virtue, *&c.* and as fully as ſhe may or can, **Hath** aſſigned, limited and appointed, and by, *&c.* **Doth** by this her Deed, *&c.* ſigned, *&c.* aſſign, *&c.* **All** the ſaid ſeveral Meſſuages, *&c.* herein before particularly mentioned, and every Part and Parcel thereof, with their and every of their Rights, *&c.* which in and by the ſaid recited Indenture Tripartite were limited to the Uſe of the ſaid *A. J.* (now *A. B.*) or intended ſo to be, **To the Uſe** of the ſaid *B. B.* her Huſband, for and during the Term of his natural Life, to commence and take Effect from and immediately after the Deceaſe of the ſaid *A. B.* **And** the ſaid *A. B.* **Doth** by this her Deed or Writing under her Hand and Seal, as aforeſaid, declare, limit and appoint the ſaid (*Truſtees,*) and their Heirs, and all other Perſons ſeiſed of the ſaid Premiſſes, or any Part thereof, to ſtand ſeiſed of all the ſaid ſeveral Meſſuages, *&c.* herein before limited to the Uſe of the ſaid *B. B.* or intended ſo to be, as aforeſaid, **To the Uſe** of the ſaid *B. B.* for and during the Term of his natural Life, to commence and take Effect from and immediately after the Deceaſe of the ſaid *A. B.* **In Witneſs**, &c.

Of an Annuity chargeable on his Eſtate, &c. and a Releaſe of the Arrears, &c. thereof, and an Appointment of an Eſtate of Inheritance to the Uſe of him, his Heirs and Aſſigns for ever.

TO all, &c. I *E. B.* Wife of the within named *A. B.* ſend Greeting. **Whereas** by Virtue of the within written Indenture, or of the Indenture of the——of——therein mentioned or referred to, or otherwiſe, I the ſaid *E.* am intitled to one Annuity, yearly Rent or Sum of 300*l.* of, *&c.* payable to or for my ſole and ſeparate Uſe, at the Times and in Manner in that Behalf within mentioned or directed, out of the Manor, *&c.* within granted and conveyed, or out of ſome other Lands, *&c.* for which Annuity I have not hitherto given any regular Receipt or Diſcharge: **Now know ye, and theſe Preſents witneſs**, That for avoiding of all Controverſies, Suits and Differences which may hereafter happen or ariſe, touching or concerning all or any the Arrears of the ſaid Annuity, yearly Rent or Sum of 300*l.* from the Time of the Commencement thereof until the Day of the Date of theſe Preſents, and to the End a good and effectual Releaſe and Diſcharge may be given for the ſame, I the ſaid *E. B.* do hereby acknowledge, teſtify and declare, that I have had and received full Satisfaction for all Arrears of the ſaid Annuity, *&c.* from the Commencement thereof until the Day of the Date of theſe Preſents, and am therewith fully ſatisfied and contented, and of and from the ſame, and every Part thereof, and of and from all Actions, Suits, Claims and Demands, either in Law or Equity, for or on Account of the ſame, or any Part thereof, I the ſaid *E. B.* do hereby, for myſelf, my Executors and Adminiſtrators, acquit, releaſe and diſcharge the ſaid *A. B.* his, *&c.* and his and their Lands and Tenements, Goods and Chattels, and the ſaid Manor, *&c.* within granted and conveyed, or mentioned or intended ſo to be, and all other Lands, *&c.* charged or chargeable with the ſame Annuity, or any Part thereof, for ever, by theſe Preſents: **And further know ye, and theſe Preſents alſo witneſs**, That I the ſaid *E. B.* for divers good, *&c.* moving, and by Force and Virtue of the Power and Authority to me given, in and by the within written Indenture, and of all other Powers and Authorities to me in that Behalf given or reſerved, or any ways enabling me thereunto, **Do**, by this my Deed or Writing under my Hand and Seal, direct, limit and appoint *A. B.* Eſq; the ſurviving Truſtee within named and appointed for raiſing and paying the ſaid Annuity, *&c.* of 300*l.* in Manner aforeſaid, his Executors, *&c.* from Time to Time and at all Times hereafter, during the Continuance of the Term of 200 Years within raiſed and limited for ſecuring the Payment thereof, to pay the ſaid Annuity, *&c.* and every Part thereof, as the ſame ſhall from Time to Time accrue and become due and payable, together with all Arrears thereof, if any now be, unto him the ſaid *A. B.* his, *&c.* to and for his and their own Uſe and Benefit: **And further know ye, and theſe Preſents further witneſs**, That I the ſaid *E. B.* for divers good Cauſes, *&c.* and by Force and Virtue of the further Power and Authority to me given or reſerved in and by the within written Indenture, and of all other Power

E. B. intitled to an Annuity.

Her Releaſe of Arrears,

and Appointment of future Payment to the Husband.

And that the Truſtees in the within Deed ſhall ſtand ſeiſed of

Lands to the Uſe of the Huſband, his Heirs and Aſſigns.

Power and Powers, Authority and Authorities to me in that Behalf given or reſerved, or any ways enabling me thereunto, **Do** (by this my Deed or Writing under, *&c.* atteſted, *&c.*) limit, declare, direct and appoint, that the Manor, *&c.* within granted and conveyed, or mentioned, *&c.* and the Reverſion or Remainders and Inheritance thereof in Fee-ſimple, expectant upon the Determination of the particular Eſtates within limited thereof, and ſubject thereunto, ſhall at all Times hereafter be, go and remain, and the within named *B. C.* and *C. B.* and the Survivor of them, and their Heirs, and the Heirs of ſuch Survivor, ſhall, at all Times hereafter, ſtand and be ſeiſed thereof, unto and to the Uſe and Behoof of him the ſaid *A. B.* and of his Heirs and Aſſigns for ever, and to and for no other Uſe, Intent or Purpoſe. **In Witneſs**, &c.

By a Wife to the Heir and Executor of a Truſtee, in Truſt, after her Deceaſe, to the Uſe of her Huſband, (whom ſhe married by Conſent, purſuant to her Mother's Will,) of Land and South-Sea *Stock and Annuities.*

Recital of *M. S.*'s Will.

To all People, &c. I *E. G.* Wife of *D. G.* of, *&c.* ſend Greeting. **Whereas** *M. S.* Widow, deceaſed, late Mother of the ſaid *E. G.* did in and by her laſt Will, *&c.* bearing Date, *&c.* give, deviſe and bequeath, *All* that Land, *&c.* which ſhe had then lately purchaſed of *M. P.* as alſo all the Reſt and Reſidue of her perſonal Eſtate, of what Nature or Kind ſoever, after her juſt Debts, *&c.* ſhould be thereout paid and diſcharged, unto *T. P.* of, *&c.* and *W. W.* of, *&c.* and their Heirs, and the Survivor of them and his Heirs, *In Truſt* for the ſaid *E. G.* then *E. S.* for and during the Term of her natural Life, whether ſhe ſhould continue ſole or be married; and the ſaid *M. S.* thereby willed, That the ſaid Truſtees, after the Deduction of their neceſſary Expences and Charges in the Execution of the ſaid Truſt, ſhould pay the Reſidue of the ſaid Rents, and of the Produce and Intereſt of the ſaid perſonal Eſtate to her ſaid Daughter *E.*'s own Hands, for and during the Term of her natural Life, for her own proper and ſeparate Uſe, whether ſhe ſhould continue ſole or be married, and from and after her Deceaſe, *In Truſt* for the Heirs of the Body of her ſaid Daughter *E.* lawfully begotten or to be begotten; and in caſe or Failure of ſuch Heirs of her Body, then *In Truſt* for ſuch Perſon or Perſons as her ſaid Daughter *E.* by her laſt Will in Writing, or by any Deed duly executed, ſhould direct and appoint, whether ſhe ſhould continue ſole or be married; and of her ſaid laſt Will and Teſtament did make the ſaid *E.* ſole Executrix: **And whereas** the ſaid *M. S.* by a Codicil in Writing, bearing Date, *&c.* and annexed to her ſaid Will, thereby (amongſt other Things) taking Notice of the ſaid Deviſe and Bequeſt of her real and perſonal Eſtate made unto the ſaid *T. P.* and *W. W In Truſt* for her ſaid Daughter *E.* as aforeſaid, ſhe the ſaid *M. S.* did by her ſaid Codicil will, That the ſaid Truſt ſhould continue as long as ſhe the ſaid *E.* ſhould remain ſole and unmarried; *But* if ſhe ſhould be married to any Man without the Conſent and Approbation of one of her ſaid Truſtees, then the ſaid *M. S.* did thereby revoke and make void the Truſt by her ſaid Will in them repoſed, which was intended for her Benefit during her natural Life, and did thereby will, That the Truſt for her Benefit ſhould ceaſe and determine, and that ſhe ſhould not receive any Benefit or Advantage from the Produce of her real Eſtate or the Intereſt of her perſonal Eſtate, during her Life; but the ſaid Land, and the Produce thereof, and the Reſidue of her perſonal Eſtate, and the Intereſt thereof, ſhould be in the Truſtees, *In Truſt* as in the ſaid Will is mentioned, from and after her ſaid Daughter's Deceaſe; but if her ſaid Daughter ſhould be married with the Conſent and Approbation of either of the ſaid Truſtees, then the Truſt that in them is repoſed by her ſaid Will for her Benefit, ſhould remain in full Force; any Thing in the ſaid Codicil contained to the contrary thereof in any wiſe notwithſtanding, as in and by the ſaid Will and Codicil, Relation, *&c.* **And whereas** the ſaid *M. S.* ſoon after departed this Life, without altering or revoking the ſaid Will and Codicil, or either of them; and ſome Time after her Deceaſe the ſaid *E. G.* did renounce the Burthen of the Execution of the ſaid Will, and thereupon Letters of Adminiſtration of the ſaid Will and Codicil annexed were duly granted unto the ſaid *T. P.* **And whereas** the ſaid *E. G.* did comply with her ſaid Mother's Directions in the ſaid Codicil, and married the ſaid *D. G.* with the Conſent and Approbation of both the ſaid Truſtees, who teſtified ſuch their Conſent and Approbation by being made Parties to and executing the Settlements which were made on her Marriage with the ſaid *D. G.* in and by which Settlements, or one of them, the aforeſaid Truſtees confirmed: **And whereas** the ſaid *W. W.* departed this Life in the Life-time of the ſaid *T. P.* and the ſaid *T. P.* is likewiſe ſince dead, having before his Death made his laſt Will and Teſtament in Writing, and thereof appointed *M. P.* his Widow his Executrix: **And whereas** there is now ſtanding in the Name of the ſaid *T. P.* in the *South-Sea* Company in *South Sea* Stock and *South Sea* Annuity Stock, the Sum of 1600 *l.* or thereabouts, which, together with the ſaid ten

Codicil.

Death. *E. G.* renounced the Executorſhip. Letters of Adminiſtration *cum Teſtamento annexo* granted to *T. P.* *E. G.*'s Marriage by Conſent of Truſtees. Truſtees dead. *M. P.* Executrix of *T. P.*

Acres

Acres of Land at *H.* aforeſaid, are in the Power of the ſaid *E. G.* to diſpoſe of, in caſe of Failure of Heirs of her Body: **Now theſe Preſents witneſs,** That in Conſideration of the great Love and Affection which ſhe the ſaid *E. G.* hath and beareth to and for the ſaid *D. G.* her Huſband, and in Purſuance of the Power and Authority given to the ſaid *E. G.* in and by the ſaid Will of the ſaid *M. S.* deceaſed, as aforeſaid, or of any other Power or Powers whatſoever, any ways veſted in or belonging to the ſaid *E. G.* ſhe the ſaid *E. G.* **hath** directed and appointed, and by this preſent Deed duly executed under her Hand and Seal, **doth** direct and appoint, That from and after the Deceaſe of her the ſaid *E. G.* without Heirs of her Body lawfully begotten, the Heir at Law of the ſaid *T. P.* or ſuch other Perſon or Perſons in whom the Truſt of the ſaid ten Acres of Land at *H.* aforeſaid ſhall appear to have been legally veſted, their reſpective Heirs and Aſſigns, ſhall ſtand ſeiſed of the ſaid ten Acres of Land and Premiſſes in the Pariſh of *H.* aforeſaid, and of all other the Lands and Hereditaments of her the ſaid *E. G.* whereof ſhe hath or ſhall have any Power or Diſpoſal by Virtue of the ſaid Will of the ſaid *M. S.* deceaſed, **In Truſt** for the ſaid *D. G.* his Heirs and Aſſigns for ever. **And theſe Preſents further witneſs,** That for the Conſideration aforeſaid, and in further Purſuance of the ſaid Power and Authority given to her the ſaid *E. G.* in and by the ſaid Will of the ſaid *M. S.* as aforeſaid, or of any other Power or Powers whatſoever any ways veſted in or belonging to her the ſaid *E. G.* ſhe the ſaid *E. G.* **hath** directed and appointed, and by this preſent Deed duly executed, as aforeſaid, **doth** direct and appoint, That from and after the Deceaſe of the ſaid *E. G.* without Heirs of her Body lawfully begotten, the ſaid *M. P.* or ſuch other Perſon or Perſons, in whom the Truſt of the ſaid *South Sea* Stock and *South Sea* Annuity Stock, and the Dividends and Produce thereof, and of all other the Monies, Goods, Chattels and Perſonal Eſtate whatſoever, whereof the ſaid *E. G.* hath or ſhall have any Power or Diſpoſal as aforeſaid, ſhall appear to be legally veſted by virtue of the Truſts aforeſaid, their reſpective Executors and Adminiſtrators, ſhall ſtand poſſeſſed of the ſaid Sum of 1600 *l.* or thereabouts, re-veſted in *South Sea* Stock and *South Sea* Annuity Stock, and the Dividends and Produce thereof, and of and in all other the Monies, Goods, Chattels and Perſonal Eſtate whatſoever, whereof ſhe the ſaid *M. G.* hath or ſhall have any Power of Diſpoſal, as aforeſaid, **In Truſt** for the ſaid *D. G.* his Executors, Adminiſtrators and Aſſigns. **In Witneſs,** &c.

S. S. Stock and Land in the Power of *E. G.* to diſpoſe of *E. G.*'s Appointment, that after her Deceaſe without Heirs of her Body, the Heirs of the ſurviving Truſtees ſhall ſtand ſeiſed of Land in Truſt for her Huſband. And that *M. P.* ſhall ſtand poſſeſſed of *S. S.* Stock, *&c.* in Truſt for her Huſband.

A Wife's Deed of Appointment or Will, according to a Power to her reſerved by Settlements, (notwithſtanding her now Coverture) whereby ſhe diſpoſes ſeveral particular Legacies and Annuities, and makes her Husband ſole Executor.

Know all Men by theſe Preſents, That I *A.* late Wife of——, now Wife of *A.* of, *&c.* by virtue of a Power or Powers reſerved in and by two ſeveral Pair of Indentures Quadripartite, bearing Date on, *&c.* and by virtue of all and every other Power and Powers, **Do** hereby make and ordain my laſt Will and Teſtament, and this Writing purporting my laſt Will and Teſtament; and do hereby, purſuant to the ſaid Power and Powers and to all and every other Power and Powers whatſoever, order, direct, give, limit and appoint in Manner following; And firſt, **I give** and appoint unto *A. B.* of, *&c.* Merchant, 500 *l.* and to *M. C.* (Wife of, *&c.*) 50 *l.* **Item,** I give and appoint to *A. B.* of, *&c.* Spinſter, the Sum of 20 *l.* *&c.* *(And alſo unto ſeveral other Perſons other Sums, &c.)* **Alſo,** I give and appoint unto *C. D.* and *E.* Children of *G.* 20 *l.* a-piece, to be paid to them at their ſeveral Ages of, *&c.* **Alſo** I give and appoint unto *H.* of, *&c.* one Annuity or yearly Sum of——of, *&c.* for and during her Widowhood, to be paid her half-yearly by equal Portions, *viz.* at *Michaelmas* and *Lady-Day*; the firſt Payment to be made on the firſt of the ſaid Feaſts that ſhall firſt happen next after one Year after my Death. **Item,** I give and appoint to ſuch 25 poor Widows, and the like Number of poor old Men of the ſaid Pariſh of *S.* after my Deceaſe, who have been Houſe-keepers in the ſaid Pariſh, the Sum of 40*s.* a-piece of like Money, to be paid by my ſaid Husband *A. B.* **Alſo** I further give and appoint to ſuch Poor of the ſaid Pariſh of *S.* as my ſaid Husband *A. B.* and the Church-wardens of the ſame Pariſh ſhall approve of and think fit, the Sum of 100 *l.* to be diſpoſed and diſtributed in ſuch Proportions as my ſaid Husband and the ſaid Church-wardens ſhall think fit. **Alſo** I give and appoint, *&c.* *(ſeveral other Sums of Money to ſeveral Perſons and their Children.)*——**Alſo** I do hereby appoint and direct, That none of the ſaid Legacies or Sums of Money hereby given or appointed to any Perſon or Perſons who ſhall be under Age at the Time of my Deceaſe, ſhall become due or payable to any ſuch Perſon or Perſons, if Males, until they ſhall reſpectively attain the Age of 21 Years, and if Females until their reſpective Marriages, or Age of 21 Years; And that if ſuch Perſon or Perſons ſhall die before ſuch Legacy or Sums of Money ſhall, by virtue hereof, become payable to them reſpectively, every ſuch Legacy or Sum of Money hereby given to ſuch Perſon ſo dying, ſhall ceaſe and be void. **And laſtly,** I do

I do hereby give and appoint all the reſt of my real and perſonal Eſtate whatſoever and whereſoever, unto my ſaid dear Husband *A. B.* his Heirs, Executors, Adminiſtrators and Aſſigns. And I do hereby revoke and make void all former Wills and Appointments by me made: And do hereby conſtitute and appoint the ſaid *A. B.* the ſole Executor of this my Will. **In Witneſs**, &c.

By a Wife to her Huſband of her Perſonal Eſtate, ſubject, after her Death, to the Will of P. G. *as to a Moiety thereof.*

To all, &c. **Whereas**, &c. *(Recitals.)* **Now know ye and theſe Preſents witneſs**, That in Conſideration of the ſaid Marriage ſo had and ſolemnized between me the ſaid *C. W.* and the ſaid *J. W.* and of the real Love and Affection which I have for and bear to the ſaid *J. W.* my Husband, and to the End and Intent to make ſome better Proviſion for his Support and Maintenance, and for divers other good Cauſes and valuable Conſiderations me hereunto moving, I the ſaid *C. W.* (in Purſuance and by Virtue of the Power to me reſerved and given in and by the ſaid recited Indenture, for giving and diſpoſing of my ſaid Goods, Chattels, Debts, Effects and Perſonal Eſtate, to and for ſuch Uſes, Intents and Purpoſes, as I by any Deed or Writing ſhould direct, order and appoint, and by Virtue of all and every other Power and Powers and Authorities whatſoever, to me in any wiſe reſerved and now belonging) **Have** directed, ordered and appointed; and by this my preſent Deed or Writing, by me ſigned, ſealed and delivered in the Preſence of and atteſted by three credible Witneſſes, who have on the Back hereof ſubſcribed their Names as Witneſſes hereunto, I the ſaid *C. W.* **Do** thereby direct, order and appoint, **All** my Plate, Houſhold Goods, Debts, Effects, Chattels and Perſonal Eſtates whatſoever and whereſoever, and of what Nature or Kind ſoever, whereof or wherein I have Power to diſpoſe, under or by Virtue of the Will of the ſaid *P. G.* or the ſaid recited Indenture, and wherein I the ſaid *C. G.* or any other Perſon or Perſons in Truſt for me, is or are in any wiſe now poſſeſſed, or intitled unto, (ſave and except as to a Meſſuage, *&c.*) **And all** my Right, Intereſt and Property therein, to and for the only proper Uſe, Benefit and Diſpoſe of the ſaid *J. W.* his Executors, *&c.* as and for his and their own proper Monies, Goods and Chattels, from henceforth for ever, and that in as full, large, ample and beneficial Manner, to all Intents, Conſtructions and Purpoſes whatſoever, as I the ſaid *C. W.* could or might have had, received, recovered or enjoyed the ſame, in caſe theſe Preſents had not been made, (**Subject** nevertheleſs to one Moiety or Half-Part of the hereby appointed Premiſſes, from and immediately after the Death of me the ſaid *C. W.* In Truſt, and to and for ſuch Uſes, Intents and Purpoſes as in and by the Will of the ſaid *P. G.* are thereby given and directed touching and concerning the ſame); And I the ſaid *C. W.* do hereby requeſt, deſire, direct and appoint, as well my Co-Executor the ſaid *J. H.* as alſo my ſaid Truſtees the ſaid *L. M.* and *T. F.* and their reſpective Repreſentatives, to account with, and to pay and aſſign all ſuch of my ſaid Debts, Effects and Perſonal Eſtates as are now in their, or any of their Hands, unto the ſaid *J. W.* his Executors, Adminiſtrators and Aſſigns, and which ſhall belong to him and them by Virtue of the Appointment hereby to him and them made. **In Witneſs**, &c.

By an intended Wife, that Truſtees ſhall ſtand ſeiſed of Premiſſes mortgaged in Fee, in Truſt for the Husband.

To all, &c. *J. A.* of, *&c.* Eſq; and *E. J.* Spinſter, Daughter of, *&c.* and the within named *R. L.* ſend Greeting. **Whereas** the ſaid *R. L.* was a Truſtee of the within written Mortgage, for the ſaid Counteſs Dowager of *D.* who did in her Life-time transfer *All* the within written Mortgage-Money and Intereſt unto the ſaid *E. J.* **And whereas** a Marriage is intended, by God's Permiſſion, ſhortly to be had between the ſaid *J. A.* and *E. J.* and the ſaid *E. J.* hath contracted and agreed that the ſaid *J. A.* ſhall have and receive the within mentioned Mortgage-Money of 500*l.* and all Intereſt from henceforth to grow due for the ſame, as Part of the Marriage Portion of the ſaid *E. J.* **Now** the ſaid *E. J.* **Doth** hereby direct and appoint the ſaid *R. L.* and his Heirs, from henceforth to ſtand ſeiſed of the within mentioned mortgaged Meſſuages, Cloſes, Pieces and Parcels of Land, and Hereditaments, and of the within written Mortgage and Security, and the ſaid 500*l.* Principal Money, and of all Intereſt from henceforth to grow due for the ſame, **In Truſt** for the ſaid *J. A.* his Executors, Adminiſtrators and Aſſigns. (R. L. *covenants with* J. A. *that he hath not incumbred, and that he will from henceforth ſtand ſeiſed in Truſt for him, his Executors, Adminiſtrators and Aſſigns.*) **In Witneſs**, &c.

From a Wife to a Truſtee, for her Huſband's Uſe, of a Moiety of a Reverſion of a Copyhold Eſtate, after the Death of her Siſter, the other Coheireſs.

TO all, &c. *E. E.* Wife of *J. E.* of, *&c.* (lately called *E. B.* one of the Daughters and Coheirs of *W. B.* deceaſed) ſendeth Greeting. **Whereas** at a General Court-Leet and Court-Baron holden for the Manor of *H.* in the County of *E.* on —— the —— Day of, *&c.* the ſaid *J. E.* and the ſaid *E. E.* his Wife, *Did* in open Court duly ſurrender into the Hands of the Lady of the ſaid Manor, according to the Cuſtom thereof, *All* that the Reverſion of her the ſaid *E.* (expectant on the Death of *A.* the now Wife of *T. J.* Gent. lately called *A. B.*) of one Moiety or Half Part undivided of and in *All* that Meſſuage or Tenement called or known by the Name of, *&c.* all which Premiſſes were then in the Poſſeſſion of, *&c. To the ſeveral Uſes*, Intents and Purpoſes herein after mentioned and expreſſed, *viz. To the Uſe* and Behoof of the ſaid *E.* for and during her natural Life; and from and after her Deceaſe, *To the Uſe* and Behoof of the ſaid *J. E.* for and during his natural Life; and from and after the Deceaſe of the ſaid *J. E.* and *E.* his Wife, and the Survivor of them, *To the Uſe* of the Heirs of the Bodies of them the ſaid *J. E.* and *E.* his Wife, lawfully to be begotten; and for Default of ſuch Iſſue, *To ſuch Perſon* and Perſons, and for ſuch Eſtate and Eſtates, Uſes, Intents and Purpoſes, and upon and under ſuch Powers and Agreements, as ſhe the ſaid *E.* (whether covert or ſole, and notwithſtanding her Coverture) ſhould, by any Deed or Deeds, or Writing or Writings, under her Hand and Seal, atteſted by two or more credible Witneſſes, or by her laſt Will and Teſtament in Writing, or other Writing in Nature thereof, atteſted by three or more credible Witneſſes, limit, declare, deviſe or appoint; And for Want of ſuch Limitation, Declaration, Deviſe or Appointment, *To the Uſe* and Behoof of the right Heirs of the ſaid *E. E.* for ever. Recital of a Surrender to Uſes,

And the ſaid *E. E.* was then at the ſaid Court admitted to the ſaid Reverſion (expectant as aforeſaid) of the ſaid Moiety or Half Part of the ſaid Premiſſes, *To hold* for and during her natural Life, according to the ſame Surrender, as in and by the Court-Rolls of the ſaid Manor will and may more fully appear: **Now know ye**, That the ſaid *E. E.* for and in Conſideration of the Love and Affection which ſhe the ſaid *E. E.* hath for and beareth to the ſaid *J. E.* her Huſband, and in Conſideration of the tender Care and Affection which the ſaid *J. E.* hath had and ſhewn for the ſaid *E.* his Wife, and for divers other good Cauſes and Conſiderations her the ſaid *E. E.* hereunto eſpecially moving, ſhe the ſaid *E. E.* according to the Power reſerved and contained in the ſaid recited Surrender, and by virtue thereof, and according to all and every the Power and Powers which the ſaid *E. E.* hath in this Behalf, or which to her *Doth* or may in any wiſe belong, and in Purſuance and Execution thereof, **Doth** by this preſent Deed or Writing under her Hand and Seal, atteſted by two or more credible Witneſſes, limited, declared, deviſed and appointed, and by theſe Preſents ſhe the ſaid *E. E.* **Doth** limit, declare, deviſe and appoint the Reverſion and Inheritance (expectant on the ſeveral Deceaſes of the ſaid *A. J. E. E.* and *J. E.* and on Failure of Iſſue of the Bodies of them the ſaid *J. E.* and *E.* his Wife) of the aforeſaid Moiety or Half Part of and in the ſaid Meſſuage or Tenement, Lands, Hereditaments and Premiſſes herein before mentioned, and every Part and Parcel thereof, with their and every of their Appurtenances; and alſo all the Eſtate, *&c.* of her the ſaid *E.* (expectant as herein before is laſt mentioned) in and to the ſame Moiety of the ſame Premiſſes; **Unto and to the Uſe** of *T. B.* of, *&c.* Gent. his Heirs and Aſſigns for ever; **In Truſt nevertheleſs** to and for the only proper Uſe and Behoof of the ſaid *J. E.* his Heirs and Aſſigns for ever. **Provided always nevertheleſs**, That it ſhall and may be lawful to and for the ſaid *E. E.* at any Time during her natural Life, (whether Covert or Sole, and notwithſtanding her Coverture), by any Deed or Writing under her Hand and Seal atteſted by two or more credible Witneſſes, or by her laſt Will and Teſtament, or other Writing in the Nature thereof, atteſted by three or more credible Witneſſes, **To** alter, change, revoke, null and make void the ſaid Uſe and Uſes, Eſtate and Eſtates hereby limited or created, of and in the ſaid Reverſion of the ſaid Moiety of the ſaid Meſſuage, Lands and Premiſſes or any Part thereof; and thereof and of any Part thereof, by the ſame Deed or Writing, or by ſuch laſt Will and Teſtament, or in Writing in the Nature thereof, atteſted as aforeſaid, to create, limit, appoint or declare any other Uſe or Uſes, Eſtate or Eſtates, Truſt or Truſts of and in the ſame Premiſſes and every or any Part thereof, in ſuch Sort, Manner and Form as the ſaid *E. E.* ſhall think fit and convenient. **In Witneſs** whereof the ſaid *E. E.* hath to this her Limitation, Declaration, Deviſe or Appointment, ſet her Hand and Seal the —— Day of, *&c.* and Admittance. Conſideration. Limitation. Power of Revocation.

Fourthly, Appointments by Husband and Wife, or the Wife alone, of Lands to their Use, or the Use of their or one of their Heirs, &c.

By Husband and Wife, of her Estate of Inheritance, Habendum, *after the Death of the Survivor, to the Use of the Heirs and Assigns of the Wife, pursuant to a Power reserved in a Conveyance by Deed and Fine.*

THIS Indenture, made, &c. Between J. T. of, &c. Esq; and D. his Wife, (Niece and Heir of Sir T. D. late of, &c. Knt. deceased,) of the one Part, and (*a Trustee*) of the other Part. Whereas by Indenture bearing Date, &c. made, &c. between the said J. T. and D. his Wife, of the one Part, and J. J. of, &c. Esq; of the other Part, and by virtue of a Fine with Proclamations duly acknowledged and levied by the said J. T. and D. his Wife, to the said J. J. and his Heirs, pursuant to the Covenant and Agreement for that Purpose contained in the said Indenture, All those, &c. of them the said J. T. and D. his Wife, situate, &c. or in any other Town, Parish or Place whatsoever in the said County of B. which were the Freehold or Inheritance at the Common Law of Sir T. D. Knt. deceased, Uncle of the said D. T. *Were* limited to the Use of the said J. J. his Heirs and Assigns, *In Trust* that the said J. J. and his Heirs should stand and be seised of all and singular the said Manors, &c. therein and herein before mentioned, with their and every of their Appurtenances, to the several Uses, Intents and Purposes, and with and under the several Limitations, Powers, Liberties and Authorities therein after mentioned, that is to say, To the Use of the said J. T. for and during his natural Life without Impeachment of Waste, and with such further Powers, Liberties and Authorities as are therein after limited and expressed; and from and after the Decease of the said J. T. to the Use of the said D. T. for and during her natural Life without Impeachment of Waste, and with such further Powers, Liberties and Authorities as are therein after mentioned; and from and after the Deceases of the said J. T. and D. his Wife, and the Survivor of them, to the Use of such Person and Persons, and to such Intents and Purposes, as the said J. T. and D. his Wife, or the Survivor of them, should by any Writing or Writings under both their Hands and Seals, or under the Hand and Seal of the Survivor, executed in the Presence of two or more credible Witnesses, declare, limit or appoint, and for want of such Declaration, Limitation or Appointment, to the Use of the right Heirs of the said D. T. for ever, as by, &c. Relation, &c. Now this Indenture witnesseth, That for divers good Causes and valuable Considerations, them the said J. T. and D. his Wife, hereunto especially moving, they the said J. T. and D. his Wife, according to the Power to them reserved and given in and by the said in Part recited Indenture, and by virtue thereof and of all and every Power or Powers, Authority or Authorities which to them or either of them doth belong or appertain, Have and each of them Hath declared, limited and appointed, and by this present Writing under both their Hands and Seals, executed in the Presence of two credible Witnesses, whose Names are hereupon indorsed, Witnesses hereunto, Do, and each of them the said J. T. and D. his Wife, Doth declare, limit and appoint unto the said (*Trustee*) his Heirs and Assigns, All the said Manors, &c. and all and singular other the Premisses herein before mentioned and comprised in the said herein before in Part recited Indenture, and the yearly and other Rents, Issues and Profits of the said Manors, &c. and all and singular other the Premisses hereby declared, limited and appointed or intended so to be as aforesaid, with their and every of their Rights, Members and Appurtenances; To have and to hold the said Manor, &c. as aforesaid, with their and every of their Rights, Members and Appurtenances, from and after the Deceases of the said J. T. and D. his Wife, and the Decease of the Survivor of them, unto the said (*Trustee*) his Heirs and Assigns, To the Use and Behoof of the said (*Trustee*) his Heirs and Assigns for ever: In Trust nevertheless for the only Benefit and Advantage of the said D. T. her Heirs and Assigns for evermore. In Witness, &c.

Recital of a Deed and Fine, whereby an Estate is limited in Trust for the Use of

J. T. for Life.

After his Decease to D. T. for Life.

After both their Deaths, then as they shall have appointed.

Their Appointment to a Trustee.

By Husband and Wife, by virtue of a Deed and Recovery of Lands, to such Uses as they should appoint, to the Husband for Life; Remainder to the Wife's Heirs in Fee, with a Power for the Husband to charge a Sum by Will to be raised after her Death.

TO all, &c. *A. B.* late of, &c. and *B.* his Wife, one of the Daughters of *C. D.* late of, &c. send Greeting. Whereas, &c. (*Recital of a Lease, Release and a Recovery, whereby*

Recitals.

whereby Lands, &c. were conveyed to ſuch Uſes as Huſband and Wife ſhould appoint; and for want of ſuch Appointment, to the Uſe of them reſpectively for Life, ſans Waſte; *Remainder to his Heirs:*) **Now know ye** that the ſaid *A. B.* and *B.* his his Wife, by Force and virtue of the ſaid recited Power and Authority to them in that Behalf given or reſerved as aforeſaid, and of all and every other Power, *&c.* **Do** by this their Deed, *&c.* under, *&c.* atteſted, *&c.* limit, declare, direct and appoint, that all and every the ſaid Meſſuages, *&c.* ſhall from henceforth be, go, remain and continue; and that the ſaid recited Indentures of Leaſe and Releaſe, and common Recovery thereupon ſuffered, and the full Force and Effect of the ſame and of every of them, ſhall be and enure, and ſhall be adjudged and taken to be and enure, and are ſo meant and intended to be and enure; and that the ſaid *E. F.* (the Defendant in the ſaid Recovery named) and his Heirs, ſhall ſtand and be ſeiſed of the ſaid Meſſuages, *&c.* to and for ſuch Uſes, Intents and Purpoſes, and under and ſubject to ſuch Powers, Proviſoes and Agreements, and charged and chargeable in ſuch Manner as are herein after in that Behalf mentioned, expreſſed or declared; that is to ſay, **To the Uſe** and Behoof of the ſaid *B.* his Wife, and of her Heirs and Aſſigns for ever. **Provided always nevertheleſs**, and it is the true Intent and Meaning of theſe Preſents, and the ſaid *A. B.* and *B.* his Wife, do hereby declare, direct and appoint, that it ſhall and may be lawful to and for him the ſaid *A. B.* by his laſt Will, *&c.* in Writing, *&c.* to charge the ſaid Meſſuages, *&c.* with any Sum, *&c.* (not exceeding *&c.*) to be levied and raiſed after the Deceaſe of her the ſaid *B.* and not before or ſooner, and to be paid and diſpoſed of to ſuch Perſon or Perſons, and for ſuch Uſes and Purpoſes, and at ſuch Time or Times, (after the Deceaſe of the ſaid *B.*) and in ſuch Parts and Proportions, Manner and Form as the ſaid *A. B.* ſhall by ſuch his laſt laſt Will, *&c.* atteſted as aforeſaid, limit, *&c.* the ſame; any Thing, *&c.* (*Proviſo of Revocation and new Limitation reſerved to them both. See* Tit. **Proviſo.**) **In Witneſs**, &c. Appointment.

By a Wife of Lands to her ſecond Huſband and ſelf, and their Heirs and Aſſigns for ever, purſuant to a Power reſerved in a Settlement made on her firſt Marriage.

To all People to whom, *&c. J. C.* the now Wife of *W. C.* of, *&c.* ſend Greeting. **Whereas** the ſaid *J. C.* whilſt ſhe was ſole (by the Name of *J. E.* of, *&c.*) by Indenture of Leaſe and Releaſe, bearing Date, *&c.* in Conſideration of a Marriage then agreed on between the ſaid *J.* and one *T. W.* of, *&c. Did* grant, *&c.* unto *W. W.* of, *&c.* and *R. W.* of, *&c.* **All** that, *&c. To be had and holden* unto the ſaid *W. W.* and *R. W.* their Heirs and Aſſigns for ever, to the Uſes, *&c.* (*of ſaid* J. E. *till Marriage, afterwards to her firſt Huſband for Life; Remainder to herſelf for Life, Remainder to Truſtees for* 60 *Years to pay* 100 l. *to whom ſhe ſhould appoint; Remainder to her Iſſue by her former Huſband; and in Default of Iſſue, to whom ſhe ſhould appoint; and in Default of ſuch Appointment, to the Uſe of the Huſband and his Heirs and Aſſigns for ever:*) **And whereas** the ſaid Marriage did afterwards take Effect, and the ſaid *T. W.* is ſince dead, and ſhe the ſaid *J. E.* has ſince intermarried with the ſaid *W. C.* her preſent Huſband: **Now know ye** that the ſaid *J. C.* in Conſideration of the ſaid Marriage laſt mentioned, and for other Conſiderations her thereunto moving, **Hath** (in Purſuance of the Power to her reſerved and given in and by the ſaid recited Indenture of Releaſe) limited, ordered, directed and appointed; and by this preſent Writing ſigned with her Hand, and ſealed with her Seal, in the Preſence of *J. T. J. B.* and *A. D.* being three credible Witneſſes, **Doth** order, *&c.* that all and ſingular the ſaid Premiſſes above mentioned, with the Appurtenances, ſhall from henceforth for ever hereafter be and remain, and the ſaid *W. W.* and *R. W.* and their Heirs, and all and every other Perſon and Perſons, and his and their Heirs, ſtanding and being ſeiſed of and in the ſaid Meſſuage, Tenement and Premiſſes above recited, ſhall at all Times hereafter ſtand and be ſeiſed thereof, and of every Part and Parcel thereof, with the Appurtenances, **To the Uſe** and Behoof of the ſaid *W. C.* and *J.* his Wife, their Heirs and Aſſigns for ever, and to and for no other Uſe, Intent or Purpoſe whatſoever. **In Witneſs**, &c.

Recital of Settlement on the firſt Marriage.

Firſt Huſband's Death, and ſecond Marriage.

Appointment.

Fifthly,

Fifthly, Appointments of Portions and other Provisions for Children.

By a Husband, of Lands, after his and his Wife's Death, to the Use of all their Children (except the eldest Son) as Tenants in Common in Tail General, with cross Remainders; Remainder to the eldest Son in Tail; Remainder to the Father in Fee, with a Proviso that if a younger Son becomes the eldest alive, his Share shall go amongst the rest of the Children.

By Indorsement.

KNOW, &c. That I the within named *J. C.* by Force and Vitue of the Power and Authority to me in that Behalf given or reserved in and by the within written Indenture, and of all other Powers and Authorities enabling me thereunto, DO by this my Writing under, *&c.* testified, *&c.* direct, limit and appoint, ALL, *&c.* in and by the within written Indenture granted and released, or mentioned, *&c.* with their, *&c.* from and immediately after the several Deceases of me the said *J. C.* and *A.* my now Wife, to, and TO THE USE and Behoof of all and every the Children (whether Sons or Daughters) of me the said *J. C.* by the said *A.* my Wife born or to be born (except the eldest or only Son for the Time being of me and my said Wife) to be equally divided between them Share and Share alike, as Tenants in Common and not as Jointenants, and the Heirs of their respective Bodies of all and every the said Children lawfully issuing, (except of such eldest or only Son); AND if one or more of such Children shall happen to die without Issue, then as to the Share or Shares of him, her or them so dying without Issue, to, and TO THE USE of the Survivors or others of them (except as aforesaid) Share and Share alike, and the Heirs of their respective Bodies issuing (except as aforesaid); AND if all such Children but one shall happen to die without Issue; or if there shall be but one such Child besides an eldest or only Son; then to, and TO THE USE of such only Child and the Heirs of his or her Body issuing; AND for Default of such Issue, then to, and TO THE USE of such elder or only Son of me by my said Wife, and the Heirs of his Body issuing; AND for Default of such Issue, then to, and TO THE USE of me the said *J. C.* and of my Heirs and Assigns for ever. PROVIDED ALWAYS, That if any younger Son of me by my said Wife shall by the Death of an elder without Issue become an elder or only Son, then and in such Case, and so often the Share or Shares of such younger Son so becoming an elder or only Son, shall be, go and remain, to and amongst the rest of my said Children, and the Heirs of their respective Bodies, in like Manner as if such younger Son becoming an elder or only Son had been actually dead without Issue; any Thing, *&c.* (*A Power to revoke and declare new Uses. See* Tit. PROVISOES.) IN WITNESS, &c.

By a Father, to raise Portions for Daughters and a younger Son, pursuant to a Power reserved in a Settlement to Uses.

Recitals, *viz.*

THIS INDENTURE, &c. BETWEEN the Right Hon. *P.* Earl of *C.* of the one Part, and *C. S.* of, *&c.* Esq; and *T. B.* of, *&c.* Gent. of the other Part. WHEREAS by an Indenture bearing Date, *&c.* and made, *&c. Between* the said *P.* Earl of *C.* and the Right Honourable *P.* Lord *S.* (eldest Son and Heir Apparent of the said Earl) of the one Part, and the Right Honourable *G.* Lord Marquis of *H.* of the other Part, (reciting as therein is recited) the said *P.* Earl of *C.* and *P.* Lord *S.* (for the Considerations therein mentioned) *Did* grant, remise, release and confirm unto the said Lord *M.* of *H.* and his Heirs, *All* that, *&c. To the Use* of the said *P.* Earl of *C.* for his Life, *sans Waste*; Remainder *To the Use of* the said *P.* Lord *S.* his Heirs and Assigns for ever; *In which Indenture* (amongst other Things) are contained the Powers or Provisoes in the Words or to the Effect following, (that is to say) *Provided always*, and the true Intent and Meaning of these Presents, and the Parties to the same was, that the said *P.* Earl of *C.* should have full Power and Authority, and that it should and might be lawful for him from Time to Time, and at any Time then after during his natural Life, by any Deed or Deeds in Writing, to be by him sealed and delivered in the Presence of two credible Witnesses at the least, or by his last Will and Testament in Writing, by him subscribed, sealed and published, in the Presence of two credible Witnesses at the least, to charge all or any Part of the said Manors, Lordships, Messuages, Lands, Tenements, Hereditaments and Premisses, therein before granted and released, or mentioned or intended to be granted or released, in such Manner as he should think fit, with the Payment of any Sum or Sums of Money not exceeding 15000 *l.* in the whole for the Portion and Portions of the

A Deed to the Use of *P.* Earl of *C.* for Life, Remainder to the Use of *P.* Lord *S.* his Heirs and Assigns for ever: Containing a Power for the Earl of *C.* to charge the Premisses with 15000 *l.* for the Portions of his Daughters and younger

Daughters

Daughters and younger Son of him the ſaid *P.* Earl of *C.* by the Right Honou able the Lady *E. D.* deceaſed, (Eldeſt Daughter of the Right Honourable *C.* Earl of *C.*) his late Wife, to be paid in ſuch Proportions, and at ſuch Times and in ſuch Manner, and with ſuch Power, Ways and Means, by Mortgage, Sale or otherwiſe, for raiſing thereof, as he the ſaid Earl of *C.* ſhall think fit and appoint; any Thing therein, *&c.* notwithſtanding; *Provided always*, and the true Intent and Meaning of theſe Preſents, and the Parties to the ſame was, that if the ſaid Earl of *C.* ſhould pay or cauſe to be paid any Sum or Sums of Money for the Portions of the ſaid Daughters and younger Son, according to the Purport of the aboveſaid firſt Proviſo, any other Way or Ways than by raiſing the ſame by the ſame Proviſo, that then the ſaid Earl of *C.* ſhould or might by the ſame Proviſo, or ſuch Ways or Means as are therein mentioned, raiſe out of or by the Premiſſes to his own Uſe ſo much Money, not exceeding in the Whole 15000 *l.* for or towards the Payment and Satisfaction of ſuch Money as he ſhould ſo pay or cauſe to be paid as aforeſaid; *Any* Thing, *&c.* notwithſtanding, *As* by the ſaid recited Indenture (Relation, *&c.*) more at large may appear. **And whereas** the Honourable the Lady *M. S.* and the Lady *K. S.* were the Daughters, and the Honourable *C. W.* alias *S.* was the Younger Son of the ſaid Earl of *C.* by the ſaid Lady *E. D.* and upon the Marriage of the ſaid Lady *M.* with *T. C.* Eſq; the ſaid Earl of *C.* paid 8000 *l.* as and for her Portion; and upon the Marriage of the ſaid Lady *K.* with *G. C.* Eſq; the ſaid Earl of *C.* paid the Sum of 8000 *l.* as and for her Portion; and the ſaid Earl paid to the ſaid *C. W.* alis *S.* the Sum of 100 *l.* for his Part and Portion of the before mentioned Sum of 15000 *l.* *And* the ſaid Earl of *C.* intends the Sum of 1500 *l.* ſhall be raiſed out of or by the Premiſſes to his own Uſe, towards the Payment and Satisfaction of the ſaid two ſeveral Sums of 8000 *l.* paid by him for Portions as aforeſaid, he having appointed, and by theſe Preſents appointing the ſaid Sum of 15000 *l.* to have and be the Portions of his ſaid Daughters and Younger Son: **Now this Indenture witneſſeth,** That the ſaid *P.* Earl of *C.* by this his Deed in Writing, ſealed and delivered in the Preſence of —— credible Witneſſes, whoſe Names are hereon indorſed, by Virtue and in Purſuance of the ſaid Powers and Authorities given and reſerved to him by the ſaid recited Indenture, and of all other Powers and Authorities at any Time to him given or reſerved, or now in him, touching the charging the ſaid Manors, Lordſhips, Meſſuages, Rectory, Advowſons, Tenements and Hereditaments, with the Payment of any Sum or Sums of Money not exceeding, *&c.* **Doth** charge and make chargeable the ſaid Manors, *&c.* with the Payment of the ſaid Sum of 15000 *l.* to him the ſaid *P.* Earl of *C.* his Executors, Adminiſtrators or Aſſigns; **And** for and in Conſideration of the Sum of 15000 *l.* of, *&c.* to him the ſaid Earl in Hand paid by the ſaid *C. S.* and *T. B.* at or before the Sealing and Delivery of theſe Preſents, the Receipt whereof the ſaid Earl of *C.* doth hereby acknowledge, and thereof doth acquit, releaſe and diſcharge the ſaid *C. S.* and *T. B.* their Executors and Adminiſtrators, *He* the ſaid *P.* Earl of *C.* in Purſuance of the aforeſaid Power and Powers, Authority and Authorities, hath leaſed, bargained, ſold, limited and appointed, and by theſe Preſents **Doth** leaſe, bargain, ſell, limit and appoint unto the ſaid *C. S.* and *T. B.* their Executors, Adminiſtrators and Aſſigns, **All** thoſe the ſaid Manors, *&c.* which in and by the ſaid recited Indenture were or are mentioned to be granted, remiſed, releaſed and confirmed, with their and every of their Rights, Members and Appurtenances; **To have and to hold** the ſame Manors, *&c.* unto the ſaid *C. S.* and *T. B.* their Executors, *&c.* from the Day next before the Day of the Date of theſe Preſents, for and during and until the full End and Term of 500 Years from thence next enſuing, and fully to be compleat and ended, without Impeachment of Waſte; **Yielding and paying** therefore the Rent of one Pepper-Corn only on the Feaſt Day of St. *Michael* the *Archangel*, if the ſame ſhall be lawfully demanded. **Provided always**, and it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, that if the ſaid *P.* Lord *S.* his Heirs, Executors or Adminiſtrators, or ſuch Perſon or Perſons, to whom the next and immediate Reverſion or Remainder of the ſaid Premiſſes, expectant upon the Determination of the ſaid Term of 500 Years, ſhall for the Time being belong, *Do* and *Shall* well and truly pay or cauſe to be paid unto the ſaid *C. S.* and *T. B.* their Executors, Adminiſtrators or Aſſigns, at or in, *&c.* the full Sum of 15000 *l.* of, *&c.* upon the —— Day of —— next enſuing the Date of theſe Preſents, with Intereſt for the ſame after the Rate of 5 *l. per Cent. per Ann.* by Half-yearly Payments, without making any Deduction or Abatement out of the ſame Sum, for or in Reſpect of any Taxes, Charges, Duties or Aſſeſſments charged or impoſed, or to be charged or impoſed upon the ſaid Premiſſes, or any Part thereof, or for or in Reſpect of any other Repriſal, Matter or Thing whatſoever; then the Demiſe hereby made, and every Thing herein contained, ſhall ceaſe, determine, and be utterly void. **Provided alſo**, and it is hereby further declared and agreed by and between the ſaid Parties to theſe Preſents that until Default ſhall be made of or in Payment of the ſaid Sum of 15000 *l.* or of ſome Part thereof, contrary to the Tenor and true Meaning of the Proviſoes herein before mentioned for Payment thereof, the ſaid Manors and Premiſſes ſhall and may

Son, to be paid as he ſhall appoint.

If otherwiſe raiſed and paid, to reimburſe himſelf.

Portions paid by him.

Earl of *C.* intends to raiſe the 1500 *l.* to his own Uſe.

Charge on the Premiſſes for the ſame.

Appointment by Demiſe to Truſtees for 500 Years.

Proviſo that if the next in Reverſion pays the 15000 *l.* the Demiſe to be void.

Proviſo that till Default in Payment the Premiſſes ſhall be enjoyed according to the recited Deed

may be held and enjoyed, and the Rents, Iſſues and Profits thereof be received and taken, according to the Uſes and Eſtates therein limited, in and by the ſaid recited Indenture, without the Let, Suit or Interruption of the ſaid *C. S.* and *T. B.* or either of them, their or either of their Executors, Adminiſtrators or Aſſigns. **In Witneſs**, &c.

By a Father, of a Portion charged by Deed on Lands for his Daughter, and an Agreement and Declaration that he will give her a larger Portion, excluſive of that made on her Marriage; by Indorſement on a Settlement.

Childrens Deaths.

To all, &c. the within named *B. B.* of, *&c.* ſends, *&c.* **Whereas** the within named *A. B.* Son of the ſaid *B. B.* by *A.* his late Wife, is ſome Time ſince deceaſed, under the Age of 21 Years, and without Iſſue, and no other Children of the ſaid *B. B.* by the ſaid *A.* his late Wife (who is alſo dead) lived to attain the Age of 21 Years, or be married, ſave only one Son and one Daughter, *viz. C. B.* who has attained his Age of 21 Years and is married, and *D. B.* Spinſter, who has attained her Age of 21 Years, but no Sum or Time of Payment has been yet fixed or aſcertained for the Portion of the ſaid *D. B.* by Virtue of the within written Indenture, which now the ſaid *B. B.* intends to be the Sum of 3000 *l.* to be forthwith raiſed and paid, together with Intereſt for the ſame after the Rate of 5 *l. per Cent. per Ann.* from henceforth, until the ſaid Sum of, *&c.* ſhall be actually paid: **And whereas** by Indenture bearing Date, *&c.* and made previous to the Marriage of the ſaid *C. B.* with *E.* his now Wife, the within mentioned Term of 100 Years of and in the Manor, *&c.* within mentioned, to be ſituate, *&c.* in the County of *S.* and in the ſame Term compriſed, was for the Conſiderations, and in Manner in the ſame Indenture expreſſed, ſurrendered or mentioned, *&c.* but the ſaid Term, and the within mentioned Truſts thereof, are yet ſubſiſting as to the within mentioned Manor, *&c.* in the County of *R.* and in the ſame Term alſo compriſed: **And whereas** a Marriage is intended, *&c.* between Sir *F. G.* of, *&c.* and the ſaid *D. B.* **And whereas** the ſaid *B. B.* in Proſpect and Conſideration of the ſaid intended Marriage, hath agreed to advance and give with his ſaid Daughter on her ſaid intended Marriage the Sum of 12000 *l.* (over and above the Sum of 3000 *l.*) hereby charged and fixed, for or towards her Portion, by Virtue of the within written Indenture and Truſts of the ſaid Term of 100 Years: **Now know ye**, that for the End and Purpoſe aforeſaid, and in Purſuance, and by Force and Virtue of the Power and Authority to him the ſaid *B. B.* given or reſerved, in and by the ſaid within written Indenture, and of all other Powers, *&c.* **He** the ſaid *B. B.* **Doth** by his Deed, *&c.* under, *&c.* teſtified, *&c.* declare, direct and appoint, that the Sum of Money intended for the Portion of the ſaid *D. B.* by Virtue of the within written Indenture, and Truſts of the ſaid Term of 100 Years, is to be and ſhall be the full Sum of 3000 *l.* of, *&c.* and that the ſame ſhall be forthwith raiſed and levied by and out of the Premiſſes in the ſaid County of *R.* or any Part thereof, by the Ways and Means in that Behalf within mentioned, and thereupon be forthwith paid to the ſaid *D. B.* or her Aſſigns, in Part of her Marriage Portion, together with Intereſt for the ſame from henceforth, until the ſaid Sum of 3000 *l.* ſhall be actually paid: **And** for that End the ſaid *B. B.* doth hereby authorize, impower and direct *G. H.* and *H. B.* the Truſtees of the ſaid Term of 100 Years, and the Survivor, *&c.* his Executors, *&c.* forthwith to raiſe, levy and pay the ſame accordingly: **And** the ſaid *B. B.* doth hereby expreſly declare, that he does not intend that the ſaid Sum of 12000 *l.* which he has agreed to advance and give with the ſaid *D.* his Daughter on the ſaid intended Marriage as aforeſaid, (over and above the ſaid Sum of 3000 *l.*) ſhall be in full of her Portion, intended or provided for her by the within written Indenture, although the ſame is more than equivalent to, and doth far exceed the ſaid Sum of 3000 *l.* but his Mind and Intention is, and ſo he does hereby expreſly declare, that ſhe the ſaid *D.* ſhall have for her Marriage Portion the ſaid whole Sum of 3000 *l.* together with and over and above the ſaid Sum of 12000 *l.* any Thing, *&c.* **In Witneſs**, &c.

Portion intended for ſurviving Daughter.

A Term ſubſiſting.

Marriage intended.

Another Portion to be advanced.

Appointment of 3000 *l.* purſuant to the within Deed.

Direction to Truſtees to raiſe the ſame.

Declaration that ſhe ſhall have both the 12000 *l.* and the 3000 *l.*

By a Father, to make a Proviſion for two Daughters, viz. *For the Eldeſt who is unmarried, a Moiety of his Eſtate; and for the Younger, who married againſt his Conſent, the Intereſt of Money to be raiſed out of the other Moiety, to be paid to her ſeparate Uſe during the Coverture; if ſhe ſurvives her Husband, to her and her Aſſigns*, &c.

Recitals of a Deed and Fine.

To all, &c. *S. K.* Eſq; late one of the Maſters in Ordinary of the High Court of Chancery, ſendeth, Greeting. **Whereas** by Virtue of one Indenture, *&c.* between the ſaid *S. K.* and *C.* his Wife of the one Part, and *J. M.* of, *&c.* and *J. K.* of, *&c.* of the other Part,

Part, and by Virtue of a Fine with Proclamations, acknowledged and levied purſuant to the Covenant in the ſame Indenture for that Purpoſe contained, **All** thoſe, *&c.* were limited, **To the Uſe** of the ſaid *J. M.* and *J. K.* their, *&c.* for and during the Term of 500 Years from thence next enſuing, without Impeachment of Waſte, upon ſuch Truſts as are therein and herein after mentioned concerning the ſaid Term, and charged with the ſaid Term of 500 Years, (to wit), **To the Uſe** of the ſaid *S. K.* for his Life, with Remainder to the ſaid *C.* his Wife for her Life, with Remainder as to one undivided Moiety or Half-Part of the ſaid two Meſſuages, *&c. To the Uſe* of *H. K.* ſecond Daughter of them the ſaid *S. K.* and *C.* his Wife, her Heirs and Aſſigns for ever; and as to the other undivided Moiety or Half-Part of the ſaid two Meſſuages, *&c. To the Uſe* of *M. K.* youngeſt Daughter of them the ſaid *S. K.* and *C.* his Wife, now the Wife of *R. B.* youngeſt Son of Sir *W. B.* Bart. her Heirs and Aſſigns for ever: *And it is thereby declared and agreed*, That the ſaid Term and Eſtate limited unto the ſaid *J. M.* and *J. K.* their, *&c.* for the ſaid Term of 500 Years was to them ſo limited, *Upon Truſt*, and to the Intent and Purpoſe that the ſaid *J. M.* and *J. K.* and the Survivor of them, and the Executors, *&c.* of ſuch Survivor, ſhould and might, by and with the Conſent and at the Direction and Appointment of the ſaid *S. K.* by Aſſignment or Aſſignments, Leaſe or Leaſes, Mortgage or Mortgages, of one or both of the ſaid Meſſuages, or of any Part or Parts thereof, for and during the ſaid Term of 500 Years, or any leſſer Number of Years, from Time to Time borrow, raiſe and ſecure any Sum or Sums of Money, with lawful Intereſt for the ſame; the principal Money ſo to be borrowed not exceeding in the Whole the Sum of 500 *l.* the which 500 *l.* or any leſſer Sum ſo to be borrowed and ſecured, were to be and ſhould be paid and payable to or for the Uſe of the ſaid *S. K.* his, *&c.* and in the mean Time and until ſuch Monies borrowed as aforeſaid, and as to ſuch Part of the ſaid Premiſſes, on Security whereof no ſuch Monies ſhould be ſo borrowed, the ſaid Term of 500 Years was to attend and wait upon the ſeveral Uſes therein above limited of the ſaid Meſſuages in Remainder after the ſaid Term of 500 Years, according to the ſeveral Eſtates and Intereſts ſo thereof limited, as by the ſaid Indenture and Fine, Relation, *&c.* **And whereas** the ſaid *M.* without and againſt the Conſent of the ſaid *S. K.* her Father, hath ſome Time ſince intermarried with the ſaid *R. B.* **Now theſe Preſents witneſs**, that to the Intent to make ſome Proviſion for the ſaid *M.* ſeparate from her Huſband, commencing from his own Death and the Death of the ſaid *C.* his Wife, he the ſaid *S. K.* in Purſuance of the Power given him by the ſaid recited Indenture, or any other Power in him veſted, *Hath* directed and appointed, and by theſe Preſents *Doth* direct and appoint, that the ſaid *J. M.* and *J. K.* or the Survivor of them, or the Executor, *&c.* of the Survivor of them, ſhall, as ſoon as may be after the Deceaſe of the ſaid *S. K.* and *K.* his Wife, ſurrender and aſſure one Moiety of the ſaid two Meſſuages and Premiſſes, unto the ſaid *H. K.* her Heirs and Aſſigns; and further that the ſaid *J. M.* and *J. K.* or the Surveyor of them, or the Executors, *&c.* of ſuch Survivor, by one or more Aſſignment or Aſſignments, Leaſe or Leaſes, Mortgage or Mortgages, of or out of the Rents and Profits of the other Moiety of the ſaid Meſſuages, or of any Part or Parts of the ſaid other Moiety, for and during the ſaid whole Term of 500 Years, or any leſſer Number of Years, ſhall and do raiſe, borrow and ſecure the Sum of 500 *l.* of, *&c.* and ſhall pay, apply and diſpoſe of the ſaid Sum of 500 *l.* in Manner and to the Intents and Purpoſes following, *viz.* **Upon ſpecial Truſt** and Confidence, that they the ſaid *J. M* and *J. K.* and the Survivor of them, ſhall from Time to Time, put, place out and diſpoſe of the ſaid Sum of 500 *l.* upon Security or Securities at Intereſt, or upon any Parliamentary Funds, or in the Purchaſing of any publick Stock, and ſhall from Time to Time pay all the Intereſt, Profit and Proceed that ſhall ariſe thereby or therefrom, during the Joint Lives of the ſaid *M.* and the ſaid *R. B.* her preſent Husband, unto the proper Hands of her the ſaid *M.* for her ſole, ſeparate and peculiar Uſe, Benefit and Diſpoſition, notwithſtanding her Coverture, with which ſaid laſt mentioned Sum of 500 *l.* or with any Intereſt, Profit or Proceed thereof or therefrom, the ſaid *R. B.* is not to intermeddle or have any controlling Power over the ſame, or any Part thereof, nor is the ſame to be in any ſort liable or ſubject to his the ſaid *R. B.*'s Acts, Engagements, Debts, Incumbrances or Forfeitures; and the Receipts or Acquittances from Time to Time, in Writing under the Hand of the ſaid *M.* (notwithſtanding her Coverture) ſhall be a ſufficient Diſcharge to the ſaid *J. M.* and *J. K.* their, *&c.* for the ſaid Intereſt, Profit and Proceed thereof, or ſo much thereof as ſhall be thereby acknowledged to be received from them or either of them, or their or either of their Executors, *&c.* reſpectively; and in Caſe the ſaid *M.* ſhall happen to ſurvive her ſaid Husband, then as to the ſaid Sum of 500 *l.* and all the Produce and Proceed thereof, **In Truſt** for the ſole and only Benefit and Advantage of her the ſaid *M.* her Executors, Adminiſtrators and Aſſigns; but in Caſe the ſaid *M.* ſhall happen to depart this Life in the Life-time of her ſaid Husband, then **In Truſt** to pay the ſaid Sum of 500 *l.* and all the Intereſt, Profit and Proceed thereof then remaining unpaid or unaccounted for to the ſaid *M.* unto and **To the Uſe of** all and every the Child and Children

Lands were limited to Uſes.

Declaration that a Term of 500 Years was limited on Truſt to be aſſigned, *&c* according to the Father's Appointment to raiſe 500 *l.* for his Uſe.

M.'s Marriage to *R. B.* without her Father's Conſent.

Appointment of a Moiety of the Premiſſes to the Elder Daughter,

to be put out at Intereſt;

the Intereſt to be paid during the Joint Lives of the younger Daughters and her Huſband, to her proper Hands for her ſeparate Uſe.

M.'s Receipts to be good.

In caſe *M.* ſurvives her Huſband, then the 500 *l.* and all the Produce ſhall be in Truſt for her and her Aſſigns.

But if ſhe dies before him,

then to the Uſe of her Children. If no Children, then in Truſt for her Siſter *H.* her Executors, &c.

dren of the Body of the ſaid *M.* equally to be divided between and among them Share and Share alike, if more than one Child; and in Caſe the ſaid *M.* ſhall happen to depart this Life in the Life-time of her ſaid Husband, without leaving any Iſſue of her Body living at the Time of her Death, then in Truſt for the only Benefit and Advantage of the ſaid *H. M.* her Executors, Adminiſtrators and Aſſigns. (*Here were two Proviſoes, one for the Truſtees to deduct their Expences out of the Intereſt of the* 500 l. *and not to be anſwerable for each other, and the other a Power of Revocation.* *See* Tit. **Proviſo.**) **In Witneſs**, &c.

By a Father, of the Truſt of a Term raiſed by a Marriage Settlement, after his Death, to pay his eldeſt Son an Annuity for Life, ſubject to the Land Tax, and another Annuity to a Daughter for her ſeparate Uſe, &c. *and charged with Annuities in Truſt for a ſecond Son, with a Proviſo, that if the eldeſt ſues,* &c. *the Truſtee,* &c. *the Coſts ſhall be diſcounted out of his Annuity.*

Recitals.

THIS Indenture made, *&c.* **Between** *A. B.* of, *&c.* of the one Part, and *C. D.* of, *&c.* of the other Part. **Whereas**, &c. (*Recital of a Marriage Settlement of Lands, to the Uſe of the Husband for Life,* ſans Waſte, *then to the Truſtees for* 100 *Years, Then to the Uſe of the firſt and other Sons of the Marriage in Tail Male; the Truſt of which Term, after others ſince determined, is declared to provide for younger Children by the Father's Appointment.*)

Appointment.

Now this Indenture witneſſeth, that the ſaid *A. B.* in Purſuance of the aforeſaid Truſts, and by Virtue of the Power *&c.* **Doth** by this preſent Deed, *&c.* direct and appoint, that from and after his Deceaſe, the ſaid Term of 100 Years, of and in the ſaid Meſſuage, *&c.* ſhall remain, continue and be, and that the ſaid *C. D.* his, *&c.* ſhall ſtand and be poſſeſſed of the ſame, and of the Rents and Profits thereof, and of every Part thereof, during all the ſaid Term of 100 Years, upon ſuch Truſts, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes and Agreements, as are herein after mentioned, expreſſed and declared, of and concerning the

Upon Truſts.

ſame; **And** the ſaid *A. B.* **Doth** hereby give, limit, diſpoſe of and direct the ſame accordingly, (that is to ſay) **Upon Truſt** that he the ſaid *C. D.* his, *&c.* ſhall and do from and after the Deceaſe of the ſaid *A. B.* by and out of the Rents, *&c.* of the ſaid Meſſuages, *&c.* pay or cauſe to be paid unto *H. B.* (Eldeſt Son of the ſaid *A. B.*) and his Aſſigns, for and during the Term of his natural Life, one Annuity or yearly Rent or Sum of 60 *l.* of, *&c.* by four equal quarterly Payments; the firſt Quarter's Payment thereof to begin and to be made at the End of three Kalendar Months next after the Deceaſe of the ſaid *A. B.* which Annuity or yearly Rent of 60 *l.* is at all Times to bear and be ſubject to a proportionable Part of ſuch Land Tax, as ſhall for the Time being be chargeable upon the ſaid Meſſuage, *&c.* by Act of Parliament. **And upon this further Truſt**, that he the ſaid *C. D.* his, *&c.* ſhall and do, from and after the Deceaſe of the ſaid *A. B.* by and out of the Rents, *&c.* of the ſaid Meſſuage, *&c.* pay or cauſe, *&c.* for and during the natural Life of *J. K.* (Wife of, *L. K.* of, *&c.* and Daughter of the ſaid *A. B.*) one Annuity, yearly Rent or Sum of 40 *l.* of, *&c.* by four, *&c.* unto ſuch Perſon or Perſons, and for ſuch Uſes and Purpoſes, and in ſuch Parts, Proportions, Manner and Form, as ſhe the ſaid *J. K.* notwithſtanding her Coverture, and whether ſhe ſhall be ſole or married, ſhall by any Writing or Writings under her Hand, from Time to Time direct or appoint, to the Intent that the ſame may not be at the Diſpoſal of, or ſubject or liable to the Controul, Debts or Ingagements of the ſaid *L. K.* her Husband, but only at her own ſole and ſeparate Diſpoſal; and in Default of, and until ſuch Direction or Appointment, to the proper Hands of the ſaid *J. K.* whoſe Receipt under her Hand ſhall from Time to Time, notwithſtanding her Coverture, be a ſufficient Diſcharge to the Perſon or Perſons who ſhall ſo pay the ſame, for ſo much thereof, for which ſuch Receipt ſhall be given; the firſt Quarter's Payment of, *&c.* to begin, *&c.* which ſaid Annuity, *&c.* of 40 *l.* is likewiſe at all Times to bear, *&c.* (*ut ſupra.*) **And ſubject** to, and charged and chargeable with the ſaid two ſeveral Annuities of 60 *l.* and 40 *l.* in Manner aforeſaid; **Upon Truſt** that he the ſaid *C. D.* his, *&c.* ſhall and do, immediately from and after the Deceaſe of the ſaid *A. B.* ſtand and be poſſeſſed of the ſaid Term of 100 Years, of and in the ſaid Meſſuage, *&c.* in Truſt for and for the only Benefit of *M. B.* (ſecond Son of the ſaid *A. B.*) his, *&c.* and to and for no other, *&c.* **Proviſo.**

Subject, *&c.*

Proviſo.

Provided always nevertheleſs, and it is hereby agreed and declared, by and between the ſaid Parties to theſe Preſents, and it is the true Intent and Meaning of them and of theſe Preſents, that in Caſe the ſaid *H. B.* the Son, ſhall at any Time hereafter, ſue, moleſt or diſturb the ſaid *C. D.* his Executors, *&c.* or any of them, in the Execution of the aforeſaid Truſts, or ſhall or do cauſe, or procure to be done, any other Act or Thing, whereby the aforeſaid Truſts, or any of them, ſhall in any wiſe be impeached, hindered, obſtructed or defeated, then and in ſuch Caſe, and ſo often, all Loſs, Coſts, Charges, Damages or Expences, which ſhall be occaſioned thereby, ſhall from Time to Time be born, diſcount-

ed, paid and allowed out of his the ſaid *H. B.*'s ſaid Annuity of 60*l. per Ann.* any Thing, &c. (*Another Proviſo of Revocation and new Declaration.* Vide Tit. **Proviſoes.**) **In Witneſs**, &c.

By a Feme Covert, of a Legacy (given to her ſeparate Uſe and Diſpoſal) to her Children equally between them, to be paid at their coming of Age or Marriage.

To all People, &c. *M.* the now Wife of *J. R.* of, &c. ſends Greeting. **Whereas** *M. G.* of, &c. Widow, deceaſed, by her laſt Will, &c. bearing Date, &c. (*inter alia*) gave and bequeathed to the ſaid *M. R.* by the Name of her Grand-daughter *M. B.* 300*l.* for her ſole Uſe and Benefit, ſo as no Huſband, as ſhe ſhould thereafter marry, ſhould have any Thing to do therewith, and directed that her Receipt alone, though married, ſhould be a good Diſcharge to her Executors for the ſame, and appointed that her ſaid Grandaughter, after Receipt of the ſaid 300*l.* ſhould put the ſame out at Intereſt in ſome Friend's Name, **In Truſt** for her ſeparate Uſe, and receive the Intereſt of it, and that if ſhe died and left any Child or Children, then ſhe was to give the ſame to them by ſuch Proportions, and in ſuch Manner as ſhe ſhould think fit, and of her ſaid Will made and conſtituted *S. B.* ſole Executor, as thereby may appear, and ſhortly after died; and the ſaid *S. B.* has ſince proved the ſaid Will, and has paid the ſaid 300*l.* to the ſaid *M.* who has ſince let out the ſame at Intereſt, and taken a Bond for the ſame in the Names of, &c. in Truſt for her ſeparate Uſe: **Now know ye further by theſe Preſents**, that the ſaid *M.* Wife of the ſaid *J. R.* **Doth** hereby direct and appoint, that the ſaid 300*l.* ſhall after her Death be equally divided between all and every ſuch Child and Children as ſhe ſhall leave at the Time of her Deceaſe, and to be paid to each of them ſeverally, when and as they attain their Ages of 21 Years, or be married, which ſhall firſt happen reſpectively, and the Intereſt thereof to be applied in the mean Time for their better Maintenance; **And** in caſe ſhe ſhall have no ſuch Child that ſhall live to that Age, then ſhe does hereby direct and appoint her ſaid Truſtees to pay the ſaid 300*l.* in Manner following, &c. **And** does direct and appoint her ſaid Truſtees to deduct out of the firſt Intereſt that ſhall ariſe or be made of the ſaid 300*l.* three Guineas a-piece for their Care and Trouble about the ſaid Truſt. **In Witneſs**, &c.

The Grandmother's Will. Bequeſt of 300*l.* to *M.*'s ſeparate Uſe. Power to make Appointment. Executor. Probate. 300*l.* paid and put out. Appointment after her Death to her Children.

By a Feme Covert, of Manors, &c. *after the Death of her Husband and her, to the Uſe of the firſt and other Sons of the Marriage ſucceſſively in Tail Male; Remainder to the Daughters as Tenants in Common in Tail General, with Croſs Remainders to the Heirs of her Body by this Husband; Remainder to the Husband in Fee.*

Know, &c. that I *A. B.* the Wife of *J. B.* of, &c. in Purſuance, and by virtue of the Power and Authority to me reſerved, and contained in and by one Indenture of Releaſe, bearing Date, &c. between, &c. and by virtue of all and every other Power, &c. any wiſe enabling me thereunto, **Do** by this preſent Deed or Writing by me ſigned, &c. in the Preſence, &c. direct, limit and appoint, **All** and every the Manors, &c. (which in and by the ſaid Indenture of Releaſe were allotted, limited, appointed or conveyed, or mentioned, &c. to the Uſe of the ſaid *J. B.* and myſelf for our Lives, and the Life of the longer Liver of us, in Manner therein mentioned, with their Appurtenances) unto, and for ſuch Uſes, Eſtates, Intents and Purpoſes, and under and ſubject to ſuch Proviſoes, as are herein after mentioned and expreſſed of and concerning the ſame; (that is to ſay) **From** and after the Deceaſe of the longer Liver of us the ſaid *J. B.* and myſelf, **To the Uſe** and Behoof of the firſt Son of my Body by the ſaid *J. B* lawfully begotten, and of the Heirs Male of the Body of ſuch firſt Son lawfully iſſuing; **And** for Default of ſuch Iſſue, then **To the Uſe** and Behoof of the ſecond, third, fourth, fifth, ſixth and ſeventh, and of all and every other the Son and Sons of my Body by the ſaid *J. B.* lawfully begotten or to be begotten ſeverally, ſucceſſively, and in Remainder one after another, as they and every of them ſhall be in Seniority of Age and Priority of Birth, and of the ſeveral and reſpective Heirs Male of the Body and Bodies of all and every ſuch Son and Sons lawfully iſſuing; the Elder of ſuch Sons, and the Heirs Male of his Body iſſuing, always to be preferred and to take before the Younger of ſuch Son and Sons, and the Heirs Male of his and their Body and Bodies iſſuing; **And** for Default of ſuch Iſſue, then **To the Uſe** and Behoof of all and every the Daughter and Daughters of my Body by the ſaid *J. B.* lawfully begotten or to be begotten, to be equally divided amongſt them (if more than one) Share and Share alike, as Tenants in Common, and not as Joint-tenants, and of the ſeveral and reſpective Heirs of the Body and Bodies, of all and every ſuch Daughter and Daughters lawfully iſſuing; **And** in caſe one or more of ſuch Daughters ſhall happen

Appointment of Manors, &c. After the Huſband and Wife's Death, to Sons. Remainder to Daughters.

happen to die without Iſſue of her or their Body or Bodies, then as to the Share or Shares of her or them ſo dying without Iſſue, **To the Uſe** and Behoof of the Survivors or Survivor, or others or other of them, Share and Share alike, as Tenants in Common, and not as Jointenants, and of the ſeveral and reſpective Heirs of the Body and Bodies of ſuch Survivors and Survivor, or others or other of them; **And** in caſe all ſuch Daughters but one ſhall happen to die without Iſſue of their Bodies, or if there ſhall be but one ſuch Daughter, then **To the Uſe** and Behoof of ſuch ſurviving or only Daughter, and of the Heirs of her Body lawfully iſſuing; **And** for Default of all ſuch Iſſue, then **To the Uſe** and Behoof of the Heirs of my Body by the ſaid *J. B.* lawfully, *&c.* **And** for Default of all ſuch Iſſue, then **To the Uſe** and Behoof of the ſaid *J. B.* and of his Heirs and Aſſigns for ever, and to and for no other Uſes, Intents and Purpoſes whatſoever. (*Proviſo of Revocation and new Declaration.* See Tit. **Proviſoes.**) **In Witneſs**, &c.

Croſs Remainders.

To pay Debts and Annuities and other Monies out of Lands to younger Children, and to convey the Lands to the eldeſt Son, when of Age.

Recital of a Settlement to the Uſe of *A.* *&c.*

To all People to whom, *&c* I *A.* of, *&c.* ſend Greeting. **Whereas** by Indenture *Tripartite* of Releaſe bearing Date, *&c.* made, *&c.* **Between** me the ſaid *A.* of the firſt Part, *B.* of, *&c.* (now my Wife) of the ſecond Part, and *C.* and *D.* of, *&c.* (*Truſtees*) of the third Part; *Whereby* (after reciting therein a Marriage then intended and ſince ſolemnized between me the ſaid *A.* and the ſaid *B.*) and for the ſeveral Conſiderations therein expreſſed, the ſeveral Manors, *&c.* ſituate, *&c.* and therein particularly mentioned *cum pertinentiis* were by me the ſaid *A.* granted and releaſed to the Uſe of them the ſaid *C.* and *D.* and their Heirs, to the ſeveral Uſes, Truſts, Intents and Purpoſes therein and herein after mentioned, *To wit*, To the Uſe of me the ſaid *A. &c.* and for Default of ſuch Iſſue, or in caſe of ſuch Iſſue, and they ſhould all happen to die before his, her or their Age or Ages of 21 Years, without leaving Iſſue of his, her or their Bodies lawfully begotten; then to the Uſe and Behoof of ſuch Perſon and Perſons, and for ſuch Eſtate and Eſtates either in Fee-ſimple, Fee-tail, or for Life, Lives or Years, charged and chargeable with ſuch Rent-charges, annual and other Payments and Things, and with ſuch Sum and Sums of Money in Groſs, and other Payments whatſoever for ſuch Life or Lives, and in ſuch Manner as he the ſaid *A.* either by any Writing or Writings, to be by him ſealed and ſubſcribed in the Preſence of three or more credible Witneſſes, or by his laſt Will and Teſtament in Writing to be by him ſigned and publiſhed in the Preſence of three or more credible Witneſſes as aforeſaid, ſhould at any Time direct, limit and appoint, as in and by the ſaid in Part recited Indenture of Releaſe, *&c.* **Now know ye**, That I the ſaid *A.* for divers good and valuable Conſiderations, *&c.* by virtue and in purſuance of the aforeſaid Power to me reſerved in and by the ſaid recited Indenture, and, *&c.* **Do** hereby direct, limit and appoint, that as well all and ſingular the ſaid ſeveral Manors, *&c.* compriſed in and by the ſaid Indenture granted and releaſed, as alſo all and every ſuch other Manor, *&c.* whereof or wherein I ſhall at any Time hereafter be any ways ſeiſed or poſſeſſed of during the Coverture between myſelf and the ſaid *B.* my Wife, ſhall from and after the ſeveral Deceaſes of me and the ſaid *B.* my Wife, without ſuch Iſſue as aroreſaid, or in caſe that any between us ſhall then be living, from and after the Death of ſuch Iſſue as aforeſaid, (if any, without Iſſue as aforeſaid), ſtand charged and chargeable in the firſt Place, to and with Payment of ſo much of my Debts, as I now owe, or which I ſhall at the Time of my Death juſtly owe, as my perſonal Eſtate which I ſhall leave at the Time of my Death ſhall fall ſhort to pay; and ſubject thereunto, I do hereby (out of Kindneſs to my two Daughters which I had by *E.* my late Wife, although they have forfeited the ſame) further direct, limit and appoint, that from and after the Deceaſe of myſelf and of the ſaid *B.* my now Wife as aforeſaid, that they the ſaid *C.* and *D.* and the Survivor of them and his Heirs, ſhall ſtand ſeiſed of the Reverſion of all and ſingular the ſaid Manor, Meſſuage, Land, Tenements, Hereditaments and Premiſſes *cum pertinentiis*, upon the ſeveral Truſts, Intents and Purpoſes herein after mentioned and expreſſed, of and concerning the ſame, *viz.* upon the ſeveral Truſts, that they my Truſtees the ſaid *C.* and *D.* and the Survivor of them, and the Heirs and Aſſigns of ſuch Survivor, ſhall and do, by, with and out of the Rents, Iſſues and Profits of the ſaid Premiſſes, twice in every Year between *Lady-Day* and *Midſummer*, and between *Michaelmas* and *Chriſtmas*, for and during the Term of the natural Life of my Daughter *H. M.* (now Wife of *B. B.* notwithſtanding ſhe married him without my Conſent) pay to the Hands and ſeparate Uſe of her the ſaid *H. M.* for and towards the better Maintenance and Proviſion of herſelf and Child or Children ſhe now hath or may have, the annual or yearly Sum of 40*l.* of, *&c.* and with which her ſaid Huſband is not to intermeddle, and that her Receipts and Diſcharges ſhall from Time to Time be good and ſufficient Diſcharges to my ſaid Truſtees or either of them for the ſame, (*An Annuity of* 20*l.* *to his Daughter* S. W. *Wife of* H. W. *payable in like Manner*)

Afterwards to ſuch Uſes as *A.* ſhall appoint.

Conſideration: Power, *&c.*

Charge. Firſt to pay all ſuch Debts as perſonal Eſtate ſhall fall ſhort, *&c.*

Then Truſtees to ſtand ſeiſed, *&c.* upon the Truſts following, *viz* To pay an annual Sum to his eldeſt Daughter, excluſive of her Huſband, *&c.*

The like to the ſecond Daughter.

Manner); **And alſo upon further Truſt**, That my ſaid Truſtees, after the Death of my ſaid Daughter *S. W.* ſhall and do from thenceforth during the Space of ſix Years, by and out of the Rents and Profits of the ſaid Premiſſes, reſerve and pay the annual Sum of 20*l.* to ſuch Daughter or Daughters of the ſaid *S. W.* as ſhall be then living, to be equally divided between them, if more than one; **And upon further Truſt**, in caſe ſuch Daughter or Daughters ſhall live to her or their Age of 21 Years, that then the ſaid Truſtees ſhall by and out of the Rents, *&c.* raiſe and pay to ſuch Daughter or Daughters the principal Sum of —— the ſame to be equally divided if more than one; **And upon further Truſt**, That they the ſaid Truſtees, by and out of the Rents and Profits of the ſaid Premiſſes, pay to the ſeveral Perſons in the Schedule hereunto annexed, the ſeveral Sums of Money therein particularly mentioned, within, *&c.* **And I do hereby further direct and appoint**, That they the ſaid Truſtees ſhall and do twice in every Year, after the Death of the Survivor of me and my ſaid Wife, account for and pay the Reſidue of the Rents, Iſſues and Profits of the ſaid Premiſſes, into the Hands of —— to and for the Uſe of ſuch Son or Sons which my ſaid Daughter *S.* ſhall happen to have, and ſhall be living at the Time of the Death of the Survivor of myſelf and of my ſaid Wife, if more than one, equally between them, for the Maintenance of ſuch Son or Sons, until one of them attain the full Age of 21 Years; **And upon further Truſt** that they the ſaid Truſtees ſhall and do within ſix Months next after ſuch Son ſhall attain his full Age of 21 Years, upon Requeſt, and at the Coſts and Charges of ſuch Son ſo coming to his full Age, well and ſufficiently convey and aſſure to him and the Heirs of his Body lawfully to be begotten, or to whom he or they ſhall appoint, the ſaid Manors, *&c.* freed and diſcharged from all Incumbrances done by them or either of them, as by Counſel in that Behalf ſhall be reaſonably adviſed and required; and in Default of ſuch Iſſue, or in caſe the ſaid *S.* ſhall have no Son who ſhall live to the Age of 21 Years, or in caſe the Iſſue Male of ſuch Sons or Sons ſhall all happen to die before his or their Age of 21 Years; then, and in any of the ſaid Caſes, I do hereby direct, limit and appoint, that the ſaid Truſtees and the Survivor, *&c.* ſhall and do at the Requeſt, Coſts and Charges of my Daughter-in-law *M. B.* now Wife of *E. B.* well and ſufficiently convey and aſſure the ſaid Manors, *&c.* freed, *&c.* to ſuch eldeſt Son of my ſaid Daughter-in-law as ſhall be then living, and to his Heirs and Aſſigns for ever, as Counſel, *&c.* **In Witneſs**, &c.

To pay Reſidue of Rents for the Maintenance of his ſecond Daughter's Son until 21.

Truſtees to account, *&c.*

After 21 to convey Premiſſes to ſuch eldeſt Son and his Heirs Male, *&c.*

If no ſuch Son, or if ſuch, and no Iſſue Male of his Body, *&c.* then to convey Premiſſes to the eldeſt of his Daughters in Law in Fee.

The Schedule whereof Mention is made in the Deed hereto annexed, viz.

To the Poor of the Pariſhes of —— the Sum of 10*l.* each Pariſh.
To, *&c.*

By a Mother (a Truſtee) of Money to be raiſed for the Advancement of a younger Son; wherein was contained an Aſſignment of Truſts by the other Truſtee.

By Indorſement. (See the Deed recited, Tit. **Leaſe and Releaſe.**)

TO all People, &c. The within named *E. N.* and *J. H.* ſend Greeting. **Whereas** the within named *W. N.* Party to the within written Indenture, is ſince the making thereof departed this Life, leaving the ſaid *E. N.* his Widow, who is ſtill unmarried, and leaving Iſſue by the ſaid *E.* the within named *W. N.* his eldeſt Son, and *H. N. T. N. E.* Wife of *H. J. J. N.* and *M. N.* his younger Children, and the ſaid *W. N.* the Son hath ſince departed this Life without Iſſue: **And whereas** the ſaid *T. N.* having attained his Age of 21 Years, the ſaid *E. N.* is minded to appoint to him for his Advancement and Preferment in the World, ſuch Part of the within mentioned Sum of 1000*l.* as is herein after mentioned, and the Reſidue thereof for the Benefit of her other Children: **Now know ye**, That the ſaid *E. N.* for the better Advancement and Preferment of the ſaid *T. N.* in the World, and for other good Cauſes, *&c.* **Hath** given, ordered, directed and appointed, and by, *&c.* **Doth** (by virtue of the Power to her reſerved and given in and by the within written Indenture, and of all other Powers which ſhe hath in this Behalf) give, *&c.* that the Sum of 999*l.* Part of the ſaid Sum of 1000*l.* by the within written Indenture provided to be raiſed out of the Manor, *&c.* therein compriſed for the Portions of the younger Children of the ſaid *W. N.* the Elder and *E.* his Wife, ſhall be raiſed and paid for and to the ſaid *T. N.* for his own Uſe and Benefit, and the 20*s.* Reſidue thereof to be equally divided amongſt the ſaid *E. J. J. N.* and *M. N.* Share and Share alike. (*After this there was a Recital that the ſaid* J. H. *was unwilling to act in the Truſts in the within Deed; and an Aſſignment of the Premiſſes, ſubject to the ſaid Truſts to the ſaid* E. N. *the other Truſtee, with a Covenant that he had not incumbered the Premiſſes.* See Tit. **Aſſignment.**) **In Witneſs** whereof the ſaid *E. N.* and *J. H.* have, *&c.*

Recital. Of Huſband's Death. His Iſſue. Eldeſt Son's Death. The Mother mindful to prefer a younger Son.

Peruſed by *J. Ward* who conceived the Truſtee might ſafely execute it.

A Widow's

A Widow's Appointment of an Eſtate to one of her Sons, purſuant to ſeveral Powers in Deeds and the Will of her deceaſed Husband.

Recitals, *viz.* Of a Deed whereby Lands are veſted in Truſtees for 1000 Years, for ſecuring Annuities.

An additional Jointure.

Debts, Legacies and Portions for younger Children.

TO all Perſons to whom, *&c.* Dame *M. R.* of, *&c.* (Widow and Relict of Sir *R. R.* late of, *&c.* Bart. deceaſed) ſendeth Greeting. **Whereas** by Indenture *Quinquepartite*, bearing Date, *&c.* and made, *&c.* **Between** the ſaid Sir *R. R.* Dame *M.* his Wife, of the firſt Part, Sir *W. J.* of, *&c.* Bart. of the ſecond Part, the Honourable *J. B.* of, *&c.* Eſq; and *R. W.* of, *&c.* Eſq; of the third Part, *W. V.* of, *&c.* Gent. and *F. L.* of, *&c.* Gent. of the fourth Part, and the Honourable *R. B.* of, *&c.* Eſq; and *G. B.* of, *&c.* Eſq; of the fifth Part; the ſaid Sir *R. R.* as well for the better ſecuring two annual Sums of 200*l.* and 300*l.* amounting to 500*l.* the additional Jointure of the ſaid Dame *M. R.* and for raiſing Money for Payment of the Sum of 4000*l.* due on Mortgage from the ſaid Sir *R. R.* and all other his juſt Debts, Legacies and Portions for his younger Children, as alſo for enabling the ſaid Dame *M. R.* to diſpoſe of the Premiſſes therein after mentioned, and by virtue of the Fines therein covenanted and ſince duly levied, **All** thoſe his Manors, *&c.* whatſoever of the ſaid Sir *R. R.* by whatſoever Name or Names called or known, ſituate, *&c.* and the Reverſion, *&c.* of the ſaid Sir *R. R.* are limited in Uſe to the ſaid *J. B.* and *R. W.* for 2000 Years, commencing from the Deceaſe of the ſaid Sir *R. R.* for raiſing Money to pay all his Debts, Legacies and Childrens Portions; *And* after the Determination of the ſaid Term, *To* the ſaid *R. B.* and *G. B.* and their Heirs, *upon Truſt*, to pay the Rents, Iſſues and Profits of the ſaid Manors, *&c.* or to convey the ſame to ſuch Perſon and Perſons, and for ſuch Uſe and Uſes, and ſuch Eſtate and Eſtates, as the ſaid Sir *R. R.* ſhould appoint; *And* in caſe the ſaid Dame *M. R.* ſhould ſurvive him, then upon Truſt, that they the ſaid *R. B.* and *G. B.* and the Survivor of them, his Heirs and Aſſigns, ſhould convey the ſaid Manors, *&c. Subject* to the precedent Charges and Appointment, to ſuch of his Sons and for ſuch Eſtate and Eſtates as his Wife, the ſaid Dame *M. R.* ſhould appoint; *In which* ſaid Indenture is a Power reſerved to the ſaid Sir *R. R.* to revoke all the Uſes and Eſtates in the ſame Indenture mentioned, and to limit new Uſes as by the ſame Indenture and Fines may more fully appear: **And whereas** the ſaid Sir *R. R.* having determined that after his Deceaſe the ſaid Dame *M. R.* in caſe ſhe ſhould ſurvive the ſaid Sir *R. R.* ſhould have all his Eſtate for her Life, without Impeachment of Waſte; and that the ſaid Dame *M. R.* ſhould have full and abſolute Power to give and diſpoſe of the ſaid Manors, *&c.* to ſuch of the Sons of the ſaid Sir *R. R.* as ſhe ſhould think fit; did to that End by Deed indented, bearing Date *&c.* revoke the Uſes limited to the ſaid *R. B.* and *G. B.* and their Heirs, by the ſaid Indenture *Quinquepartite*, and did limit the ſaid Manors, *&c.* to ſuch Perſon and Perſons, and for ſuch Eſtate and Eſtates, and for raiſing ſuch annual Sums of Money or Sums in Groſs, as the ſaid Sir *R. R.* ſhould by Deed or Will direct or appoint, and for Want of ſuch Direction and Appointment and ſubject thereunto, to the Uſe of the ſaid Dame *M. R.* and her Aſſigns, for and during the Term of her natural Life, without Impeachment of Waſte, and with full and free Liberty to commit Waſte at her Will and Pleaſure; and from and after the Deceaſe of the ſaid Dame *M. R.* to the Uſe of ſuch of the Sons of the ſaid Sir *R. R.* on the Body of the ſaid Dame *M. R.* begotten, and for ſuch Eſtate and Eſtates, and chargeable with ſuch annual Sum or Sums in Groſs, as the ſaid Dame *M. R.* by any Deed or Deeds in Writing, or laſt Will and Teſtament in Writing atteſted by two or more credible Witneſſes, ſhould direct or appoint; and for want of ſuch Direction or Appointment and ſubject thereunto, to the Uſe of his own right Heirs, as by the ſaid Deed indented more at large may appear: **And whereas** the ſaid Sir *R. R.* in and by his laſt Will and Teſtament in Writing duly executed and atteſted, bearing Date, *&c.* reciting in Part the herein before recited Indentures, *Did* deviſe and confirm, direct and appoint, *All* his Manors, *&c. Subject* to the Payment of his Debts, Legacies and precedent Charges thereon, to his ſaid Wife Dame *M. R.* during the Term of her natural Life, without Impeachment of Waſte, and gave her full Power and Liberty to commit Waſte, and did thereby alſo confirm the Power given to his ſaid Wife to diſpoſe of all his Manors, *&c.* to ſuch of their Sons, and for ſuch Eſtate and Eſtates as ſhe ſhould think fit, as in and by the ſaid in Part recited Will, whereunto Relation being had, may more fully and at large appear: **And whereas** the ſaid Sir *R. R.* ſometime after making his ſaid recited Will, departed this Life, without altering or revoking the ſame or any Part thereof, and without altering, changing, revoking, or any otherwiſe making void or voidable all or any the Uſe or Uſes, Truſt or Truſts, limited and directed, deviſed and confirmed in and by the ſaid recited Indentures and Will, than as before recited to have been by him made by the ſaid recited Deed indented, dated the, *&c.* **Now theſe Preſents witneſs**, That for and in Conſideration of the Sum of 10*l.* of, *&c.* to her the ſaid Dame *M. R.* in Hand well and truly paid by *D. R.* of, *&c.* Eſq; (one of the Sons of the ſaid Sir *R. R.* on the Body of the ſaid Dame *M. R.* begotten)

After that Eſtate, in Truſt to receive the Rents, *&c.* or to convey the Lands as Sir *R. R.* ſhould appoint, and if Dame *M. R.* ſurvived him, then to convey them, ſubject to the precedent Charges and Appointments as ſhe ſhould appoint.

Power for Sir *R. R.* to revoke the Uſes in the ſaid Deed, and limit new ones.

Revocation and new Limitation to Truſtees to ſuch Uſes as he ſhould appoint.

Sir *R. R.*'s Appointment by Will, giving (*inter al'*) Power to his Wife to make Appointment of his Eſtate.

Sir *R. R.*'s Death.

Dame *M. R.*'s Appointment.

at

at or before the Sealing and Delivery of these Presents, the Receipt, &c. and also for and in Consideration of the natural Love and Affection which she the said Dame *M. R.* hath and beareth unto her said Son *D. R.* and by Virtue and in Pursuance of the Powers in the said recited Indentures and Will contained, and of all other Powers enabling her in this Behalf, she the said Dame *M. R.* **Doth** think fit, and by this her Deed in Writing attested by the two credible Witnesses whose Names are hereon indorsed as Witnesses thereto, **Hath** given, disposed, limited and appointed, and by this her Deed in Writing, attested as aforesaid, **Doth** give, &c. unto the said *D. R.* his Heirs and Assigns, **All** that, &c. **To have and to hold** the said Messuage or Tenement, and all and singular other the Premisses hereby, or mentioned or intended to be hereby limited and appointed, with the Appurtenances unto the said *D. R.* his Heirs and Assigns, **To the Use** and Behoof of the said *D. R.* his Heirs and Assigns for ever. **In Witness**, &c.

By a Feme Covert, charging her Estate of Inheritance with the Payment of Monies to her Daughters for their Portions, Remainder in Trust, to be settled to the Use of the Daughters for a long Term, then to the Son in Fee; in which Settlement is to be contained a Proviso to enable the Son to cease the Term, on Payment of further Sums to the Daughters.

To all, &c. I Dame *A. B.* Wife of Sir *B. B.* of, &c. Baronet, send Greeting. **Whereas**, &c. (*Recital of a Lease and Release, whereby the Inheritance of the Wife, subject to Incumbrances, was conveyed, after other Uses, to be at her Appointment, notwithstanding her Coverture; and with a Power for her to charge the Premisses with the Payment of any Sum not exceeding* 2000*l. above* 700*l. then due to* J. K. *and* 800*l. to* H. J. *likewise thereon charged, to be raised*, &c. *as she should appoint.*) **And whereas** the said *H. J. (a Mortgagee)* in his Life-time, at the Request of the said Sir *B. B.* and me the said Dame *A. B.* did pay off the said Sum of 700*l.* due to the said *J. K.* as aforesaid, and did take an Assignment of the same, and the Benefit thereof, from *J. L.* Esq; and the said *J.* then and now his Wife, for his the said *H. J.*'s Security: **And whereas** the said *H. J.* did also at my Request, and at my Direction and Appointment, in his Life-time lend and pay to the said Sir *B. B.* the further Sum of 800*l.* for and towards Part of the Marriage Portion of *L. B.* his eldest Daughter: **And whereas** by Writing by me duly executed (indorsed on the said Mortgage to the said *H. J.*) by virtue of my said recited Power in that Behalf, did charge the said Moiety of the said Manors, &c. and the said Term of 500 Years therein, with the Payment of the said last mentioned Sum of 800*l.* to the said *H. J.* his Executors, &c. being Part of the said Sum of 2000*l.* which I had Power to charge thereon as aforesaid) together with Interest for the same, at the Rate of 5*l. per Cent. per Ann.* **Now know ye**, That I the said Dame *A. B.* (pursuant to, and by Force and Virtue of the said last recited Power and Authority, and of all and every other Power and Powers to me in that Behalf given and reserved, or any wise enabling me thereunto) **Do** by this my Writing under, &c. attested, &c. charge the said Term of 500 Years, and the said Moiety of the said Manors, &c. therein comprized (subject to the Payment of the Monies by him the said *H. J.* lent and advanced thereon as aforesaid, and which are yet due and owing) with the Payment of the further Sum of 1200*l.* of, &c. (being the Residue of the said Sum of 2000*l.* which I had Power to charge on the said Term of 500 Years, and the said Moiety of the said Manors, &c. therein comprized as aforesaid); **And** I do hereby order, declare, direct and appoint, that the said Sum of 1200*l.* shall, as soon as may be after the Decease of the Survivor of us the said Sir *B. B.* and me the said Dame *A. B.* be raised and levied, (subject to the Monies lent by the said *H. J.* and yet due and owing as aforesaid) by Sale or Mortgage of the said Term of 500 Years, and the Premisses therein comprized, or any Part thereof, and by the Rents and Profits of the Premisses in the mean Time, and until such Sale, or by any other lawful Ways and Means, together with Interest for the said 1200*l.* after the Rate of 5*l. per Cent. per Ann.* from the Death of such Survivor, until the same be fully raised and levied. **And** I do further order, declare, direct and appoint, that the said Sum of 1200*l.* when raised, shall be paid unto my two Daughters *M. B.* and *O. B.* for and towards their Portions, equally to be divided between them, Share and Share alike, together with such Interest for the same in the mean Time as aforesaid: **Provided always**, That in case either of them my said two Daughters last named shall happen to die unmarried in the Life-time of the said Sir *B. B.* and of me the said Dame *A. B.* or of the Survivor of us, then the Share of her so dying, shall go, remain and be paid unto the Survivor of them: **Provided also**, That in case both of them the said *M.* and *O.* shall so happen to die unmarried, in the Life-time of the said Sir *B. B.* and of me the said Dame *A. B.* or of the Survivor of us, then the said Sum of 1200*l.* shall not be received or paid, but shall cease, for the Benefit of the Person or Persons to whom the Re-

Recital of Conveyance, with Power to appoint, &c.

Subsisting Incumbrances.

Appointment charging the Premisses (subject to Incumbrances) with a further Sum,

to be paid to two Daughters,

with Benefit of Survivorship

If both die, the Money not to be raised.

Appointment of the Remainder, &c.

verſion, Freehold and Inheritance of the Premiſſes in the ſaid Term of 500 Years, ſhall, for the Time being, belong or appertain. **And further know ye,** That I the ſaid Dame *A. B.* purſuant to, and by Force and Virtue of the further Power and Authority to me given and reſerved in and by the ſaid Indenture of Releaſe, concerning the Diſpoſal of the Reverſion or Remainder and Inheritance of the ſaid Moiety of the ſaid Manors, *&c.* thereby limited to the Uſe of the ſaid *D. E.* and *E. F.* their Heirs and Aſſigns, as aforeſaid, and by Virtue of all and every other Power and Powers to me in that Behalf given or reſerved, or any wiſe enabling me thereunto, **Do** by this my preſent Writing, by me ſigned, ſealed and atteſted as aforeſaid, order, declare, direct and appoint, that the ſaid *E. F.* (my ſurviving Truſtee) his Heirs and Aſſigns, ſhall ſtand and be ſeiſed of the ſaid Reverſion or Remainder and Inheritance of the ſaid Moiety or Half-Part of the ſaid Manors, *&c.* expectant upon the ſeveral Deceaſes of the ſaid Sir *B. B.* and me the ſaid Dame *A. B.* and the ſaid *C. B.* Eſq; **In Truſt** to ſettle, convey and diſpoſe of the ſame Moiety or Half-Part of the ſaid Manors, *&c.* and do and ſhall accordingly ſettle, *&c.* the ſame, to the Uſes following, (that is to ſay) **To the Uſe** of my ſaid two Daughters *M. B.* and *O. B.* their, *&c.* for the Term of 500 Years from thence next enſuing, and fully to be complete and ended, without Impeachment of Waſte; and from and after the End, Expiration, or ſooner Determination of the ſaid Term of 500 Years, **To the Uſe** and Behoof of my ſaid Son *C. B.* Eſq; his Heirs and Aſſigns for ever; **In** which ſaid Settlement and Conveyance there ſhall be, and I do hereby order, direct and appoint, that there be inſerted and contained a Proviſo to the Effect following, *viz.* That if the ſaid *C. B.* his Heirs, *&c.* ſhall and do, within the Space of two Years next after the Deceaſe of the Survivor of the ſaid Sir *B. B.* and me the ſaid *A. B.* well and truly pay, or cauſe, *&c.* unto my ſaid Daughter *M. B.* her Executors or Adminiſtrators, the Sum of 600 *l.* of, *&c.* and unto my ſaid Daughter *O. B.* her, *&c.* the further Sum of 600 *l.* of, *&c.* over and above what is herein before provided for my ſaid Daughters, together with Intereſt for the ſame reſpective Sums, after the Rate of 5 *l. per Cent. per Ann.* by equal Half-yearly Payments, in the mean Time, from and after the End of one Year next after ſuch the Deceaſe of the Survivor of us the ſaid Sir *B. B.* and me the ſaid Dame *A B.* and until the ſaid two laſt mentioned Sums of 600 *l.* and 600 *l.* ſhall be reſpectively paid as aforeſaid; then, and in ſuch Caſe, and at all Times from thenceforth, the ſaid Term of 500 Years ſhall ceaſe, determine and be utterly void to all Intents and Purpoſes; any Thing herein, or in ſuch Settlements to be contained to the contrary thereof in any wiſe notwithſtanding. *(Proviſo of Revocation and new Declaration,* ſee Tit. **Proviſoes.)** **In Witneſs,** &c.

In Truſt, to ſettle to the Uſe of the Daughters for a long Term, *ſans Waſte,* then to the Son in Fee.

The Settlement to contain a Proviſo, that if the Son pays the Daughters *M.* and *O.* 600 *l.* a-piece above what is before provided.

Sixthly, By a Husband, for Proviſion for his Wife, Children and Grand-children, &c.

By a Huſband, of Monies to ariſe by Sale of Lands and Perſonal Eſtate, reciting his Intent to make his Wife his Reſiduary Legatee and ſole Executrix; in which Caſe, the Truſtees to put out Part of the Money ariſing by the Sale at Intereſt, and pay two Annuities; the reſt of his Eſtate to go among his Daughters, after their Deaths, to their Children; with a great Variety of ſpecial Limitations to the Children and Grand-children (as in the Margin); with a Proviſo, that if the Wife (ſurviving the Huſband) makes any other Appointment, then this ſhall be void.

Recital. Premiſſes conveyed to be ſold.

To all, &c. *A. B.* of, *&c.* ſends Greeting. **Whereas,** &c. *(Recital of a Leaſe and Releaſe, whereby he conveyed a Manor,* &c. *to Truſtees, to be ſold; the Money, (after Expences deducted) to be paid to Perſons to be by the ſaid* A. B. *appointed, or by his Wife after his Death.)* **And whereas** the ſaid *A. B.* fully purpoſes and intends, by his laſt Will and Teſtament, to give and deviſe to the ſaid *E.* his Wife all the Reſt, Reſidue and Overplus of his Eſtate, both real and perſonal, (after Payment of his Debts, Funeral Charges and ſome ſmall Legacies) for her better Support whilſt ſhe lives, and to diſpoſe thereof as ſhe ſhall think fit after her Death, and to make the ſaid *E.* his Wife ſole Executrix of ſuch Will during her Life, and after her Death, the ſaid *B. C. C. D.* and *D. E.* Executors thereof: **Now theſe Preſents witneſs,** That in caſe the ſaid *A. B.* ſhall by his Will make ſuch Gift and Deviſe to the ſaid *E.* his Wife, as aforeſaid, and ſhe the ſaid *E.* ſhall happen to die without making any Appointment or Diſpoſition of the Monies ariſing by Sale, or otherwiſe, of the Premiſſes mentioned in the ſaid recited Indentures, or of the Reſt, Reſidue and Overplus of ſuch Eſtate, real and perſonal, ſo intended to be deviſed to her as aforeſaid; then and in ſuch Caſe, he the ſaid *A. B.* by Virtue, and in Purſuance of the Power and Authority to him in and by the ſaid Indenture

The Huſband's Intent to make the Wife Reſiduary Legatee and Executrix.

Appointment in caſe he makes ſuch Deviſe, and ſhe dies without making any Appointment of

of

of Releaſe given or reſerved, and of all other, &c. **Doth** by this his preſent Deed, &c. under, &c. by him ſigned, &c. in the Preſence, &c. direct, limit, appoint, give and diſpoſe of all ſuch Monies ariſing by Sale, or otherwiſe, of the Premiſſes in the ſaid recited Indentures mentioned, and alſo all the Reſt, Reſidue and Overplus of ſuch Eſtate, real and perſonal, ſo intended to be deviſed to the ſaid *E.* and whereof ſhe ſhall make no Diſpoſition or Appointment, as aforeſaid. (except ſuch his Books, Manuſcripts, Papers, ancient and modern Coins, Medals, Plate or Houſhold Goods, as he the ſaid *A. B.* at any Time or Times hereafter during his Life, or the ſaid *E.* his Wife, in caſe ſhe ſurvive him, at any Time or Times during her Life, ſhall by any Writing or Writings under. &c. atteſted, &c. give, leave or diſpoſe of to any Perſon or Perſons, or for any particular Uſe or Uſes) unto them the ſaid *B. C. C. D.* and *D. E.* (whom the ſaid *A. B.* intends to make Executors of his laſt Will and Teſtament, after the Death of the ſaid *E.* his Wife) their Heirs, &c. reſpectively, upon, for and under the Truſts, &c. herein after mentioned; that is to ſay, **Upon Truſt** that they the ſaid *B. C. C. D.* and *D. E.* and the Survivors and Survivor of them, his or their Heirs, &c ſhall and do, as ſoon as conveniently they can, after the Deceaſe of the ſaid *E.* Wife of the ſaid *A. B.* get in the Debts and Effects of him the ſaid *A. B.* then ſtanding out, and ſell and diſpoſe of all ſuch Manors, &c. Goods, Chartels and other Eſtate of him the ſaid *A. B.* of what Kind ſoever, as ſhall then remain undiſpoſed of, (except as aforeſaid) for the beſt and higheſt Price they can reaſonably get for the ſame, or that can be reaſonably made thereof; and having turned and converted the Whole (except, &c.) into Money, ſhall and do thereby and thereout in the firſt Place raiſe and advance, apply and diſpoſe of the Sum of 2500*l.* of, &c. to and for the ſeveral Uſes and Purpoſes herein after mentioned, expreſſed or referred to concerning the ſame; that is to ſay, **In Truſt** from Time to Time during the Lives of *F. G.* of, &c. Widow, and her Niece *G. H.* and the Life of the Survivor of them, to put and place out the ſame 2500*l.* upon ſome good publick or private Security or Securities, at Intereſt; and from and after the Deceaſe of the Survivor of them the ſaid *A. B.* and *E.* his Wife, **In Truſt** to pay out of the yearly Intereſt and Produce thereof, as the ſame ſhall ariſe and be received, unto the ſaid *F. G.* for and during the Term of her natural Life, for her better Support and Maintenance, one Annuity, &c. of 60*l.* of, &c. free, &c. the ſame Annuity to be paid and payable at or in, &c. yearly and every Year, at or upon, &c. the firſt Payment thereof to begin and be made on ſuch of the ſame Feaſts as ſhall next happen after the Deceaſe of the Survivor of them the ſaid *A. B.* and *E.* his Wife; **And** from and after the Deceaſe of the Survivor of them the ſaid *A. B.* and *E.* his Wife, and *F. G.* then **In Truſt** to pay out of the yearly Intereſt and Produce of the ſaid Sum of 2500*l.* as the ſame ſhall ariſe and be received, unto the ſaid *G. H.* for and during the Term of her natural Life, one Annuity, &c. of 30*l.* of, &c. free, &c. the ſaid Annuity of 30*l.* to be paid, &c. (*ut ſupra*;) **And upon further Truſt**, to pay, apply and diſpoſe of all the Reſidue of the Intereſt and Produce of the ſaid Sum of 2500*l.* (over and above ſo much thereof as ſhall from Time to Time be ſufficient to anſwer and pay the ſaid ſeveral and reſpective Annuities, as the ſame ſhall reſpectively become due;) **And** from and after the Deceaſe of the Survivor of them the ſaid *F. G.* and *G. H.* to pay, apply and diſpoſe of the ſaid Sum of 2500*l.* and all the Intereſt and Produce thereof from thenceforth to ariſe, unto ſuch Perſon or Perſons, and for ſuch Uſes, Intents and Purpoſes, and in ſuch Manner as the ſaid *A. B.* ſhall at any Time or Times hereafter, with or without Power of Revocation, by any Writing, &c. or by his laſt Will, &c. direct, limit or appoint, of or concerning the ſame, or any Part thereof; and in Default of ſuch Direction, &c. then the ſame to go and be applied as the Reſidue of the Eſtate of the ſaid *A. B.* is herein after by theſe Preſents directed to be employed and diſpoſed of; **And upon this further Truſt**, That after the raiſing and advancing of the aforeſaid Sum of 2500*l.* for the Purpoſes aforeſaid, they the ſaid Truſtees, or the Survivors or Survivor of them, his or their, &c. ſhall and do make an equal Diviſion of all the Reſt and Reſidue of the ſaid *A. B.*'s Eſtates and Effects amongſt, or for the Benefit of, all the Daughters of him the ſaid *A. B.* Share and Share alike, and pay and diſpoſe of the ſame accordingly, in ſuch Manner and at ſuch Times as are herein after for that Purpoſe mentioned; that is to ſay, the Part and Share of each and every of the ſaid Daughters to be put and placed out upon ſome good publick or private Security or Securities, at Intereſt, or laid out and veſted in the Purchaſe of Stock in the Bank of *England*, *South-Sea* Company, *Eaſt-India* Company, *South-Sea* Annuities, or ſome other good publick Funds; the Intereſt and annual Produce thereof to be paid to ſuch Daughters reſpectively, during their reſpective Lives, for their own ſole and ſeparate Uſe, and wherewith their then, or any after-taken Husband or Husbands, ſhall not intermeddle, or have any controlling or diſpoſing Power over the ſame, or any Part thereof; **And** after the ſeveral and reſpective Deaths of ſuch Daughters, their ſeveral and reſpective Parts and Shares ſhall go and be paid in Manner following, that is to ſay, the Part or Share of each ſuch Daughter ſhall go and be paid to all and every her Children by her firſt Husband, (except her eldeſt

the Money ariſing by the Sale, &c. And the reſt of the Eſtate (except Books, &c.)

upon Truſt, to get in the Debts, and ſell the Lands.

After the Whole is converted into Caſh, 2500*l.* to be put out at Intereſt,

to pay Annuities.

The Reſidue of Intereſt and Principal to be paid as the Husband ſhall appoint.

In Default thereof to go as the reſt of his Eſtate, which is to be equally divided amongſt his Daughters.

Each Part to be put out at Intereſt.

The Intereſt to be applied for their ſeparate Uſe and Maintenance, &c.

After their Deaths to go to their Children by their firſt Husband, (except eldeſt Sons)

payable to Sons at 21, to Daughters at 21 or Marriage.

eldeſt or only Son for the Time being by ſuch Huſband) to be equally divided amongſt them, (if more than one) Share and Share alike; and if but one ſuch Child, then to ſuch only Child, to and for his or her own Uſe and Benefit; the Parts and Shares of ſuch Children, together with ſuch Improvement as in the mean Time ſhall be made of the ſame, to be paid to ſuch of them as ſhall be a Son or Sons at his or their reſpective Age or Ages of 21 Years; and to ſuch of them as ſhall be a Daughter or Daughters, at her or their reſpective Age or Ages of 21 Years, or Day or Days of Marriage, which ſhall firſt happen; provided ſhe or they marry with the Advice and Conſent of the ſaid *E.* Wife of the ſaid *A. B.* if then living; and in caſe ſhe be then dead, with the Advice and Conſent of the ſaid Truſtees, or the Survivors or Survivor of them, his Executors or Adminiſtrators; **And** in caſe any of ſuch Children (except as aforeſaid) ſhall die before his, her or their reſpective Share or Shares ſhall become payable, or in caſe any younger Son ſhall become an eldeſt Son; then and in either of the ſaid Caſes, the Share or Shares of him, her or them ſo dying, or becoming an eldeſt Son as aforeſaid, ſhall, together with the Improvements thereof, go and be paid to the Survivors or Survivor, or others or other of ſuch Children by the ſame Mother, (except as aforeſaid) Share and Share alike, as and when the original Share or Shares of ſuch Survivors or Survivor, or others or other of them ſhall become payable by virtue of theſe Preſents. **Provided always,** that in caſe all the Children of any of the ſaid Daughters by her firſt Huſband (except as aforeſaid) ſhall happen to die before any of their reſpective Share or Shares ſhall become payable as aforeſaid, then the Share or Shares of ſuch Daughter or Daughters, together with the Improvement thereof, as aforeſaid, ſhall go and be paid to the eldeſt or only Son of ſuch Daughter or Daughters reſpectively, by ſuch firſt Huſband, at his Age of 21 Years. **Provided alſo,** That in caſe any of the ſaid Daughters of the ſaid *A. B.* ſhall happen to die, not having any Child or Children by her or their firſt Huſband or Huſbands, or having ſuch, all of them ſhall die before their reſpective Parts or Shares ſhall become payable to them reſpectively by virtue of theſe Preſents; then the Share or Shares of ſuch Daughter or Daughters ſhall go and be paid to all and every her and their reſpective Child and Children by any after-taken Huſband or Huſbands, to be equally divided amongſt them (if more than one) Share and Share alike; and if but one ſuch Child of any one ſuch Daughter, then the Share of ſuch Daughter to be paid to ſuch her only Child; the Parts or Shares of the ſaid laſt mentioned Child or Children, together with ſuch Improvements as in the mean Time ſhall be made of the ſame, to be paid to ſuch of them as ſhall be a Son or Sons at, &c. (*ut ſupra,*) and to ſuch of them as ſhall be a Daughter or Daughters at, &c. (*ut ſupra,*) provided ſhe or they marry with ſuch Advice and Conſent as aforeſaid: **Provided alſo,** That in caſe any of the ſaid Daughters of the ſaid *A. B.* ſhall die in the Life-time of him the ſaid *A. B.* or *E.* his Wife, or of the Survivor of them, and ſhall leave one or more Child or Children, by her or their firſt or any after-taken Husband or Husbands; then and in ſuch caſe, the Part or Share or Parts or Shares of the Premiſſes, which by theſe Preſents, and the Truſts aforeſaid, would have come and accrued to ſuch Daughter and Daughters, and her or their Child or Children, in Manner aforeſaid, in caſe the ſame Daughter or Daughters had ſurvived the ſaid *A. B.* and *E.* his Wife, ſhall, together with the Improvements in the mean Time to be made of the ſame, go and be paid to the Child or Children of ſuch Daughter or Daughters, at ſuch Times, and in ſuch Manner, and upon and under ſuch Contingencies and Reſtrictions, as the ſame would have been payable to her or their Child or Children by virtue of the aforeſaid Truſts, in caſe ſuch Daughter or Daughters had ſurvived the ſaid *A. B.* and *E* his Wife; any Thing, &c. **Provided further,** That in caſe one or more of the three eldeſt Daughters of the ſaid *A. B. viz. H. K.* Wife of *J. K. L. N.* Wife of *M. N.* and *O. Q.* Wife of *P. Q.* ſhall die without any Child or Children living at her or their reſpective Deaths, or there being ſuch Child or Children, all of them die before their or any of their reſpective Parts or Shares ſhall become payable by virtue of the Truſts aforeſaid; then, and in ſuch caſe, the Part or Share or Parts or Shares of the ſame Daughter or Daughters, together with ſuch Improvements as ſhall be made of the ſame in the mean Time, from and after the Deceaſe of the ſame Daughter or Daughters, and Failure of her or their Child or Children, as aforeſaid, ſhall go and remain to all and every the Child or Children then living, or then after to be born of the other or others of them the ſaid three laſt named Daughters of him the ſaid *A. B.* to be paid at ſuch Times, &c. (*as in the laſt Proviſo*) by virtue of the Truſts aforeſaid, if ſuch other Daughter or Daughters had been then actually dead; the ſame Child or Children of every ſuch other or others of the ſame three Daughters to ſtand in the Place and Stead of his, her or their reſpective Mother or Mothers, and to have and enjoy his, her or their reſpective Mother or Mothers Share or Shares of and in the Premiſſes, (together with ſuch Improvements, &c. as aforeſaid.) **And** in caſe all of them the ſaid three Daughters of the ſaid *A. B.* ſhall die without any Child or Children living at their reſpective Deaths, or there being ſuch Child or Children, and all of them die before their or any of their reſpective Parts or Shares ſhall become payable by virtue of

Benefit of Survivorſhip.

If all the younger Children die, then to the only Son.

If any of *A B.*'s Daughters has no Child living, &c. by the firſt Huſband then her Children by other Huſbands may take.

If a Daughter dies in *A. B.*'s and his Wife's Life-time, her Children to take as above.

If one of his three eldeſt Daughters dies without a Child living, or there being a Child or Children, all of them die before their Shares are payable, her Share to go to the Children of the others of thoſe Daughters.

If all the three eldeſt Daughters die without any Child, &c. their Shares ſhall

of the Truſts aforeſaid, then and in ſuch Caſe the Parts or Shares of all of them the ſaid three eldeſt Daughters (together with ſuch Improvement, &c.) ſhall go and remain to all and every Child or Children then living, or then after to be born of the three youngeſt Daughters of him the ſaid *A B. viz. R.* Wife of *S. T. T.* Wife of *W. X.* and *A.* Wife of *C. D.* to be paid at ſuch Times, &c. (*ut ſupra*) as the Share or Shares of the ſaid three youngeſt Daughters reſpectively would have been payable to her or their reſpective Child or Children by virtue of the Truſts aforeſaid, if they or any of them the ſaid three youngeſt Daughters had been then actually dead; the ſame Child or Children of each of them the ſaid three youngeſt Daughters to ſtand in the Place and Stead of his, her or their reſpective Mother or Mothers, and to have and enjoy his, her or their reſpective Mother or Mothers Share or Shares of and in the Premiſſes, (together with ſuch Improvements, &c.) **And alſo** that in caſe one or more of the ſaid three younger Daughters of the ſaid *A. B.* ſhall die without any Child, &c. (*In like Manner as before, her Share to go to the Children of the others of thoſe Daughters; and if all the three youngeſt die without ſuch Child*, &c. *their Shares to go to the Children of the three eldeſt:*) **Provided always nevertheleſs**, that in caſe all the ſaid ſix Daughters of the ſaid *A. B.* ſhall die without any Child or Children of them or any of them living at her or their reſpective Deaths, or there being ſuch Child or Children, all of them die before their or any of their reſpective Parts or Shares of the Premiſſes ſhall become payable by virtue of the Truſts aforeſaid; then and in ſuch Caſe the Part or Share of each of the ſame Daughters, together with ſuch Improvement, &c. ſhall be, go and remain unto the legal Repreſentatives of ſuch reſpective Daughters: **Provided always**, and the ſaid *A. B.* doth hereby expreſly declare, that in caſe the ſaid *H. K.* and *L. N.* the two firſt married Daughters of the ſaid *A. B.* or either of them, ſhall by Force or Virtue of their reſpective Marriage Settlements, or of any Clauſe, Covenant, Condition or Agreement therein reſpectively contained, or by Force or Means of any other Deed or Writing whatſoever concerning or relating to their reſpective Marriage, or otherwiſe, be compelled to aſſign or depart with all or any Part of the Money or Eſtate belonging or accruing to them, or either of them, by, from and under any Settlement of the Eſtate of *D. B.* their late Grandfather, for or towards any Proviſion for the Maintenance or Portion or Portions of their or either of their younger Child or Children, or otherwiſe, whereby they the ſaid *H. K.* and *L N.* or either of them, may and will be deprived of the whole Benefit of their ſaid Grandfather's Intentions to them, or of any Part thereof, (which is now become altogether unneceſſary and unreaſonable; he the ſaid *A. B.* having lately given to their ſaid Husbands a Place or Office far exceeding in Value what can ever come or accrue to their ſaid Wives, by, from or under any Settlement of their ſaid late Grandfather's Eſtate); then and in ſuch Caſe the aforeſaid Truſtees ſhall and do iſſue, pay and diſpoſe of ſuch Part and Share of the Reſidue and Overplus of the ſaid Eſtate of the ſaid *A. B.* as is herein before appointed to or for ſuch of them the ſaid *H. K.* and *L. N.* as ſhall be ſo deprived as aforeſaid, in the Purchaſe of one or more Annuity or Annuities, for and during her or their reſpective Life or Lives; and that ſuch Annuity or Annuities ſhall be iſſued, paid and diſpoſed of to ſuch Perſon or Perſons only, and no others, and for ſuch Uſes and Purpoſes as they the ſaid *H. K.* and *L. N.* reſpectively ſhall by any Deed or Writing, Deeds or Writings, under her or their reſpective Hands, notwithſtanding her or their Coverture, and without the Conſent of their reſpective Huſbands, from Time to Time order, direct or appoint, as and for a ſeparate Proviſion, Recompence and Compenſation for ſuch of them the ſaid *H. K.* and *L. N.* as ſhall be ſo deprived as aforeſaid, and wherewith their preſent or any after-taken Huſband or Huſbands ſhall no ways intermeddle, or have any controlling Power over the ſame; any Thing, &c. (*Power given to the Truſtees to fill up the Number in caſe of Death; Truſtees to be indemnified and chargeable only for their own Receipts, that they may appoint a Receiver*, &c. See Title **Proviſoes.**) **Provided laſtly**, that if the ſaid *E.* the Wife of the ſaid *A. B.* ſhall, after his Deceaſe, by any Deed or Writing under her Hand and Seal, atteſted, &c. or by her laſt Will and Teſtament in Writing, or any Writing purporting her laſt Will and Teſtament, and atteſted as aforeſaid, make or create any Gift, Appointment, Diſpoſition or Truſt, of or concerning the ſaid Monies ariſing by Sale, or otherwiſe, of the Premiſſes mentioned in the ſaid recited Indentures of Leaſe and Releaſe, or of the Reſidue and Overplus of the ſaid Eſtate intended to be deviſed to her by the ſaid *A. B.* as aforeſaid, or any Part thereof, contrary or diſagreeable to the Diſpoſitions or Appointments hereby thereof made; then this preſent Deed, and the Appointment, Diſpoſitions and Truſts hereby made and created by the ſaid *A. B.* ſhall, as to all or ſo much of the Premiſſes whereof ſhe ſhall make ſuch Diſpoſition or Appointment, ceaſe, determine, and be utterly void and of none Effect; and ſuch Deed, Will or Diſpoſition of the ſaid *E.* ſhall be as valid and effectual in the Law, as if this preſent Deed or Writing had never been made. But if ſhe the ſaid *E.* Wife of the ſaid *A. B.* ſhall make no ſuch Deed, Will or Diſpoſition as aforeſaid, then this preſent Deed ſhall ſtand and remain, and be in full Force and Virtue. **In Witneſs**, &c.

go to the Children of the three youngeſt Daughters.

The like as to any or all of the three youngeſt Daughters dying.

If all the ſix Daughters die without a Child, &c. their Shares to go to their reſpective Repreſentatives.

If the two firſt married Daughters of *A. B.* be compelled to aſſign, &c. any of the Eſtate coming from their Grandfather, (their Huſbands having a Place of more Value given them by *A. B.*) then the Truſtees to inveſt their Shares in Purchaſe of Annuities to their ſeparate Uſe notwithſtanding Coverture.

Powers to Truſtees and for their Indemnity.

Proviſo that if *A. B.*'s Wife, after his Death, makes another Appointment of the Premiſſes, or of any Part thereof, the preſent Appointment (as to ſo much) ſhall be void, and her Appointment ſhall take Place.

Eighthly, Of the Tuition and Guardianship of Infants.

The Tuition of an Infant appointed by the Father.

KNOW, &c. That *J. A.* of, *&c.* Have committed and diſpoſed, and by theſe Preſents Do, &c. unto *P. B.* of, *&c.* the Cuſtody, Tuition and Education of my Son *R. B.* from and immediately after my Deceaſe, until my ſaid Son ſhall attain his Age of 21 Years; and if it ſhall happen that the ſaid *P. D.* dies before me, or before my ſaid Son attains his Age of 21 Years, then and in ſuch Caſe I do commit and diſpoſe unto *T. D.* of, *&c.* the Cuſtody, Tuition and Education of my ſaid Son after my Deceaſe and the Deceaſe of the ſaid *P. B.* until my ſaid Son attains his Age of 21 Years; and humbly deſire the ſaid *T. B.* to take upon him that Trouble, for the good of my ſaid Son.

An Infant's Election and Appointment of a Guardian of Perſon and Eſtate, with Power to let Lands, &c.

KNOW all People by theſe Preſents, That I *A. B.* Son and Heir of *T. B.* late of —— deceaſed, being about the Age of 17 Years, Have nominated, elected and choſen, and by theſe Preſents Do nominate, elect and chuſe *C. D.* of —— to be Guardian as well of my Perſon as of my real and perſonal Eſtate, until I ſhall attain the Age of 21 Years; and I hereby promiſe to be ruled and governed by him in all Things touching my Welfare. And I do alſo hereby authorize and impower the ſaid *C. D.* * to enter upon and take Poſſeſſion of all and every my Meſſuages, Lands, Tenements, Hereditaments and Premiſſes whatſoever, ſituate, lying and being in —— in the County of —— or elſewhere, whereunto I have or may have any Right or Title; and to let and ſell the ſame, and receive and take the Rents, Iſſues and Profits thereof, for my Uſe and Benefit during the Term aforeſaid, giving unto the ſaid *C. D.* my full Power in the Premiſſes, and whatſoever he ſhall lawfully do or cauſe to be done in the ſaid Premiſſes by virtue hereof, I do hereby promiſe to confirm. In Witneſs, &c.

*Or after this * Mark, ſay,*

—— To do, execute and perform all and every ſuch lawful Acts and Things whatſoever touching the ſame, as my ſaid Guardian ſhall think proper and convenient to be done; nevertheleſs in Truſt, and for my only Uſe and Benefit. In Witneſs, &c.

See a Letter of Attorney to conſtitute a Guardian to manage a Minor's Eſtate, with a Variety of Powers therein contained, Tit. **Letters of Attorney.**

Ninthly, For the Benefit of diſtant Relations.

A Widow's Appointment of Lands, &c. to her Aunt, purſuant to a Power of Revocation and new Limitation.

Recital as to a Conveyance to Truſtees.

As to a Purchaſe therein recited made to Mrs. *N.*

Releaſe to the Truſtee.

THIS Indenture, &c. Between Dame *M. M.* of, *&c.* Widow, of the one Part, and *F. N.* Spinſter, (Aunt of the ſaid Dame *M. M.*) of the other Part. Whereas by Indenture *Tripartite* of Releaſe, bearing Date the 28th Day of *November* now laſt paſt, and made or mentioned to be made between the ſaid *F. N.* of the firſt Part, the ſaid Dame *C. M.* of the ſecond Part, and *B. P.* of the third Part, *Reciting* Indentures of Leaſe and Releaſe, bearing Date, *&c.* then and now laſt paſt, and made between *W. A.* Eſq; of the one Part, and the ſaid *F. N.* of the other Part, whereby the ſaid *W. A.* (in Conſideration of 1400 *l.* to him paid by the ſaid *F. N.*) has abſolutely releaſed and conveyed unto and to the Uſe of the ſaid *F. N.* and her Heirs, *All* that, *&c. And further reciting (inter alia)* that the ſaid Sum of 1400 *l.* in the ſaid therein recited Indenture of Releaſe mentioned to be paid by the ſaid *F. N.* was not her Money, *And* that the ſame was the proper Money of the ſaid Dame *C. M. And* that previous to the Conveying the ſaid Premiſſes to ſaid *F. N.* it hath been by her and the ſaid Dame *C. M.* mutually agreed, ſhould be by the ſaid *F. N.* conveyed to the ſaid *B. P.* upon the Truſts therein and herein after mentioned, *It is by the ſaid Indenture* Tripartite *witneſſed,* and the ſaid *F. N.* did thereby agree and declare, that the Name of her the ſaid *F. N.* was uſed in the ſaid Indenture of Leaſe and Releaſe, at and by the Nomination and Appointment of the ſaid Dame *C. M.* upon the Truſts therein and herein after expreſſed: *And it is by the ſaid Indenture* Tripartite *further witneſſed,* and for the Conſiderations therein mentioned, ſhe

the

the ſaid *F. N.* by and with the Conſent, Direction and Appointment of the ſaid Dame *C. M.* did ſell, releaſe and confirm unto the ſaid *B. P.* the ſaid Piece of Ground, *&c.* and all and ſingular other the Hereditaments and Premiſſes by the ſaid therein recited Indentures of Leaſe and Releaſe, conveyed unto and to the Uſe of the ſaid *F. N.* and her Heirs, with the Appurtenances, *To hold* the ſaid Premiſſes unto the ſaid *B. P.* and his Heirs, to the Uſes following, *viz.* In Truſt to permit and ſuffer the ſaid Dame *C. M.* and her Aſſigns, to receive and take the Rents, Iſſues and Profits of the thereby releaſed Premiſſes, to and for her and their own Uſe and Benefit, for and during the Term of her natural Life; and from and after her Deceaſe, then in Truſt to permit and ſuffer the ſaid *F. N.* and her Aſſigns, to receive and take the Rents, Iſſues and Profits of the ſaid Premiſſes, to and for her and their own Uſe and Benefit, for and during the Term of her natural Life; and from and immediately after the Death of the Survivor of them the ſaid Dame *C. M.* and *F. N.* then in Truſt for ſuch Perſon and Perſons, and to and for ſuch Uſe and Uſes, Truſts, Intents and Purpoſes, and with and under ſuch Conditions, and in ſuch Manner and Form, as the ſaid Dame *C. M.* by any Deed or Writing with or without Power of Revocation, or by her laſt Will and Teſtament in Writing, to be by her duly executed in the Preſence of, and atteſted by two or more credible Witneſſes, ſhould limit, direct or appoint, touching or concerning the ſame; and for want of ſuch Direction, Limitation or Appointment, then to the Uſe and Behoof of the ſaid Dame *C. M.* her Heirs and Aſſigns for ever; and to and for, *&c.* as in and by the ſaid in Part recited Indenture *Tripartite*, and as therein is recited, (Relation being thereunto had) more fully may appear: **Now this Indenture witneſſeth**, That the ſaid Dame *C. M.* (for good Conſiderations her thereunto moving) by this her preſent Deed in Writing, duly executed and atteſted by the three credible Witneſſes whoſe Names are hereupon indorſed as Witneſſes hereunto, and by virtue of the ſaid Power in the ſaid recited Indenture *Tripartite* contained, and of all and every other Powers whatſoever enabling her in that Behalf, **Doth** revoked, determined and made void, and by theſe Preſents ſhe the ſaid Dame *C. M.* **Doth** fully, clearly and abſolutely revoke, determine and make void the Uſe and Eſtate in and by the ſaid recited Indenture *Tripartite* limited, after the Death of the Survivor of them the ſaid Dame *C. M.* and *F. N.* (of and in the ſaid Premiſſes) unto the ſaid Dame *C. M.* her Heirs and Aſſigns for ever: **And this Indenture further witneſſeth**, That ſhe the ſaid Dame *C. M.* in Conſideration of the natural Love and Affection, and great Reſpect which ſhe hath for and beareth to her Aunt the ſaid *F. N.* and for divers other good Cauſes and valuable Conſiderations her thereunto eſpecially moving, ſhe the ſaid Dame *C. M.* (by virtue of and in further Execution of the ſaid Power ſo to her given and reſerved, in and by the ſaid Indenture *Tripartite*, and of all and every other Power and Powers whatſoever enabling her thereunto) **Doth** limited, directed and appointed, and by this her ſaid preſent Deed or Writing, by her ſealed and executed in the Preſence of the ſaid three credible Witneſſes (whoſe Names are hereon indorſed) ſhe the ſaid Dame *C. M.* **Doth** limit, direct and appoint, that the ſaid Piece of Ground, *&c.* compriſed in and conveyed by the ſaid recited Indenture *Tripartite* to the ſaid *B. P.* and his Heirs, upon the ſeveral Truſts therein and herein before mentioned, ſhall from henceforth go and be to and for the ſeveral Uſes following, *viz.* **To the Uſe** and Behoof of the ſaid Dame *C. M.* and her Aſſigns, for and during the Term of her natural Life; and from and immediately after her Death, then **To the only Uſe** and Behoof of the ſaid *F. N.* her Heirs and Aſſigns for ever, and to, for or upon no other Uſe, Truſt, Intent or Purpoſe whatſoever. **Provided always**, &c. *(Power of Revocation*, ſee Tit. **Proviſoes.)** **In Witneſs**, &c.

Truſts, *&c.*

Power of Revocation.

New Uſes, *&c.* appointed.

Tenthly, By way of Collateral Securities.

By a Feme Covert of Lands (whereof a Fine was levied, and the Uſes declared to be as ſhe ſhall appoint) as a Collateral Security for Money owing to the Huſband and Daughter on their Bond.

THIS Indenture made, *&c.* **Between** *M. J.* Wife of *J. J.* of, *&c.* of the one Part, and *M. B.* of, *&c.* of the other Part. **Whereas**, &c. *(Recital of a Deed (therein reciting a Fine levied of Lands) declaring the ſame to be to ſuch Uſes*, &c. *as the ſaid* M. *ſhould appoint:)* **And whereas** the ſaid *J. J.* and *M. J.* his Daughter, by one Bond or Obligation bearing equal Date with theſe Preſents, are become bound to the ſaid *M. B.* in the penal Sum of 200 *l.* with a Condition under written for the Payment of 100 *l.* on, *&c.* as by, *&c.* **Now this Indenture witneſſeth**, That for the better ſecuring the Payment of the ſaid 100 *l.* according to the Condition of the ſaid recited Obligation, the ſaid *M. J.* Wife of the ſaid *J. J.* **Doth** hereby limit, direct and appoint, that the ſaid Fine ſo levied as aforeſaid, ſhall from Time, *&c.* hereafter be and enure as, for and concerning the ſaid Meſſuage, *&c.*

Recital of a Fine.

Declaration of the Uſes.

A Bond.

Appointment.

&c. and that the ſaid *N. W.* and his Heirs, and all and every other Perſon and Perſons, and his and their Heirs, ſtanding and being ſeiſed, or which ſhall ſtand, &c. of and in the ſame Meſſuage, &c. ſhall from Time, &c. hereafter ſtand, &c. thereof and of every Part, &c. **To and for the Uſe** and Behoof of the ſaid *M. B.* her, &c. for and during the Term of, &c. without Impeachment of Waſte: **Provided always**, and upon Condition that if the ſaid *J. J.* and *M. J.* the Daughter, or either of them, their, &c. do and ſhall well and truly pay, &c. unto the ſaid *M. B.* her, &c. the ſaid full Sum of 100*l.* of, &c. in and upon, &c. according to the Purport and true Meaning of the Condition of the ſaid recited Obligation; that then and from thenceforth theſe Preſents, and every Thing herein contained, ſhall ceaſe, determine and be void to all Intents and Purpoſes whatſoever; any Thing, &c. **And laſtly**, it is agreed between the ſaid Parties to theſe Preſents, that the ſaid *M. J.* the Mother, her Heirs and Aſſigns, ſhall and may at all Times, till Default ſhall be made in Performance of the Proviſo or Condition aforeſaid, peaceably and quietly have, hold and enjoy the ſaid Premiſſes herein before limited in Uſe to the ſaid *M. B.* and receive and take the Rents, Iſſues and Profits thereof, to her and their own proper Uſe and Benefit; any Thing, &c. **In Witneſs**, &c.

Proviſo.

Till Default the Wife to enjoy the Premiſſes.

By a Mortgagor and Mortgagee, on aſſigning over a Mortgage to Truſtees of the Aſſignee or new Mortgagee, that they ſhall ſtand ſeiſed of the Premiſſes mortgaged, in Truſt for the Aſſignee or new Mortgagee for the better ſecuring the Mortgage Money, &c.

This Indenture Quadripartite, made, &c. **Between** *J. W.* of, &c. of the firſt Part, *T. M.* of, &c. of the ſecond Part, *C. H.* of, &c. *W. F.* of, &c. *R. B.* of, &c. and *A. H.* of, &c. of the third Part, and *H. P.* of, &c. of the fourth Part. **Whereas**, &c. (*Recitals of a Mortgage from the ſaid* J. W. *to the ſaid* T. M. *and an Aſſignment thereof, in Conſideration of the firſt Mortgage being paid off, and of a further Sum lent by the Aſſignee, which was defeaſible on Repayment of*, &c. *therein mentioned*): **Now this Indenture witneſſeth**, That the ſaid *T. M.* in Conſideration that he is fully paid and ſatisfied his ſaid Debt, and all Intereſt due for the ſame, in Manner as in the ſaid laſt recited Indenture is expreſſed; and the ſaid *J. W.* Party hereto, for the better ſecuring and more ſure Payment of the ſaid ſeveral Sums of Money to the ſaid *C. H. W. F. R. B.* and *A. H.* reſpectively, with Intereſt for the ſame, in ſuch Manner as in the ſaid Proviſo in the ſaid laſt recited Indenture contained is mentioned and expreſſed, he the ſaid *T. M.* and the ſaid *J. W.* Parties hereto, **have**, and either of them **hath** directed and appointed, and by, &c. **do**, and either of them **doth**, &c. that the ſaid *H. P.* and *P. M.* their Heirs and Aſſigns, ſhall from henceforth for ever ſtand ſeiſed and poſſeſſed of and intereſted in **all** and ſingular the ſaid Meſſuages, &c. in the ſaid firſt above recited Indenture contained, **In Truſt** for the ſaid *C. H. W. F. R. B.* and *A. H.* their, &c. and ſubject to the Proviſo or Condition in the ſaid laſt recited Indenture contained. (*Covenant that* T. M. *has done no Act of Incumbrance.* See Tit. **Covenants**.) **In Witneſs**, &c.

Recitals. Mortage. Aſſignment. The Appointment.

Eleventhly, For Creditors to receive Monies in Satisfaction of their Debts.

A Husband and Wife's ſeparate Appointment for a Creditor to receive the Intereſt Money due on Mortgage, or the Rents of Premiſſes to be purchaſed with the Principal till a Debt due to him from the Huſband is ſatisfied.

To all, &c. *A. B.* of, &c. and *W.* his Wife, ſend Greeting. **Whereas**, &c. (*Recital of a Mortgage for 500 Years for ſecuring* 20000 l. *and Intereſt, and of* O. P.*'s advancing* 4000 l. *to the Uſe of* A. B.) **Now know ye**, That for and in Conſideration of the ſaid Sum of 4000*l.* of, &c. unto the ſaid *A. B.* by the ſaid *O. P.* before the Enſealing and Delivery of theſe Preſents, well, &c. paid, the Receipt, &c. he the ſaid *A. B.* **hath** ordered, directed and appointed, and by, &c. **doth** order, &c. the ſaid *C. D.* and *D. D.* and the Survivor, &c. to pay or cauſe, &c. **all** and every ſuch Sums of Money as now are, or at any Time or Times hereafter ſhall accrue, become or grow due for the Intereſt of the ſaid 20000*l.* now remaining in the Hands of the ſaid *C. D.* and *D. D.* or one of them, unto the ſaid *O. P.* his, &c. until he the ſaid *O. P.* ſhall thereout be fully paid and ſatisfied the ſaid Sum of 4000*l.* with lawful Intereſt for the ſame from the Day of the Date of theſe Preſents, together with ſuch Coſts, Charges and Expences, as he the ſaid *O. P.* ſhall ſuſtain or be put unto in or about the receiving of the ſame, or in Purſuance of theſe Preſents, without any Deduction,

The Huſband appoints the Intereſt of 20000*l.* due on Mortgage to pay 4000*l.* owing by him, with Intereſt, &c. to *O. P.*

duction, Defalcation or Abatement, for or in Reſpect of any Parliamentary or other Taxes, &c. And the ſaid *A. B.* doth hereby order, conſent, covenant and agree, that the Receipt, &c. of the ſaid *O. P.* ſhall be good, valid and ſufficient Diſcharges for the Intereſt of the ſame 20000 *l.* until he the ſaid *O. P.* ſhall be thereout fully paid and ſatisfied the ſaid Sum of 4000 *l.* by him paid and advanced as aforeſaid, with lawful Intereſt for the ſame from this Day, together with his Coſts and Charges as aforeſaid; And that ſuch Receipts or Acquittances to be from Time to Time given and ſigned, or executed by the ſaid *O. P.* for ſuch Intereſt Money, as the ſame ſhall become due and be paid to him, ſhall be allowed by the ſaid *A. B.* during his Life, and by his Heirs, Executors, Adminiſtrators and Aſſigns, and by all and every other Perſon and Perſons claiming any Right or Title in or to the ſaid Sum of 20000 *l.* and the Intereſt thereof, from and after the Deceaſe of the ſaid *A. B.* and ſhall be valid, good and effectual againſt him, her, them and every of them: And in Caſe the ſaid Sum of 20000 *l.* ſhall happen to be laid out in the Purchaſe of Lands before the ſaid Sum of 4000 *l.* with Intereſt, Coſts and Charges, ſhall be repaid to the ſaid *O. P.* his, &c. then and in ſuch Caſe the ſaid *A. B.* doth hereby conſent, agree, declare and direct, that the Truſtee or Truſtees, in whoſe Name or Names ſuch Eſtate or Eſtates ſhall be purchaſed, and the ſeveral Tenants of ſuch Eſtate or Eſtates ſo to be purchaſed, ſhall apply and pay the Rents, Iſſues and Profits of ſuch Eſtate or Eſtates when purchaſed, unto the ſaid *O. P.* his, &c. until the ſaid Sum of 4000 *l.* with Intereſts and Coſts ſhall be fully paid and ſatisfied thereout. And the ſaid *A. B.* doth hereby covenant and agree, that he the ſaid *A. B.* his Heirs or Aſſigns, ſhall and will give a full and ſufficient Power and Authority for him the ſaid *O. P.* to receive the ſame accordingly And further know ye, That for the Conſideration aforeſaid, and alſo for and in Conſideration of the further Sum of 5 *s.* of, &c. unto the ſaid *W. B.* Wife of the ſaid *A. B.* by the ſaid *O. P.* at, &c. in Hand, &c. the Receipt, &c. ſhe the ſaid *W. B.* purſuant to the Power to her reſerved, in and by one Indenture, &c. and purſuant to all other Powers, &c. by this preſent Deed in Writing by her ſigned, &c. Hath ordered, directed and appointed, and by, &c. Doth, &c. the ſaid *T. M.* and *N. E.* and the Survivor, &c. to pay or cauſe, &c. All and every ſuch Sum, &c. of Money as they or any of them ſhall from Time to Time receive for the Intereſt of the ſaid 20000 *l.* unto the ſaid *O. P.* his, &c. until he the ſaid *O. P.* ſhall be fully paid and ſatisfied the ſaid Sum of 4000 *l.* with lawful Intereſt for the ſame, from, &c. together with ſuch Coſts, &c. And the ſaid *W. B.* doth hereby declare, &c. that the Receipt, &c. (*ut ſupra*) Charges as aforeſaid; And that ſuch Receipts or Acquittances to be from Time to Time given, &c. ſhall be allowed by the ſaid *W. B.* during her Life, and by all, &c. (*as above*) from and after the Deceaſe of the ſaid *W. B.* and ſhall be valid, &c. againſt her, them and every of them. In Witneſs, &c.

O. P.'s Receipts to be good, and allowed by the Huſband.

If the 20000 *l.* ſhall be laid out in a Purchaſe of Land, the Rents, &c. to be paid to *O. P.* till the 4000 *l.* be paid.

Covenant to give *O. P.* a Power accordingly.

Receipts good againſt her.

Another Appointment or Power for a Creditor to receive and retain 67 *l. out of Intereſt Monies,* &c. *in Satisfaction of his Debt.*

TO all Perſons to whom, &c. We *W. H.* of, &c. Gent. and *E. H.* Wife of the ſaid *W. H.* ſend Greeting. Whereas by one Indenture *Tripartite* bearing Date, &c. and made, &c. between *M. R.* of, &c. of the firſt Part, us the ſaid *W. H.* and *E.* of the ſecond Part, and the Right Reverend Father in God *J.* Lord Biſhop of *O.* and *E. E.* of, &c. Gent. of the third Part, *It is mentioned and declared*, that ſeveral Meſſuages, &c. of the ſaid *M. R.* in, &c. are charged and chargeable with the Sum of 2301 *l.* 18 *s.* 5 *d.* ¼ and Intereſt for the ſame, to the ſaid Lord Biſhop of *O.* and *E. E.* and the Survivor of them, his Heirs and Aſſigns; In Truſt, and to and for the Uſe and Benefit of us the ſaid *W. H.* and *E.* my Wife, as therein mentioned: And whereas I the ſaid *W. H.* jointly and ſeverally with the ſaid *E. E.* did ſign and ſubſcribe unto *A. W.* of, &c. one Promiſſory Note, bearing Date, &c. in the Sum of 50 *l.* for Value received: And whereas the ſaid *E. E.* hath ſome Time ſince with his own proper Money paid off and diſcharged the ſaid Note, and the Money due thereon; and hath likewiſe paid unto *W. J.* of, &c. the farther Sum of 26 *l.* being a Debt due from me the ſaid *W. H* to the ſaid *W. J.* which ſaid ſeveral Sums of 50 *l.* and 26 *l.* (amounting in the whole to the Sum of 76 *l.*) I the ſaid *W. H.* do hereby acknowledge to have been my proper Debt, and to have been reſpectively anſwered and paid by the ſaid *E. E.* at my Requeſt and Direction: And whereas I the ſaid *W. H.* by a Promiſſory Note, ſtand juſtly indebted to the ſaid *A. W.* in the Sum of 11 *l.* beſides the ſaid Sum of 76 *l.* ſo due to the ſaid *E. E.* aforeſaid, which I do hereby alſo acknowledge: Now know all Men by theſe Preſents, that we the ſaid *W. H.* and *E. H.* being well ſatisfied of the Truth of the Premiſſes, and in Conſideration thereof, and for repaying, as well to the ſaid *E. E.* his Executors and Adminiſtrators, the ſaid ſum of 76 *l.* ſo due to him as aforeſaid, as alſo the ſaid Sum of 11 *l.* unto the ſaid *A. W.* Do hereby reſpectively direct, authorize and impower him the ſaid *E. E.* his Heirs, Executors

Recital of a Deed, charging Lands with 2301 *l.* 18 *s.* 5 *d.* ¼ and Intereſt, in Truſt for *W. H.* and *E.* his Wife.

W. H. and *E. E* joined in a Note for 50 *l.* which *E. E.* has paid off, and paid another Debt of 26 *l.* both the debts of *W. H.*

W. H's own Note for 11 *l.* to *A. W.*

Power for *E. E* to receive and retain Intereſt of the ſaid 2301 *l.* 18 *s.* 5 *d.* ¼ till ſaid Debts are paid.

tors, Adminiſtrators and Aſſigns, to retain, refund, take and receive, ſue for and recover all Arrears of Intereſt which now are, or at any Time hereafter ſhall grow due for the ſaid Principal Sum of 2301 *l.* 18 *s.* 5 *d.* ½ as aforeſaid, for ſo long Time, and until he the ſaid *E. E.* his Executors, Adminiſtrators and Aſſigns, be fully paid and ſatisfied the ſaid Sum of 76 *l.* ſo due to him as aforeſaid, as alſo the ſaid Sum of 11 *l.* for the Uſe and Benefit of the ſaid *A. W.*

This Deed not to prejudice the Truſt concerning the Principal Money, &c.

Provided always that theſe Preſents, or any Thing herein contained, ſhall not extend to charge or prejudice the ſaid Truſt, of and concerning the ſaid Principal Money, or the Intereſt thereof, no further or otherwiſe, than with and for the ſaid Sum of 76 *l.* unto the ſaid *E. E.* and alſo the ſaid Sum of 11 *l.* unto the ſaid *A. W.* as aforeſaid, but the ſame ſhall from and after ſuch Payment remain, continue, and be upon Truſts declared of and concerning the ſame, in and by the ſaid recited Indenture. **In Witneſs**, &c.

Twelfthly, To ſuch Uſes as are mentioned in other Deeds.

Indorſement, whereby Mr. G. appoints his Truſtees to ſtand poſſeſt of the Reſidue of a Term of 500 Years, in Truſt for ſuch Perſon as ſhall be intitled thereunto by Virtue of a Settlement of the ſame Date.

Know all People by theſe Preſents, that the within named *C. G.* **Doth** hereby direct and appoint the within named *J. B.* his Executors, Adminiſtrators and Aſſigns, from henceforth for the Reſidue of the within mentioned Term of 500 Years, to ſtand and be poſſeſſed of the, &c. mentioned in the within written Indenture, and thereby aſſigned or mentioned to be aſſigned unto the ſaid *J. B.* **In Truſt** for ſuch Perſon and Perſons, from Time to Time, as by one Indenture *Tripartite*, bearing even Date with this Indorſement, and made between the ſaid *C. G.* of the firſt Part, *L. U.* &c. of the ſecond Part, *C. W. P.* of, &c. of the third Part, and by Virtue of the Uſes and Truſts limited and appointed in and by the ſame Indenture *Tripartite*, ſhall be intitled to hold and enjoy the ſaid, &c. any Thing in the within written Indenture contained to the contrary notwithſtanding. **In Witneſs**, &c.

By a Feme Covert, to Truſtees of mortgaged Money received, to be laid out in a new Mortgage, to the Uſes in Marriage Articles.

Marriage Articles, reciting Mortgage, &c.

Whereas &c. (*Recital of Marriage Articles (therein reciting (inter alia) a Marriage intended between Lord* K. *and* A. D. *and that* N. W. *and* T. E. *were poſſeſſed of a Mortgage aſſigned to them for ſecuring* 1000 l. *and Intereſt, in Truſt for the now Lady* A. K.) *whereby Lord* K. *covenanted, that* T. E. *and* J. E. *ſhould ſtand poſſeſſed in the* 1000 l. *in Truſt to pay the ſame to Lady* A.*'s ſeparate Uſe, with a Power for her to make an Appointment of the ſame.*)

Power to appoint. Money paid.

And whereas the ſaid Lady *A. K.* had received all the Intereſt of the ſaid 1000 *l.* until the Day of the Date hereof, and the ſaid *R. B.* hath alſo paid in the ſaid 1000 *l.* Principal Money:

Appointment.

Now know all Men by theſe Preſents, that I the ſaid Lady *A. K.* **Do** hereby diſpoſe, direct and appoint the ſaid *T. E.* and *J. E.* to pay 500 *l.* Part of the abovementioned Sum of 1000 *l.* unto, &c. and the Sum of 500 *l.* more, Reſidue thereof, to, &c. upon a Mortgage by him made, or to be made, to them for ſecuring the Repayment thereof with Intereſt; but

Declaration.

Upon the like Truſts for me, as in the ſaid Articles are contained: **And** I do hereby declare that ſuch Payments to the ſaid, &c. ſeverally, with each of their Receipts reſpectively therefore, ſhall be as effectual and as full Diſcharges, as if the ſaid 1000 *l.* were actually paid to, and received by myſelf with my own Hands. **In Witneſs**, &c.

Thirteenthly, To receive Rents.

By a Feme Covert of a Receiver of Rents.

Leaſe.

Whereas *A. B.* and *C.* &c. (*Truſtees*) have by their Indenture, bearing Date, &c. by the Conſent and Direction of *D. E.* wife of *F. E.* let and demiſed to *G.* a Meſſuage, &c. in *H.* for the Term of, &c. therein mentioned, at and under the yearly Rent of, &c. payable quarterly as therein is mentioned:

Power to appoint.

And whereas the ſaid *A. B.* and *C.* are intruſted in the Premiſſes (with other Things) to permit and ſuffer the Rents thereof to be received, (not by my Huſband *F. E.* but) by ſuch Perſons, and in ſuch Manner, and for ſuch Times during my Life, as I by any Writing under my Hand and Seal, (notwithſtanding my Coverture) ſhall direct and appoint:

Rent due.

And whereas there is now due from the ſaid *G.* for ——— Years Rent

Rent of the Premiſſes at —— laſt the Sum of —— *l.* **Now** I the ſaid *D. E.* **Do** by this Writing under my Hand and Seal direct and appoint, that the ſaid —— *l.* and all the Rent growing, and that which ſhall be accruing for the Premiſſes, during the Term aforeſaid, ſhall be paid by the ſaid *G.* to the ſaid *C.* whom I deſire upon his Receipt thereof, to give an * Acquittance for the ſame. **Witneſs** my Hand and Seal, *&c.* Appointment.

* *See the Form* Tit. **Receipts.**

Fourteenthly, Of Clergymen to preach annual Sermons purſuant to a Will.

To all People, &c. **Whereas** *E. S.* of, *&c.* in and by his laſt Will and Teſtament in Writing, bearing Date, *&c. Did* give and bequeath, to *J. S.* and his Heirs, and to the Vicar and Churchwardens of —— for the Time being, for ever, one Annuity or yearly Rent of, *&c.* payable and to be paid out of, *&c.* in and upon, *&c.* for the Uſes, *&c.* following; (that is to ſay) To pay —— a-piece to four Miniſters of the Goſpel therein named, for Preaching each of them a Sermon on the four Days therein after mentioned yearly for ever, to wit, *&c.* one Sermon on each Day, and after their Deaths, then the ſaid *J. S.* his Heirs or Aſſigns, and the Vicar and Churchwardens of, *&c.* aforeſaid, for the Time being, were to make Choice of four godly and able Miniſters in their Rooms, who ſhould preach the ſaid four Sermons yearly in Manner as is therein expreſſed: **And whereas** all the four Miniſters therein named are long ſince dead, and the ſaid *J. S.* is alſo dead, and *K. S.* is Grandſon and Heir of the ſaid *J. S.* **Now know ye**, that the ſaid *J. S.* and *E. B.* now Vicar of, *&c.* and, *&c.* Churchwarden of the ſaid Pariſh, do hereby chooſe, nominate and appoint *S. F.* of, *&c.* to preach a Sermon yearly in the Pariſh Church of, *&c.* on, *&c.* and *J. J.* of, *&c.* to preach, *&c.* and *R. K.* of, *&c. (ut ſupra)* and *E. B.* to preach, *&c.* and that each of them ſhall and ought to have and receive —— a-piece for ſuch his Sermon purſuant to the aforeſaid Gift or Will of the ſaid *E. S.* **In Witneſs**, &c. Recital of the Will. Deaths.

(a) Aſſignments.

Firſt, Of Annuities and Rents-Charge.

A ſhort Aſſignment by Deed Poll, of an Annuity or Rent-Charge granted by Deed for Life.

To all, &c. I *J. W.* of, *&c.* ſend Greeting. **Whereas** *J. C.* of, *&c.* by his Deed indented, bearing Date, *&c.* for the Conſiderations therein mentioned, *Did* give, grant and confirm unto me the ſaid *J. W. one Annuity* or yearly Rent or Penſion of, *&c.* to be iſſuing and going out of all and ſingular the Meſſuages, *&c.* of the ſaid *J. G.* ſituate, *&c.* for the Term of the natural Life of me the ſaid *J. W. As* in and by the ſaid Deed indented, (amongſt divers other Covenants, Grants and Agreements therein contained) more fully and at large it doth and may appear: **Now know ye**, that I the ſaid *J. W.* for, *&c.* **Have** aſſigned and ſet over, and by, *&c.* **Do**, *&c.* unto *S. L.* of, *&c.* **The** ſaid Annuity or yearly Penſion of, *&c.* **To have and to hold** the ſaid Annual or yearly Rent of, *&c.* unto the ſaid *S. L.* and her Aſſigns, in as large and ample Manner and Form, as I the ſaid *J. W.* may or ought to have and enjoy the ſame, by Force of the ſaid Deed indented, or any thing therein contained (together with the ſaid Deed indented.) **In Witneſs**, &c. Recital of the Grant. Aſſignment.

Another with ſuitable Covenants.

To all, &c. *T. D.* of, *&c.* **Whereas** *R. D.* of, *&c.* late Uncle of the ſaid *T. D.* in and by one Indenture, *&c. Did* give and grant unto the ſaid *T. D.* for and during the natural Life of the ſaid *T. D.* to begin and be paid yearly to the ſaid *T. D.* Party to theſe Preſents. from and after the Deceaſe of, *&c.* as by, *&c.* **Now know ye**, that the ſaid *T. D.* for and in Conſideration of, *&c.* to him in Hand, at, *&c.* by *W. P.* of, *&c.* well and truly paid, whereof and wherewith the ſaid *T. D.* acknowledged himſelf fully ſatisfied, contented and paid by theſe Preſents, and for divers, *&c. Hath* given, granted, bargained, ſold, aſſigned and Recital of the Grant.

(a) For the Law concerning Aſſignments, ſee the firſt Part, p. , *&c.*

Aſſignment. ſet over, and by, &c. **Doth** fully, clearly and abſolutely give, &c. unto the ſaid *W. P.* his Executors, &c. as well the ſaid Annuity, &c. as alſo all the Eſtate, &c. by Force, &c. of the ſaid Indenture, or any Thing therein contained, or otherwiſe. **And** the ſaid *T. D.* for himſelf, &c. doth covenant, &c. to and with the ſaid *W. P.* his, &c. by, &c. that he the ſaid *T. D.* now hath lawful Right and Authority to give, &c. the ſaid Annuity in Manner and Form aforeſaid; **And** that heretofore neither he, nor any other by his Appointment, or with his Conſent, hath made any former Bargain, Sale, Gift, Grant, Aſſignment, Surrender, Extinguiſhment, Charge or Incumbrance of the ſaid Annuity or yearly Payment of, &c. or any Part thereof; **And** that he the ſaid *T. D.* nor any other by or from him, or with his Conſent have or hath done, nor hereafter at any Time ſhall do, commit or ſuffer to be done, any Act, Deed or Thing whatſoever, whereby the ſaid *W. P.* his, &c. ſhall or may be hindered or letted, of, or in the having, receiving and enjoying of the ſaid Annuity or yearly Rent, or any Part thereof; **And** that the ſaid *W. P.* his, &c. ſhall and may from Time, &c. from and after the Deceaſe of, &c. for and during the natural Life of the ſaid *T. D.* lawfully, peaceably, &c. have, &c. the ſaid Annuity or, &c. and every Part, &c. to the proper Uſe, &c. without the Let, &c. **And further** that the ſaid *T. D.* ſhall and will from Time, &c. at the reaſonable Requeſt, &c. do or cauſe, &c. all ſuch further Act and Acts, Thing and Things for the further Aſſuring of the ſaid Annuity, &c. to the ſaid *W. P.* his, &c. for and during the natural Life of the ſaid *T. D.* after the Death of the ſaid —— as by the ſaid *W. P.* his, &c. ſhall be reaſonably deviſed, &c. *(See theſe Kinds of Covenants* poſt, *and others proper in theſe Caſes.)* **In Witneſs**, &c.

Covenants. Right to aſſign. Heretofore no Act done to incumber, nor hereafter ſhall be done to hinder the Enjoyment of the aſſigned Annuity. Peaceable Enjoyment. Further Aſſurance.

Another with the uſual Covenants at length.

THIS Indenture made the —— Day of —— in the —— Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God, &c. and in the Year of our Lord —— between *A. B.* of —— of the one Part, and *C. D.* of the other Part. **Whereas** by Indenture bearing Date the —— Day of —— in the Year of our Lord 1750. *T. D.* of —— in the County of —— did give and grant unto the ſaid *A. B.* one Annuity or yearly Rent or Sum of 40 *l.* to be had, received, taken and iſſuing out of **All** that Meſſuage *(as ſet forth in the Grant)* **To hold** to the ſaid *A. B.* and his Aſſigns, for and during the Term of his natural Life, payable in and upon the —— Day of —— and —— Day of —— yearly and every Year, by even and equal Portions without any Deduction or Abatement whatſoever, as in and by the ſaid recited Indenture, Relation being thereunto had, will more fully and at large appear: **Now this Indenture witneſſeth**, that he the ſaid *A. B.* for and in Conſideration of the Sum of —— of lawful Money of *Great Britain*, to him in Hand paid by the ſaid *C. D.* at and before the Sealing and Delivery of theſe Preſents, the Receipt whereof he the ſaid *A. B.* doth hereby acknowledge, and thereof and of every Part thereof doth acquit and diſcharge the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, and every of them, for ever, by theſe Preſents, **Hath** bargained, ſold, aſſigned, transferred and ſet over, and by theſe Preſents **Doth** bargain, ſell, aſſign, transfer and ſet over unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, the ſaid Annuity, yearly Rent, or Sum of 40 *l.* payable and iſſuing out of **All** the ſaid Meſſuage —— ſo to him the ſaid *A. B.* granted as aforeſaid; **And alſo** all the Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever, of him the ſaid *A. B.* of, in and to the ſaid Annuity, or yearly Rent or Sum of 40 *l.* hereby aſſigned or intended ſo to be; **To have and to hold**, receive and enjoy the ſaid Annuity or yearly Rent or Sum of 40 *l.* unto the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, for and during all ſuch Time and Term as he the ſaid *A. B.* hath or ought to have therein, during his natural Life. And the ſaid *A. B.* for himſelf, his Heirs, Executors and Adminiſtrators, doth hereby covenant, promiſe and agree, to and with the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, in Manner and Form following, (that is to ſay) That he the ſaid *A. B.* now hath in himſelf good Right, full Power and lawful and abſolute Authority, to bargain, ſell, aſſign, tranfer and ſet over unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, the ſaid Annuity or yearly Rent or Sum of 40 *l.* to hold to him, his Executors, Adminiſtrators and Aſſigns, in Manner and Form as aforeſaid. **And** alſo that he the ſaid *A. B.* hath not, at any Time or Times heretofore, ſold, aſſigned, tranferred or ſet over, or any ways diſcharged, charged or incumbred, the ſaid Annuity or yearly Rent or Sum of 40 *l.* hereby aſſigned or intended ſo to be, or any Part or Parcel thereof; **And** alſo that he the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, ſhall and lawfully may, from Time to Time and at all Times hereafter, for and during the Life of him the ſaid *A. B.* peaceaby and quietly have, hold, receive and enjoy the ſaid Annuity or yearly Rent or Sum of 40 *l.* to and for the proper Uſe and Benefit of him the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, without any the Let, Suit, Trouble,

Recital of the Grant for Life. Aſſignment. *Habendum.* Hath Right to aſſign. Hath not before aſſigned or done any Act to incumber, &c. for peaceable Enjoyment.

Trouble, Hindrance, Moleſtation or Interruption whatſoever, of or by him the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, and of or by all and every other Perſon or Perſons whatſoever, free and clear and abſolutely diſcharged of and from all and all Manner of Charges and Incumbrances whatſoever. **And further**, that he the ſaid *A. B.* his Executors and Ad- for further Aſ-
miniſtrators, and all and every other Perſon and Perſons, his and their Executors and Admini- ſurance.
ſtrators, having or claiming, or which ſhall or may have or claim any Right, Title or Intereſt of, in or to the ſaid Annuity or yearly Rent or Sum of 40*l.* from, by or under him the ſaid *A. B.* ſhall and will from Time to Time, and at all Times hereafter, upon the reaſonable Requeſt of the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, make, do, perform and execute, or cauſe or procure to be made, done, performed and executed, all and every ſuch further and other lawful and reaſonable Act and Acts, Thing and Things, Conveyances and Aſſurances in the Law whatſoever, for the further, better and more perfect aſſigning and aſſuring of the ſaid Annuity or yearly Rent or Sum of 40*l.* unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, during the Life of him the ſaid *A. B.* as he the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, or his or their Counſel learned in the Law, ſhall reaſonably deviſe, adviſe and require; ſo as he, ſhe or they be not compelled or compellable to travel or go from the Place of his, her or their Abode, for the doing thereof. **And** for the further, Letter of At-
better and more effectual enabling him the ſaid *C. D.* his Executors, Adminiſtrators and Aſ- torney to de-
ſigns, to enjoy, recover and receive the ſaid Annuity or yearly Rent or Sum of 40*l.* hereby mand, *&c.*
aſſigned, he the ſaid *A. B.* hath and by theſe Preſents **Doth** make, ordain, conſtitute and the Annuity.
appoint, and in his Place and Stead put the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, the true and lawful Attorney and Attornies irrevocable of him the ſaid *A. B.* either in his or their own Names, or in the Name of him the ſaid *A. B.* his Executors or Adminiſtrators, but for his own Uſe only, to aſk, demand, ſue for, recover and receive of and from the ſaid *T. D.* his Heirs, Executors, Adminiſtrators or Aſſigns, and of and from all and every other Perſon and Perſons whomſoever, the ſaid Annuity or yearly Rent or Sum of 40*l.* hereby aſſigned, and upon Non-Payment thereof to commence and proſecute any Action or Suit for the ſame; and upon Payment, Recovery and Receipt of the ſame, or any Part thereof, ſufficient Releaſes or other Diſcharges to give for the ſame, and alſo to do all and every ſuch other and further lawful Act and Acts, Thing and Things whatſoever, as well for the recovering and receiving, as the releaſing, aſſigning and diſcharging the ſaid Annuity or yearly Rent or Sum of 40*l.* as fully and effectually, and in as large, ample and beneficial Manner, to all Intents and Purpoſes as if he the ſaid *A. B.* had been actually preſent and done the ſame. And finally, he the ſaid *A. B.* doth hereby give, grant, notify, confirm and allow all and whatſoever he the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, ſhall lawfully do or cauſe to be done in, about, touching or concerning the Premiſſes by virtue of theſe Preſents. **In Witneſs** whereof, *&c.*

A very good Aſſignment of an Annuity (granted by an Incumbent for his Life out of his Rectory, with a Power to diſtrain, and a Demiſe over to a Truſtee) with an Aſſignment of a Bond and Judgment given as a further Security for the Payment, in caſe the Grantor ſhould reſign, &c. *See the Deed of Grant,* &c.

THIS Indenture made the, *&c.* **Between** *A. B.* of —— in the County of ——, Eſq; of the one Part, and *C. D.* of —— in the County of ——, Gent. of the other Part. **Whereas** by Indenture *Tripartite*, bearing Date the 14th Day of *May* laſt, and made Recital of the
or mentioned to be made between *E. F.* Rector of *L.* in the County of ——, Clerk, of the Grant,
firſt Part, the ſaid *A. B.* of the ſecond Part, and *G. H.* of *Chancery-Lane*, *London*, Gent. of the third Part, the ſaid *E. F.* in Conſideration of the Sum of —— Pounds therein mentioned to be paid to him by the ſaid *A. B.* did give, grant, bargain, ſell and confirm unto the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, for and during the natural Life of him the ſaid *E. F.* one Annuity or yearly Rent or Sum of 30*l.* of lawful Money of *G. B.* to be iſſuing and payable out of **All** thoſe——Acres of Glebe Lands, and all that Meſſuage or Tenement, Barn, Stable, *&c.* ſituate, ſtanding, lying and being in the Pariſh of——in the County of ——, and belonging to the ſaid *E. F.* as Rector of the Pariſh Church of *L.* aforeſaid, and which are therein mentioned to be in the Tenure or Occupation of *J. K.* as Tenant thereof; and by and out of all other the Houſes, Outhouſes, Barns, Stables, Buildings, Orchards, Gardens, Lands and Appurtenances to the ſame Rectory belonging, or in any wiſe appertaining; and all and ſingular the Tythes, Tenths, Oblations, Obventions, Fruits, Fees, Dues, Glebe Lands, Tenements, Meadows, Paſtures, Commons, Woods, Waters, Profits, Privileges and Advantages whatſoever belonging to or payable to the ſaid *E. F.* as Rector of the ſaid Pariſh Church of *L.* aforeſaid; **To hold** unto the ſaid *A. B.* his Executors, Adminiſtra-

tors and Aſſigns, for and during the natural Life of the ſaid *E. F.* and to be paid to him or them quarterly as therein is mentioned, free and clear of all Manner of Taxes and Deductions whatſoever, with proper Powers of Entries and Diſtreſs, and otherwiſe, for the recovering and receiving the ſaid Annuity in caſe of Non-payment thereof by the ſaid *E. F.* as therein is mentioned. And for the better ſecuring the Payment of the ſaid Annuity unto the ſaid *A. B.* the ſaid *E. F.* did by the ſaid recited Indenture grant and demiſe the ſaid Glebe Land, Meſſuage or Tenement, Barn, Stable, Tythes and Premiſſes unto the ſaid *G. H.* his Executors, Adminiſtrators and Aſſigns, for the Term of 99 Years therein mentioned, determinable on the Death of the ſaid *E. F.* upon Truſt by and out of the Rents and Profits thereof to raiſe and levy from Time to Time during the Life of the ſaid *E. F.* ſo much Money as would be ſufficient to pay the ſaid Annuity or yearly Rent of —— *l.* **And whereas** for the better ſecuring the Payment of the ſaid Annuity or yearly Rent-Charge unto the ſaid *A. B.* he the ſaid *E. F.* did enter into and execute unto the ſaid *A. B.* one Bond or Obligation bearing Date the ſame 14th Day of *May* laſt, in the Penal Sum of —— *l.* conditioned for his paying unto the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, the ſaid Annuity as therein is mentioned. And the ſaid *E. F.* did then alſo execute a proper Warrant of Attorney to confeſs Judgment on the ſaid Bond, and a Judgment hath been accordingly entred up thereon in his Majeſty's Court of *C. P.* at *Weſtminſter* as of this preſent *Eaſter* Term againſt the ſaid *E. F.* at the Suit of the ſaid *A. B.* for —— *l.* Debt, beſides Coſts, as in and by the ſaid recited Indenture and Bond and Record of the Judgment, Relation being thereunto reſpectively had, may more fully appear. **And whereas** the ſaid Sum of —— *l.* mentioned in the herein before recited Indenture *Tripartite* as the Conſideration Money for the Purchaſe of the ſaid Annuity or yearly Rent-Charge of —— *l.* and every Part thereof, was the proper Money of the ſaid *C. D.* as the ſaid *A. B.* doth hereby acknowledge and declare, and that the ſaid Sum of —— *l.* or any Part thereof was not the Money of him the ſaid *A. B.* and that the Name of him the ſaid *A. B.* was only uſed in the ſaid recited Indenture, Bond and Judgment, **In Truſt** for and for the only Uſe and Benefit of the ſaid *C. D.* And the ſaid *A. B.* hath agreed to aſſign the ſaid Annuity or yearly Rent of *L.* and the ſaid Bond and Judgment and all Benefit and Advantage of the ſame reſpectively to the ſaid *C. D.* **Now this Indenture witneſſeth**, that in Purſuance of the Declaration and Agreement before-mentioned, and for and in Conſideration of 10*s.* of lawful Money of *Great Britain*, to the ſaid *A. B.* in Hand well and truly paid by the ſaid *C. D.* at and before the Sealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, he the ſaid *A. B.* **Hath** bargained, ſold, aſſigned, and ſet over, and by theſe Preſents **Doth** bargain, ſell, aſſign and ſet over unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, the ſaid Annuity or yearly Rent or Sum of —— *l.* granted by the ſaid recited Indenture *Tripartite*, to the ſaid *A. B.* for and during the Life of the ſaid *E. F.* and all Powers and Remedies therein mentioned for recovering and receiving the ſame; and alſo the ſaid Bond and Judgment entered into and confeſſed reſpectively by the ſaid *E. F.* unto the ſaid *A. B.* for the better ſecuring the Payment of the ſaid Annuity as is before mentioned and recited, and all and all Manner of Benefit and Advantage of the ſaid Annuity or yearly Rent, and of the ſaid Bond and Judgment reſpectively, and all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever, of him the ſaid *A. B.* of, in, to or out of the ſaid Annuity or yearly Rent of —— *l.* and the ſaid Bond and Judgment with the ſaid recited Indenture; **To have and to hold**, receive, take and enjoy the ſaid Annuity or yearly Rent or Sum of —— *l.* unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, from henceforth for and during the natural Life of the ſaid *E. F.* in as full and ample Manner as the ſame was granted by the ſaid *E. F.* to the ſaid *A. B.* and to have, hold and enjoy the ſaid Bond and Judgment, and the Money and Premiſſes thereby reſpectively ſecured, and all Benefit and Advantage of the ſame reſpectively, unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, to and for his and their own Uſe and Benefit. **And** the ſaid *A. B.* hath made, conſtituted and appointed, and by theſe Preſents **Doth** make, conſtitute and appoint the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, his true and lawful Attorney and Attornies, in the Names of him the ſaid *A. B.* his Executors or Adminiſtrators, but for the only Uſe of him the ſaid *C. D.* to ſue or take out Execution upon the ſaid Judgment againſt the ſaid *E. F.* and to carry on and proſecute the ſaid Judgment, and to take and make Uſe of all other lawful Remedies and Powers which the ſaid *A. B.* now hath for the Recovery of the Money and Premiſſes ſecured by the ſaid recited Bond and Judgment reſpectively, in ſuch Manner as he the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, ſhall think fit or neceſſary. **And** the ſaid *A. B.* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, that he the ſaid *A. B.* hath not at any Time heretofore made, done, executed or committed, any Deed, Act, Matter or Thing whatſoever, whereby or by Means whereof the ſaid Annuity, Bond, Judgment and Premiſſes hereby aſſigned or mentioned, or intended ſo to be, or

any

with Power of Entry and Diſtreſs.

Recital of a Demiſe to Truſtee for 99 Years, determinable, &c.

to levy, &c. to pay the Annuity.

Recital of the Bond.

Warrant of Attorney and Judgment.

Recital that the Purchaſe Money for the Annuity was the Aſſignee's.

Conſideration of Aſſignment.

Aſſignment.

Habendum to Aſſignee.

Letter of Attorney.

Done no Act to incumber.

any of them is, are, ſhall or may be aſſigned, determined, impeached, charged, diſcharged, vacated or incumbered reſpectively in any wiſe howſoever. **And** the ſaid *A. B.* doth hereby declare and agree, that the ſaid *G. H.* his Executors, Adminiſtrators and Aſſigns, ſhall from henceforth ſtand poſſeſſed of and intereſted in the ſaid Term of 99 Years, mentioned in and created by the ſaid recited Indenture tripartite, in caſe the ſaid *E. F.* ſhall ſo long live, in Truſt for and for the only Uſe and Benefit of the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, for the Purpoſe of raiſing and levying ſo much Money as will be ſufficient for paying and ſatisfying the ſaid Annuity, as in and by the ſaid recited Indenture is mentioned and declared. **Subject nevertheleſs** to the Proviſo or Condition in the ſame Indenture contained, for paying and ſatisfying the ſaid Indenture in Manner therein mentioned. **In Witneſs** whereof, *&c.*

That the Truſtee ſhall ſtand poſſeſſed of the Term to the Uſe of the Aſſignee.

Proviſo, ſee the Grant.

An Aſſignment of an Annuity or Rent-Charge (granted by Deed for Years, with Clauſe of Diſtreſs and Nomine pœnæ*) with Covenant to avow Diſtreſs and Actions, and a Letter of Attorney.*

THIS Indenture, &c. **Witneſſeth**, That whereas the ſaid *A. B.* by Indenture, *&c.* for the Conſiderations therein mentioned and expreſſed, *Hath* granted, *&c.* unto the ſaid *C. D.* and *A.* his Wife, one Annuity, *&c.* iſſuing, *&c.* **To have**, &c. from, *&c.* unto the full End and Term of, *&c. With a Clauſe* of Diſtreſs to be taken within the ſaid Manor, *&c.* for Non-payment of the ſaid Annuity or yearly Rent of, *&c.* or any Part thereof, for the Space of 14 Days next after any of the ſaid Feaſts, on which the ſame ought to be paid as aforeſaid, *As alſo* one other Clauſe of Diſtreſs, *Nomine Pœnæ* of 30*s.* for every Default of Payment, which ſhall happen to be within 24 Days next after any or either of the ſaid Feaſt-Days in which they ought to be paid, as in and by, *&c.* (amongſt, *&c.*) more plainly, *&c.* **Now** the ſaid *C. D.* for and in Conſideration, *&c.* hath given, granted, bargained, ſold, aſſigned and ſet over, and by, *&c.* **Doth** fully, *&c.* give, *&c.* **The** ſaid Indenture before mentioned, and the ſaid Annuity or yearly Rent of, *&c.* with the Appurtenances, Clauſes of Diſtreſs, and *Nomine Pœnæ* thereby granted and confirmed, and all the Eſtate, *&c.* and all Deeds, *&c. To have*, hold, levy and yearly perceive, receive, take and enjoy the ſaid Annuity or yearly Rent of, *&c.* unto, *&c.* for and during all the Reſt, Reſidue and Remainder, yet to come and unexpired of the ſaid Term of, *&c.* by the ſaid Indenture granted, at ſuch Days, Times and Places, and in ſuch like, and in as large, ample, beneficial Manner and Form to all Intents and Purpoſes, as he the ſaid *C. D.* and *A.* his Wife, or either of them have or hath, or had, or may, might, ſhould, or of Right ought to have, or yearly receive, take and enjoy the ſame; **And**, &c. (*Covenant for quiet Enjoyment, free*, &c.) **And alſo** that they the ſaid *C. D.* and *A.* his Wife, their, *&c.* ſhall and will from Time, *&c.* when and as often as need ſhall be and require, at the Requeſt, and at the Coſts and Charges in the Law of the ſaid *E. F.* his, *&c.* avow, juſtify and maintain all and every ſuch lawful Entries, Diſtreſſes, Actions, Suits, Plaints, Pleas, Proceſſes, Judgments, Extents and Executions, as the ſaid *E. F.* his, *&c.* ſhall make, take, attempt, commence, proſecute and bring in Reſpect of the Premiſſes, upon or by Reaſon of the ſaid Indenture, or any Thing therein contained, without being nonſuit or otherwiſe Releaſing, Diſcharging, Delaying, Diſcontinuing, Barring or Hindring the ſame, or any of them, except it be by and with the Special Aſſent, Conſent and Agreement of the ſaid *E. F.* his, *&c.* in Writing, in that Behalf firſt had and obtained; **And** the ſaid *C. D.* hath by, *&c.* made, *&c.* the ſaid *E. F.* his true and lawful Attorney irrevocable, to aſk, *&c.* to the only Uſe of the ſaid *E. F.* his, *&c.* without rendering any Account to the ſaid *C. D.* his, *&c.* the ſaid Annuity, *&c.* every Year yearly from Time to Time, as it ſhall grow due, during the ſaid Term mentioned in the ſaid Indenture; and for Default of Payment of either or any of the ſaid ſeveral Sums at the Days and Place aforeſaid, in which they ought to be paid, to diſtrain, and the Diſtreſſes ſo taken, to lead, drive and carry away, or ſecure on the Premiſſes (as the Caſe ſhall require) and ſo to detain until he or they the ſaid *E. F.* his, *&c.* ſhall be fully ſatisfied, or till the ſame ſhall be ſold in Satisfaction of his ſaid Annuity, *&c.* ſo due as aforeſaid, *&c.* (*as uſual.*) *See* Tit. **Letters of Attorney in Deeds**, *Poſt.*

Recital of the Grant for Years, with Clauſe of Diſtreſs and *Nomine Pœnæ.*

Aſſignment.

Covenant to avow Diſtreſſes and Actions.

Letter of Attorney to receive the Annuity, and to diſtrain, *&c.*

An

An Aſſignment of an Annuity granted by Deed and the Arrears thereof, and of the Benefit of a Decree in Chancery expected to be made in Favour of the Annuitant, (a Suit being depending on Account of the Deed being fraudulently cancelled) for Payment of a Debt.

Recital of the Grant of an Annuity,

THIS Indenture Tripartite made, &c. Between *J. P.* of, &c. of the firſt Part, *T. P.* of, &c. (eldeſt Son and Heir of *R. P.* late of the ſame Place, Eſq; deceaſed) of the ſecond Part, and *R. G.* of, &c. of the third Part. Whereas by Indenture bearing Date, &c. and made between *T. P.* of, &c. (ſince deceaſed, Grandfather of the ſaid *T. P.* Party hereto,) *G. P.* of, &c. Eſq; and *W. C.* of the *Middle-Temple, London*, Eſq; of the one Part, and the ſaid *J. J.* Party, (by the Name and Addition of *J. P.* Eſq; youngeſt Son of the ſaid *T. P.*) of the other Part; whereby, in Conſideration of the natural Love and Affection which the ſaid *T. P.* had towards his ſaid Son, and of 5 *s.* to the ſaid *G. P.* and *W. C.* paid by the ſaid *J. P.* he the ſaid *T. P.* the Grandfather, (and by his Direction) the ſaid *G. P.* and *W. C.* and each and every of them, *Did* give and grant unto the ſaid *J. P.* and his Aſſigns, one Annuity or yearly Rent-Charge of 300 *l.* of, &c. to be iſſuing and payable out of *All* that the Manor of *B.* with the Rights, Members and Appurtenances in the County of *C.* and out of, &c. (all which ſaid Premiſſes are therein mentioned to have been (amongſt other Things) then lately conveyed unto the ſaid *G. P.* and *W. G.* and their Heirs, *In Truſt* for the ſaid *T. P.* the Grandfather and his Heirs); *To have, hold, receive and enjoy* the ſaid Annuity or yearly Rent-Charge of 300 *l.* unto the ſaid *J. P.* and his Aſſigns, for and during the Term of the natural Life of the ſaid *J. P.* the ſame Annuity to be paid unto the ſaid *J. P.* or his Aſſigns, by four equal quarterly Payments, upon the four moſt uſual Feaſts or Days of Payment in the Year, free and clear of and from all Manner of Taxes, and that in ſuch Manner as in the ſaid Indenture is mentioned; the firſt of which quarterly Payments was to be made upon, &c. *And* it is therein mentioned, that if the ſaid Annuity or yearly Rent-Charge of 300 *l.* or any Part thereof, ſhould be behind, &c. in which ſaid Indenture is contained a Proviſo, that the ſame Indenture, or any Thing therein contained, ſhould not any ways extend to charge the Perſons of the ſaid *T. P. G. P.* and *W. C.* or either of them, by a Writ or an Action of *Annuity*, but only to charge the ſaid Manors, &c. and Premiſſes with the yearly Rent-Charge aforeſaid, as by, &c. Relation, &c. And whereas the ſaid recited Indenture was duly executed by the ſaid *T. P. G. P.* and *W. C.* and the ſame was afterwards ſo delivered to the ſaid *J. P.* by virtue whereof he the ſaid *J. P.* and his Aſſigns during his Life, are legally intitled to have and receive the ſaid Annuity or yearly Rent-Charge of 300 *l.* And whereas ſometime after the Delivery of the ſame Indenture to the ſaid *J. P.* the ſaid *T. P.* the Grandfather, ſent unto the ſaid *J. P.* and deſired that he would ſend him the ſame Indenture, to the Intent only, that he the ſame *T. P.* might have the Peruſal thereof, and alſo alledging, that it would be ſafer in his Hands, which he the ſaid *J. P.* in Obedience to his Father the ſaid *T. P.*'s Deſire, accordingly ſent to him; but the ſaid *T. P.* the Grandfather, ſoon after dying, *viz.* on or about, &c. the ſaid recited Indenture, being immediately after his Death ſearched for amongſt his Writings, was found cancelled; whereupon the ſaid *J. P.* having applied to his Brother the ſaid *R. P.* (eldeſt Son and Heir of the ſaid *T. P.* the Grandfather) to have the ſaid Indenture of Adnuity confirmed, and the Arrears thereof paid to him, which not being complied with, he the ſaid *J. P.* did thereupon prefer and file a Bill in the High Court of Chancery againſt the ſaid *R. P.* and others; whereby (after ſetting forth as therein mentioned) he prays that the ſaid recited Deed ſo cancelled might be confirmed, and that all Arrears of the ſaid Annuity then due to him might be paid with Intereſt; to which Bill the ſaid *R. P.* appeared, but ſoon after dying, the then Cauſe abated; ſince which a Bill of Revivor has been revived and brought by the ſaid *J. P.* for the Purpoſes aforeſaid, againſt his Nephew the ſaid *T. P.* Party hereto; to which Bill the ſame *T. P.* having put in his Anſwer, and Publication being paſt in the preſent Cauſe, it is expected that the ſaid preſent Cauſe now pending between the ſaid *J. P.* and *T. P.* Party hereto, touching the Matters aforeſaid, will be heard as of or before *Trinity*-Term now next enſuing; upon hearing whereof it is preſumed and hoped by the ſaid *J. P.* that the ſaid Court will be of Opinion, and decree a Confirmation of the ſaid Annuity according to the true Intent of the ſaid recited Indenture, and alſo Payment of all Arrears thereof now due to him the ſaid *J. P.* together with lawful Intereſt and his Coſt for and touching the ſame: And whereas the ſaid *J. P.* together with *M. P.* Eſq; by their joint Bond or Obligation, bearing Date, &c. *Did* become bound unto him the ſaid *R. G.* in the penal Sum of 800 *l.* with Condition there under written, for the Payment of the Sum of 934 *l.* 18 *s.* with lawful Intereſt for the ſame, unto the ſaid *R. G.* in ſuch Manner as therein is mentioned: And whereas the ſaid Sum of 934 *l.* 18 *s.* and Intereſt, not being paid to the ſaid *R. G.*

chargeable on a Manor, &c.

Peruſal thereof by the Grandfather and Cuſtody thereof.

The Grandfather's Death, Deed found cancelled.

Bill in Chancery, praying a Confirmation of the cancelled Deed.

Anſwer and Publication, &c.

A Bond of *J. P.* and *M. P.* to *R. G.* for Payment of Money.

R. G. according to the Condition of the ſaid recited Bond, he the ſaid *R. G.* did, in or about *Trinity* Term in the 9th Year of the Reign of his late Majeſty King *George*, obtain in his Majeſty's Court of Common Pleas at *Weſtminſter*, Judgment on the ſaid Bond againſt the ſaid *J. P.* for the Sum of 1800 *l.* (beſides Coſts of Suit), as in and by the ſaid recited Bond, and the Record of the ſaid Judgment, Relation being to them reſpectively had, may more fully appear: **And whereas**, upon an Account this Day made between them the ſaid *J. P.* and *R. G.* it appears there is now due and owing from the ſaid *J. P.* to the ſaid *R. G.* by virtue of the ſaid recited Bond and Judgment, for principal Money and Intereſt, Coſts and otherwiſe touching the ſame, in the Whole the Sum of 1330 *l.* which is confeſſed and hereby acknowledged ſo to be by him the ſaid *J. P.* **And whereas** there is now due and owing to him the ſaid *J. P.* for Arrears on Account of the ſaid Annuity ſo granted to him as aforeſaid, the Sum of 2700 *l.* or thereabouts, beſides Intereſt for the ſame: **And whereas** the ſaid *J. P.* Party hereto, not having been in Poſſeſſion of the ſaid Manors, *&c.* and Premiſſes ſo charged with the ſaid Annuity of 300 *l. per Annum*, to the ſaid *J. P.* as aforeſaid, for only about the Space of two Years now laſt paſt, for which Reaſon, he apprehends, he ſhall not be decreed to pay above two Years Arrears thereof, with Intereſt for the ſame: **And whereas**, previous to and before the making and executing of theſe Preſents, it was and is hereby mutually agreed by and between them the ſaid *J. P. T. P.* Party, *&c.* and *R. G.* in Manner as follows, *viz.* That in caſe the ſaid Sum of 2700 *l.* Arrears of the ſaid Annuity, or any ſufficient Part thereof, ſhall by the ſaid Court of Chancery or otherwiſe be decreed to be paid to the ſaid *J. P.* or his Aſſigns by the ſaid *T. P.* (Party) his Heirs, Executors or Aſſigns; that then and in ſuch Caſe he the ſame *T. P.* his Heirs, Executors or Aſſigns, ſhall and will, within one Month next after the making of ſuch Decree, pay unto the ſaid *R. G.* his Executors, *&c.* the Sum of 600 *l.* (together with Intereſt for the ſame until Payment thereof), in Part of his ſaid Debt of 1330 *l.* ſo due to him as aforeſaid, in ſuch Manner as is herein after for that Purpoſe mentioned; and alſo in caſe the ſaid *T. P.* Party, his Heirs or Aſſigns, ſhall by the ſaid Court of Chancery be decreed to pay, or that the ſaid Annuity of 300 *l. per Ann.* ſhall any otherwiſe be confirmed or made payable to the ſaid *J. P.* or his Aſſigns, during his Life; that then and in ſuch Caſe (after Payment of the ſaid Sum of 600 *l.* and Intereſt, out of ſuch Arrears in Manner aforeſaid), he the ſaid *T. P.* Party, his Heirs or Aſſigns, ſhall, from the Time of making ſuch Decree or other Confirmation of the ſaid Annuity of 300 *l. per Ann.* or any Part thereof, pay the ſame unto the ſaid *R. G.* his Executors, Adminiſtrators or Aſſigns, for and during, and until ſuch Time only, as the remaining Part of the ſaid Debt of 1330 *l.* ſo now due to him as aforeſaid, together with Intereſt and all Charges touching the ſame, ſhall be to him and them fully paid and ſatisfied, and that in ſuch Manner as herein after is for that Purpoſe alſo mentioned: **Now this Indenture witneſſeth**, That the ſaid *J. P.* in Purſuance and Part of Performance of his recited Agreement, and to the End and Intent that the ſaid Sum of 600 *l.* and Intereſt for the ſame (in caſe ſuch Decree ſhall be made by the ſaid Court of Chancery, or otherwiſe, for Payment of the Arrears of the ſaid Annuity, ſufficient for that Purpoſe by the ſaid *T. P.* Party hereto, unto the ſaid *J. P.* as aforeſaid) may by him the ſaid *T. P.* Party, *&c.* his Heirs, Executors or Aſſigns, be then forthwith paid to the ſaid *R. G.* his Executors or Aſſigns, in Part of the ſaid Sum of 1330 *l.* ſo now due to him as aforeſaid, and for and in Conſideration of the Sum of 5*s.* of, *&c.* to the ſaid *J. P.* in Hand paid by the ſaid *R. G.* at or before the executing hereof, the Receipt whereof, *&c.* and for divers other good, *&c.* **He** the ſaid *J. P.* (as far as in him lieth, or that he lawfully may or can) **hath** bargained, ſold, aſſigned, transferred and ſet over, and by theſe Preſents (by and with the Conſent and Approbation of the ſaid *T. P.* Party, teſtified, *&c.*) **Doth** hereby clearly and abſolutely bargain, *&c.* unto the ſaid *R. G.* his Executors, *&c.* the full Sum of 600 *l.* of, *&c.* together with legal Intereſt for the ſame, (being Part of the before mentioned Sum of 2700 *l.* Arrears, ſo now due to the ſaid *J. P.* by virtue of the ſaid Annuity ſo payable to him as aforeſaid, (in caſe ſuch Arrear or ſo much thereof as ſhall be ſufficient to pay the ſaid Sum of 600 *l.* and Intereſt, ſhall by the ſaid Court of Chancery or otherwiſe be decreed to be paid by the ſaid *T. P.* Party hereto, or by his Heirs, Executors or Aſſigns, to the ſaid *J. P.* or his Aſſigns, as aforeſaid), and all the Right, Intereſt, Benefit, Property, Claim and Demand whatſoever or howſoever, either at Law or in Equity of him the ſaid *J. P.* or of, any Perſon or Perſons in Truſt for him, of, in or to the ſaid hereby aſſigned Sum of 600 *l.* and Intereſt for the ſame or any Part thereof, by virtue of the ſaid herein before in Part recited Indenture, or of any ſuch Decree to be made by virtue thereof as aforeſaid, together with all Benefit and Advantage whatſoever, of any ſuch Decree to be made as aforeſaid, touching the ſaid hereby aſſigned Sum of 600 *l.* and Intereſt: **To have**, hold, receive, take and enjoy, the ſaid Sum of 600 *l.* and Intereſt, and all and ſingular the herein before mentioned and intended to be hereby aſſigned Premiſſes, unto and to and for the only Uſe and Benefit of the ſaid *R. G.* his Executors, Adminiſtrators and Aſſigns, (in Part of the ſaid Sum of 1330 *l.*

Judgment thereon.

Principal, Intereſt and Coſts.

Arrears of Annuity to *J. P.*

Agreement as to what ſhall be decreed, with Relation to the Payment of the Annuity.

Aſſignments of Arrears of Annuity.

ſo now due to him as aforeſaid) from the Time of making ſuch Decree for ever more, and that in as full, large, ample and beneficial Manner, to all Intents and Purpoſes whatſoever, as he the ſaid *J. P.* could or might have received or enjoyed the ſame, in caſe theſe Preſents had not been made. **And this Indenture further witneſſeth**, That the ſaid *J. P.* in further Purſuance and Performance of his Part of the ſaid recited Agreement, and to the End and Intent, the better to ſecure Payment unto the ſaid *R. G.* of all, or ſo much of the ſaid Sum of 1330 *l.* ſo due to the ſaid *R. G.* as aforeſaid, as the ſaid herein before aſſigned Arrears ſhall not pay and ſatisfy to him, together with Intereſt for the ſame, after the Rate of 5 *l. per Cent. per Ann.* and alſo all Charges touching the Recovering and Receiving of all or any Part of the ſaid hereby aſſigned Premiſſes, or of any Part or Parcel thereof; and alſo for and in Conſideration of the Sum of 5 *s.* of, *&c.* to the ſaid *J. P.* in Hand paid by the ſaid *R. G.* at or before the executing hereof, the Receipt of which 5 *s.* and the ſaid Debt or Sum of 1330 *l.* ſo now due to the ſaid *R. G.* as aforeſaid, he the ſaid *J. P.* doth hereby confeſs and acknowledge, and for divers other good, *&c.* he the ſaid *J. P.* by and with the like Conſent and Approbation of the ſaid *T. P.* Party, *&c.* teſtified as aforeſaid, hath, and by theſe Preſents, as for, *&c.* **Doth** freely, clearly and abſolutely grant, bargain, ſell, alien and aſſign unto the ſaid *R. G.* his Executors, Adminiſtrators and Aſſigns, **All** that the herein before mentioned Annuity or yearly Rent-Charge of 300 *l.* ſo given and granted to him the ſaid *J. P.* in and by the ſaid herein before in Part recited Indenture, and thereby charged, iſſuing and payable out of the ſaid Manors, Meſſuages, Hereditaments and Premiſſes, in, *&c.* as aforeſaid; and all the Eſtate, Right, Title, Intereſt, Property, Claim and Demand whatſoever or howſoever either at Law or in Equity, of him the ſaid *J. P.* or of any Perſon or Perſons in Truſt for him, of, in, or unto the ſaid hereby granted and aſſigned Annuity or yearly Rent-Charge, by virtue of the ſaid in Part recited Indenture, or of any Decree or Decretal Order to be made on Account or by virtue thereof by the ſaid High Court of Chancery, or otherwiſe howſoever, together with all Benefit and Advantage of Diſtreſs for the ſame, in caſe of Non-payment thereof, and all other Benefit and Advantage whatſoever belonging or in any wiſe appertaining thereunto; and that in as full, large, ample and beneficial Manner, to all Intents and Purpoſes whatſoever as he the ſaid *J. P.* could or might have had, received or enjoyed the ſame, in caſe theſe Preſents had never been made; **To have**, hold, and yearly to receive and take the ſaid hereby granted and aſſigned Annuity or yearly Rent-Charge of 300 *l.* and all Benefit and Advantage of Diſtreſs and otherwiſe for the ſame, in Manner as aforeſaid, (in caſe the ſaid Annuity ſhall be by any Decree of the ſaid Court of Chancery, or otherwiſe, confirmed to him the ſaid *J. P.* or his Aſſigns during his Life), unto the ſaid *R. G.* his Executors, Adminiſtrators and Aſſigns, from the Time of ſuch Confirmation of the ſaid Annuity, for and during the natural Life of him the ſaid *J. P.* (**Subject nevertheleſs** to the Proviſo herein after mentioned, touching the making void of the hereby aſſigned Arrears, Annuity and Premiſſes, **And** for the better enabling him the ſaid *R. G.* to receive as well the ſaid hereby aſſigned Sum of 600 *l.* together with Intereſt for the ſame), in Part of the ſaid Debt ſo due to him as aforeſaid, as alſo of the ſaid hereby aſſigned Annuity for full Payment of the Reſidue thereof, with Intereſt and Charges, **He** the ſaid *J. P.* **Doth** hereby direct and appoint the ſaid *T. P.* Party hereto, his Heirs, Executors, Adminiſtrators and Aſſigns, within one Month next after the making of any ſuch Decree for Payment of the ſaid Arrears to the ſaid *J. P.* or his Aſſigns as aforeſaid, to pay or cauſe to be paid to the ſaid *R. G.* his Executors, Adminiſtrators or Aſſigns, the ſaid hereby aſſigned Sum of 600 *l.* of lawful Money, (together with Intereſt for the ſame in Manner as aforeſaid) without any Deduction whatſoever; and he the ſaid *J. P.* doth hereby alſo further direct and appoint the ſaid *T. P.* Party hereto, his Heirs and Aſſigns, (from and immediately after the Confirmation of the ſaid Annuity, by ſuch Decree or otherwiſe, as aforeſaid, unto him the ſaid *J. P.* or his Aſſigns), to pay or cauſe to be paid unto the ſaid *R. G.* his Executors, Adminiſtrators or Aſſigns, the ſaid hereby aſſigned Annuity of 300 *l. per Annum*, for and during, and until ſuch Time only as his whole Debt of 1330 *l.* ſo due to him as aforeſaid, together with all Intereſt and Charges touching the recovering and receiving thereof, ſhall be to him and them fully paid and ſatisfied, according to the Covenants herein after mentioned for that Purpoſe, and the true Intent and Meaning of theſe Preſents; and that the Receipts of the ſaid *R. G.* his Executors, Adminiſtrators or Aſſigns, to the ſaid *T. P.* Party hereto, his Heirs, Executors or Aſſigns, ſhall be as good and ſufficient Diſcharges as well for the ſaid Sum of 600 *l.* and Intereſt, as alſo for the ſaid Annuity of 300 *l. per Annum*, to be by him ſo received as aforeſaid, as if he the ſaid *J. P.* had himſelf ſigned and given the ſame; **And** for the further, better and more effectual enabling him the ſaid *R. G.* his Executors, Adminiſtrators and Aſſigns, to recover and receive as well the ſaid hereby aſſigned Annuity, as alſo all the Arrears thereof, (**Subject nevertheleſs** to the Proviſo herein after mentioned touching the ſame), **He** the ſaid *J. P.* **Hath**, and by theſe Preſents (as far as in him lies, or he can or lawfully may) **Doth** conſti-

tute,

And of the Annuity till the Reſidue of the Debt ſhall be paid.

Appointment to pay the Money.

Letter of Attorney (in caſe of Aſſignor's Neglect) to proſecute the Cauſe;

tute, authorize and appoint, and in his Place and Stead put the said *R. G.* his Executors, Administrators and Assigns, the true and lawful Attorney and Attornies, irrevocable of him the said *J. P.* either in his or their own Names, or in the Name of him the said *J. P.* at any Time from henceforth (in case the said *J. P.* shall neglect or omit to do the same) to carry on and prosecute to Effect the said present Cause now depending, or any future Cause which shall or may be pending either in the said Court of Chancery or elsewhere, to the Intent to recover and receive the said hereby assigned Annuity of 300 *l. per Annum*, and all Arrears thereof in such Manner as he or they shall in that Behalf be reasonably advised or think fit; **And also** he the said *J. P.* doth hereby further authorize and impower the said *R. G.* his Executors, Administrators and Assigns, to demand and receive of and from the said *T. P.* Party hereto, his Heirs, Executors and Assigns, and also of and from all and every other Person and Persons whomsoever, who by virtue of any such Decree to be made as aforesaid, or otherwise, shall be liable to answer and pay the same, as well the said hereby assigned Arrears or Sum of 600 *l.* and all Interest Monies to become due for the same, in Manner as aforesaid, as also the said hereby assigned Annuity of 300 *l. per Annum*, during the Time aforesaid, and upon Non-payment of such Arrears of 600 *l.* and Interest for the same in Manner aforesaid, then it shall and may be lawful for the said *R. G.* his Executors, Administrators or Assigns, either in his or their own Names, or in the Name of the said *J. P.* to commence any Action or Suit for the same, and the same to prosecute to effect, for the Recovering and Receiving thereof, and also upon Non-payment of the said Annuity to make any Distress or Distresses for the same, and the same to dispose of, as the Law in such Case directs; and further also, upon Recovery and Receipt of the said hereby assigned Arrears of 600 *l.* Interest thereof, Annuity and Premisses, or of any Part or Parts thereof, proper and sufficient Releases or other Discharges to give for the same, and also to do all and every such other and further lawful Acts and Things, as well for the recovering and receiving, as also for the releasing and assigning, and discharging of the said hereby assigned Arrears of 600 *l.* and Interest thereof, Annuity and Premisses, and that as fully and effectually and absolutely, in as large, ample and beneficial Manner to all Intents and Purposes whatsoever, as if he the said *J. P.* had been actually present and done the same. **And** finally, he the said *J. P.* doth hereby give, grant, ratify, confirm and allow, all and whatsoever Acts and Things he the said *R. G.* his Executors, Administrators or Assigns, shall lawfully do or cause to be done by virtue of these Presents, in, about, touching and concerning the said respective hereby assigned Premisses; (Subject to the Proviso herein after mentioned touching and concerning the same:) **And this Indenture also further witnesseth**, That the said *T. P.* Party hereto, in Pursuance and Performance of his Part of the herein before mentioned recited Agreement, **Doth** for himself, *&c.* covenant, *&c.* to and with the said *R. G.* his, *&c.* by, *&c.* in Manner as follows; that is to say, That (in case such Decree shall be made by the said High Court of Chancery, or otherwise, for Payment of the said Arrears of the said Annuity to the said *J. P.* or his Assigns, in Manner as aforesaid), then, and in such Case, he the said *T. P.* Party hereto, his, *&c.* (notwithstanding any Act, Deed, Matter or Thing whatsoever, already, or any Time hereafter to be had, made, done, committed, or wittingly or willingly suffered by the said *J. P.* to the contrary) shall and will within one Month next after the making of such Decree for Payment of the said Arrears of the said Annuity to the said *J. P.* or his Assigns as aforesaid, well and truly pay thereout unto the said *R. G.* his Executors, Administrators or Assigns, the said full Sum of 600 *l.* of lawful Money of *Great Britain*, (together with Interest for the same from the Date hereof, and until full Payment thereof, after the Rate of 5 *l. per Cent. per Annum*), in Part of the said Debt or Sum of 1330 *l.* so now due to him as aforesaid; **And** that without making any Deduction or Abatement whatsoever, for Taxes, Charges or otherwise howsoever, and also that (in case he the said *T. P.* Party hereto, his Heirs or Assigns, shall by the said Court of Chancery be decreed to pay, or that the said Annuity of 300 *l. per Annum*, or any Part thereof, shall any otherwise be confirmed or made payable to the said *J. P.* or his Assigns, during his Life), then and in such Case (after Payment of the said of 600 *l.* and Interest, out of such Arrears so to be decreed in Manner as aforesaid), **He** the said *T. P.* Party hereto, his Heirs or Assigns, (notwithstanding any such Act or Thing so to be done by the said *J. P.* as aforesaid), shall and will from the Time of making or pronouncing such Decree or other Confirmation of the said Annuity of 300 *l. per Annum*, or any Part thereof, unto the said *J. P.* or his Assigns, well and truly pay the same unto the said *R. G.* his Executors, Administrators or Assigns, for and during, and until such Time only as so much or the remaining Part of the said Debt or Sum of 1330 *l.* as shall then appear due to the said *R. G.* his Executors or Assigns, together with Interest for the same, to be computed from the Date hereof, after the Rate aforesaid, until Payment thereof, and together also with all his and their reasonable Costs, Charges and Expences, touching or any ways relating or concerning the Recovering and Receiving of the herein before mentioned Annuity and Arrears thereof, or of any Part

and to receive the Premisses assigned, *&c.*

Covenant to pay Part of the Debt on the Decree of the Arrears.

And the Remainder of the Debt,

and Costs.

Part thereof, by virtue of any Power hereby given, ſhall be to him and them fully paid and ſatisfied, together with like Intereſt, according to the true Intent and Meaning of theſe Preſents.

Proviſo to make void theſe Preſents on Payment.

Provided always, **And** theſe Preſents are upon this Condition nevertheleſs, **And** it is hereby agreed and declared by and between all the Parties hereunto, and the true Intent and Meaning of them and of theſe Preſents, is, and are, that if and in caſe ſuch Decree ſhall be made by the ſaid Court of Chancery or otherwiſe, for Payment of the Arrears of the ſaid Annuity or of any Part thereof, and that if the ſaid Annuity of 300 *l. per Annum*, or any Part thereof, ſhall by ſuch Decree or otherwiſe be confirmed unto the ſaid *J. P.* or his Aſſigns, during his Life as aforeſaid; that then and in ſuch Caſe, if he the ſaid *T. P.* Party hereto, his Executors, Adminiſtrators or Aſſigns, (by virtue of the Direction aforeſaid) ſhall and do pay unto the ſaid *R. G.* his Executors, Adminiſtrators and Aſſigns, the ſaid hereby aſſigned Sum of 600 *l.* with Intereſt, in Manner as aforeſaid, (in Part of the ſaid Debt of 1330 *l.* ſo due to him as aforeſaid), and alſo that then and in ſuch Caſe, if he the ſame *T. P.* his Heirs or Aſſigns, ſhall and do well and truly pay or cauſe to be paid the ſaid herein before aſſigned Annuity unto him the ſaid *R. G.* his Executors, Adminiſtrators or Aſſigns, for and during, and until ſuch Time only, as ſo much or the Reſidue of the ſaid Debt or Sum of 1330 *l.* or any Part thereof, as ſhall then appear due to the ſaid *R. G.* his Executors, Adminiſtrators or Aſſigns, together with ſuch Intereſt, and together alſo with all his and their Coſts and Charges, touching the Recovering and Receipt thereof, in ſuch Manner as is herein before mentioned and expreſſed concerning the ſame; **But** if and in caſe he the ſaid *J. P.* or his Aſſigns, at any Time, either before or after the making ſuch Decree or otherwiſe, for Payment of the ſaid Arrears, and Confirmation of the ſaid Annuity or any Part thereof to him or them in Manner aforeſaid, ſhall and do well and truly pay or cauſe to be paid unto the ſaid *R. G.* his Executors, Adminiſtrators or Aſſigns, as well the ſaid Sum of 1330 *l.* as alſo all ſuch Intereſt, Coſts and Charges in Manner as aforeſaid, or of ſo much of the ſame Sum, Intereſt and Charges, as ſhall at any Time then after remain and appear to be due to him and them; that then and from thenceforth, in any or either of the Caſes aforeſaid, theſe Preſents and every Grant, Article, Covenant, Direction, Agreement, Matter and Thing herein contained ſhall be utterly void, null and of no Effect; **And** that then alſo, he the ſaid *R. G.* his Executors, Adminiſtrators or Aſſigns, at the Requeſt, Coſts and Charges of the ſaid *J. P.* his Executors, Adminiſtrators or Aſſigns, ſhall and will acknowledge Satisfaction upon the Record of the herein before mentioned Judgment, and alſo aſſign the herein before recited Bond to the ſaid *J. P.* his Executors, Adminiſtrators or Aſſigns, or elſe deliver up the ſaid Bond to him or them to be cancelled; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding.

Satisfaction to be acknowledged on Record, and Bond aſſigned or cancelled.

Covenant that the Aſſignee has done no Act to incumber the Annuity and Arrears,

nor will receive any Part thereof, nor revoke the ſaid Letter of Attorney, *&c.* till the whole Debt is paid,

and that the Aſſignee ſhall peaceably enjoy ſaid Annuity.

And the ſaid *J. P.* for himſelf, *&c.* doth covenant, *&c.* to and with the ſaid *R. G.* his, *&c.* by, *&c.* in Manner as follows, (that is to ſay) That he the ſaid *J. P.* hath not at any Time heretofore made, done, committed, executed or wittingly or willingly ſuffered, nor ſhall or will at any Time hereafter do, commit, or willingly ſuffer any Act, Matter or Thing whatſoever, whereby, wherewith, or by Reaſon or Means whereof the ſaid hereby aſſigned Arrears of 600 *l.* Intereſt, Annuity and Premiſſes, or any Part or Parts thereof, are or is, or ſhall or may be in any wiſe prejudiced, aſſigned, releaſed, diſcharged or incumbred in Title, Eſtate, or in any other Manner howſoever; **And alſo** that he the ſaid *J. P. his Executors or Adminiſtrators*, ſhall not nor will at any Time receive any Part of the hereby aſſigned Annuity and Arrears of 600 *l.* or Intereſt thereof, nor revoke or make void the above mentioned Letter of Attorney, or any Power or Authority hereby given, until ſuch Time as the ſaid Sum of 1330 *l.* together with all Intereſt, Coſts and Charges touching the Recovery and Receipt thereof in Manner as aforeſaid, ſhall be fully paid and ſatisfied to the ſaid *R. G.* his Executors, Adminiſtrators and Aſſigns, according to the true Intent and Meaning of theſe Preſents; **And further alſo**, that until ſuch Time as full Payment ſhall be made to the ſaid *R. G.* his Executors and Aſſigns, of the ſaid Sum of 1330 *l.* together with all Intereſt, Coſts and Charges touching the Recovering and Receiving thereof in Manner as aforeſaid, it ſhall and may be lawful to and for the ſaid *R. G.* his Executors, Adminiſtrators and Aſſigns, (from the Time of Confirmation of the ſaid Annuity by ſuch Decree or otherwiſe, unto the ſaid *J. P.* as aforeſaid,) during the Life of the ſaid *J. P.* peaceably and quietly to have, hold, receive, take and enjoy the ſaid hereby aſſigned Annuity, without any Let, Suit, Trouble or Interruption, of or by him the ſaid *J. P.* or his Aſſigns, or of or by any other Perſon or Perſons whatſoever lawfully claiming or to claim the ſame, by, from or under him, them, or any of them; **And laſtly**, that he the ſaid *J. P.* and his Aſſigns during his Life, ſhall and will at any Time, upon the reaſonable Requeſt of the ſaid *R. G.* his Executors or Aſſigns, (but at the Coſts and Charges of the ſaid *J. P.* until ſuch Time only as the ſaid Sum or 1330 *l.* together with all Inteteſt, Coſts and Charges touching the Recovery, and Receipt thereof as aforeſaid, ſhall be to him and them fully paid and ſatisfied according to the true Intent and Meaning of theſe Preſents,) make, do and execute, or cauſe and procure to be made, done and

Further Aſſurance.

and executed, any further and other lawful and reaſonable Acts and Things in the Law whatſoever, as well for the Corroborating and Strengthening of theſe Preſents, as alſo for the further and better Aſſigning of the ſaid hereby aſſigned Arrears of 600*l.* Intereſt, Annuity and Premiſſes, (**Subject nevertheleſs** to the Proviſo herein before mentioned touching the ſame,) unto the ſaid *R. G.* his Executors, Adminiſtrators and Aſſigns, for and during the Life of him the ſaid *J. P.* as by his or their Counſel, *&c.* ſhall in that Behalf be reaſonably deviſed, *&c.* **In Witneſs,** &c.

An Aſſignment of an Annuity for Life given by Will to the Aſſignor for Life.

THIS Indenture made, *&c.* **Between** *E. M.* of —— of the one Part, and *J. A.* of ——, of the other Part, **witneſſeth, That whereas** *M. M.* late of——, deceaſed, did by his laſt Will and Teſtament in Writing, give, grant, deviſe and bequeath unto the ſaid *E. M.* an Annuity, yearly Sum or annual Rent of 40*l.* of good, *&c.* to be iſſuing, payable and yearly going out of all and every the Manors, Meſſuages, Lands, Tenements and Hereditaments of him the ſaid *M. M.* whatſoever, and whereſoever the ſame lie, and to be paid yearly and every Year, from and after his Deceaſe, unto the ſaid *E. M.* for and during the natural Life of the ſaid *E. M.* with a Power of Diſtreſs to and for the ſaid *E. M.* for Non-payment thereof, or for any Part or Parcel thereof, as in and by the ſame laſt Will and Teſtament may more fully appear; which ſaid Annuity, Sum or yearly Rent of 40*l.* hath ever ſince the Death of the ſaid *M. M.* been ſatisfied and paid unto him the ſaid *E. M.* according to the Tenor, Purport, and true Intent and Meaning of the ſaid Will: **Now this Indenture further witneſſeth,** That the ſaid *E. M.* for and in Conſideration of the Sum of——, unto him in Hand paid by the ſaid *J. A.* before the Sealing and Delivering hereof, the Receipt whereof the ſaid *E. M.* doth hereby acknowledge, and thereof and therefrom doth acquit and diſcharge the ſaid *J. A.* his Executors, *&c.* and every of them, by theſe Preſents; and alſo for divers other good Cauſes and Conſiderations him thereunto moving, he the ſaid *E. M.* hath granted, bargained, ſold, aſſigned and ſet over, and by theſe Preſents **doth,** &c. unto the ſaid *J. A.* and his Aſſigns, **All** and every Part of the aforeſaid yearly Sum or annual Rent of 40*l.* of good, *&c.* and all the Eſtate, Right, Title, Intereſt, Liberty, Benefit and Power of Diſtreſs and Diſtreſſes, Uſe, Poſſeſſion, Claim and Demand whatſoever, which he the ſaid *E. M.* now hath, or may, or in any wiſe ought to have of, in, or unto or for the ſaid Annuity or yearly Sum or annual Rent of 40*l.* before mentioned; **To have and to hold,** receive, perceive, enjoy and take the ſaid Annuity or yearly Sum or annual Rent of 40*l.* and all the Eſtate, Right, Title and Intereſt, Liberty, Benefit and Power of Diſtreſs and Diſtreſſes, Uſe, Poſſeſſion, Claim and Demand whatſoever of him the ſaid *E. M.* of, in and unto the ſaid annual Rent of 40*l.* and of, in and unto every Part and Parcel thereof as aforeſaid, unto the ſaid *J. A.* and his Aſſigns, immediately from and after the making of theſe Preſents, for and during all the Term and Time of the natural Life of the ſaid *E. M.* and in as large, ample and beneficial a Manner, to all Intents and Purpoſes, as he the ſaid *E. M.* may, can, might, could, ſhould or ought to have or enjoy the ſame Annuity, yearly Sum or annual Rent of 40*l.* (*Add a Covenant for peaceable receiving*, &c. *the Annuity*; *and that it is free from Incumbrances.* Vide *before, and Tit.* **Covenants.**) **In Witneſs,** &c.

Recital of a Will.

An abſolute Aſſignment of the fourth Part of two Annuities given by Will, from the Son of one of the Daughters and Coheireſſes of the Legatee.

THIS Indenture made, *&c.* 1690, **Between** —— of the one Part, and *H. H.* of, *&c.* and *R. S.* of, *&c.* of the other Part. **Whereas** *J. H.* of, *&c.* did in and by his laſt Will and Teſtament under his Hand and Seal bearing Date, *&c.* give and bequeath unto his Couſin *M. H.* one yearly Annuity of 10*l.* of lawful, *&c.* to be iſſuing and payable out of all his Lands, Tenements and Hereditaments in, *&c. To have, hold, receive* and enjoy the ſaid Annuity of 10*l.* unto the ſaid *M. V.* and to the Heirs of her Body, lawfully to be begotten; and for Default of ſuch Iſſue, to the Heirs of the Body of his Couſin *E. V.* Siſter to the ſaid *M. V.* and alſo did in and by his ſaid laſt Will and Teſtament give and bequeath, out of the ſaid Lands, Tenements and Hereditaments, unto the ſaid *E. V.* and to the Heirs of her Body lawfully to be begotten, one other yearly Annuity of 10*l.* of lawful, *&c.* and for Default of ſuch Iſſue, to the Heirs of the Body of the ſaid *M. V.* lawfully begotten; as by the ſaid Will, Relation being thereunto had, more at large appears: **And whereas** ſome Time after the making of which ſaid Will the ſaid *J. H.* died: **And whereas** the ſaid *M. V.* intermarried with *T. S.* and afterwards died, leaving four Daughters and Coheireſſes, one whereof was *Jane*, deceaſed, who was married to *D.* Father of the ſaid *J. D.* Party to theſe Preſents, and

Recital of a Will.

Teſtator's Death. Legatee's Marriage, and Iſſue four Daughters,

one the Releaſor's Mother, under whom he claims a fourth Part of the Annuities.

and was Mother of the ſaid *J. D.* who is Son and Heir of the ſaid *Jane*, by virtue whereof he is intitled to a fourth Part and Share of the ſaid Annuity or Rent-Charge of 10 *l. per Ann.* in Poſſeſſion, and to a fourth Part and Share of the ſaid Annuity of 10 *l. per Ann.* in Remainder or Reverſion, after the Death of the ſaid *E. V.* without Heirs of her Body, which ſaid *E. V.* is now *E. B.* Widow: **Now this Indenture witneſſeth**, That for and in Conſideration of the Sum of 60 *l.* of lawful, *&c.* to the ſaid *J. D.* in Hand, *&c.* well and truly paid by the ſaid *H. H.* and *R. S.* the Receipt, *&c.* he the ſaid *J. D.* **Hath** granted, bargained, ſold, aſſigned and ſet over, and by theſe Preſents **Doth** grant, *&c.* unto the ſaid *H. H.* and *R. S.* their Heirs and Aſſigns, **All** that the ſaid fourth Part, Share and Proportion, and every Part, Proportion and Share of him the ſaid *J. D.* of or in the ſaid Annuities or Rent-Charges of 10 *l. per Ann.* in Poſſeſſion, and of 10 *l. per Ann.* in Remainder or Reverſion after the Death of the ſaid *E. B.* without Heirs of her Body, iſſuing and going out of the Lands, Tenements and Hereditaments before mentioned, and alſo all the Eſtate, Right, Title, Intereſt, Claim and Demand of him the ſaid *J. D.* as Son and Heir of the ſaid *Jane*, one of the Daughters and Coheireſſes of the ſaid *M. V.* deceaſed, of, in and to the ſaid Annuities or Rent-Charges, or either of them, or any other Annuity or Rent-Charge, by Force, Virtue and Means of the ſaid laſt Will and Teſtament of the ſaid *J. H.* deceaſed, or otherwiſe howſoever, together with the Benefit and Advantage of Diſtreſs for the ſame, and all other Benefits and Advantages to the ſaid Annuity or Rent-Charge belonging, or in any wiſe appertaining, in as large and beneficial Manner as he the ſaid *J. D.* could or might enjoy the ſame, had theſe Preſents never been made; **To have**, hold and yearly to receive the ſaid fourth Part, Share, Proportion, and all and every other the Part, Proportion and Share of him the ſaid *J. D.* of, in and to the ſaid Annuities or Rent-Charges of 10 *l. per Ann.* in Poſſeſſion, and 10 *l. per Ann.* in Remainder or Reverſion after the Death of the ſaid *E. B.* without Heir of her Body, unto the ſaid *H. H.* and *R. S.* their Heirs and Aſſigns, To the only Uſe and Behoof of them the ſaid *H. H.* and *R. S.* their Heirs and Aſſigns for ever: **And whereas** the ſaid *J. D.* did in *Hilary* Term laſt paſt levy and acknowledge in due Form of Law, before their Majeſties Juſtices of the Court of Common Pleas at *Weſtminſter*, unto the ſaid *H. H.* and *R. S.* and the Heirs of one of them, one Fine *ſur Conuſance de droit come ceo*, *&c.* with Proclamations thereupon had, or intended to be had, according to the Statute in that Caſe made and provided, and the uſual Courſe of Fines in ſuch Caſe uſed, of all his Part, Share and Proportion of the ſaid Annuities or Rent-Charges of 10 *l. per Ann.* in Poſſeſſion, and 10 *l. per Ann.* in Reverſion or Remainder after the Death of the ſaid *E. B.* without Iſſue, by the Name of 5 *s.* Rent iſſuing out of ſeven Houſes in the Pariſh of *St. Nicholas Cole-abbey*, alias *Golden-abbey*, in *London*, or by ſome other Name, Certainty or Deſcription: **Now this Indenture further witneſſeth**, and the ſaid *J. D.* for himſelf and his Heirs, doth hereby acknowledge and declare, that the true Intent and Meaning of the ſaid Fine was, at the Time of the levying thereof, and ſtill is, and it is by theſe Preſents, and by all the ſaid Parties hereunto declared, that the ſaid Fine, and all Effects thereof, and all other Fine and Fines heretofore levied and acknowledged, or hereafter to be levied and acknowledged by the ſaid *J. D.* of his ſaid Part and Share of the ſaid Annuities or Rent-Charges in Poſſeſſion and Remainder or Reverſion ſhall be and enure, and ſhall be conſtrued and taken to have been, and from the levying thereof to be and enure to the only Uſe and Behoof of the ſaid *H. H.* and *R. S.* their Heirs and Aſſigns for ever, and to no other Uſe, Intent or Purpoſe whatſoever. **And** the ſaid *J. D.* for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, *&c.* in Manner and Form following, *viz.* That he the ſaid *J. D.* hath in himſelf good Right, full Power, and lawful and abſolute Title and Authority to grant, bargain and ſell, the ſaid fourth Part and Share of the ſaid two ſeveral Annuities or Rent-Charges unto the ſaid *H. H.* and *R. S.* and their Heirs, according to the true Intent and Meaning of theſe Preſents; **And** that they the ſaid *H. H.* and *R. S.* their Heirs and Aſſigns, ſhall and may peaceably and quietly have, hold, receive and enjoy the ſaid fourth Part and Share of the ſaid two ſeveral Annuities or Rent-Charges, without any lawful Let, Eviction, Interruption or Diſturbance, of or by him the ſaid *J. D.* his Heirs, Executors, Adminiſtrators or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming or to claim any Eſtate, Right, Title or Intereſt in and to the ſaid fourth Part and Share hereby granted, or intended to be hereby granted of the ſaid two ſeveral Annuities or Rent-Charges, or either of them; **And alſo** that he the ſaid *J. D.* and his Heirs, ſhall and will at the Requeſt, Coſts and Charges of the ſaid *H. H.* and *R. S.* their Heirs or Aſſigns, at any Time within the Space of 10 Years next enſuing the Date of theſe Preſents, make, do, acknowledge, levy, ſuffer, and execute, and cauſe to be made, done, *&c.* all and every ſuch further and other lawful and reaſonable Act and Acts, Deviſes, Aſſurances and Conveyances in the Law whatſoever, for the farther and better conveying and aſſuring the ſaid fourth Part and Share of the ſaid two ſeveral Annuities or Rent-Charges unto and to the Uſe of them the ſaid *H. H.* and *R. S.* their Heirs and Aſſigns, according to the true Intent and

Conſideration.

Aſſignment.

Parcels.

Habendum.

Recital of a Fine levied.

Declaration of the Uſes thereof.

Covenants.

Right to ſell.

Peaceable Enjoyments.

Further Aſſurance.

and Meaning of theſe Preſents, ſo as by their or any of their Counſel learned in the Law, ſhall be reaſonably deviſed or required; and ſo as no Perſon or Perſons for doing or ſuffering thereof be compellable to travel further than the Cities of *London* or *Weſtminſter*. **In Witneſs** whereof, *&c.*

An Aſſignment of two Annuities granted to a Man by Fine ſur Grant and Render, with proper Covenants.

THIS Indenture made, *&c.* **Between** *W. G.* of, *&c.* of the one Part, and *R. P.* of, *&c.* of the other Part, **Witneſſeth, That whereas** *W. H.* of, *&c.* and *M.* his Wife, by one Fine *ſur* Grant and Render levied before the King's Majeſty's Juſtices of his Common Bench at *Weſtminſter* in the Term of, *&c. Between* the ſaid *W.* and *M.* Plaintiffs, and *J. F.* Eſq; and *B.* his Wife, the ſaid *W. G.* and *E.* his Wife, Deforceants, the ſaid *W. H.* and *M.* his Wife, did grant to the ſaid *W. G.* a certain yearly Rent of 6*l.* iſſuing out of one Meſſuage and one Shop with the Appurtenances in *W.* in the Pariſh of, *&c.* in the Tenure and Occupation of *R. P.* and the ſame in the ſaid Court did render to the ſaid *W. G.* to have and perceive the ſaid annual Rent of 6*l.* to the ſaid *W. G.* and his Heirs, at the Feaſts of, *&c.* by equal Portions yearly to be paid; and if it happen the ſaid yearly Rent of 6*l.* or any Part thereof, to be behind in Part or in all, after any Feaſt of the Feaſts aforeſaid, in which it ought to be paid by the Space of 40 Days if it be aſked, that then the ſaid *W. H.* and *M.* and the Heirs of the ſame *W.* ſhall forfeit to the ſaid *W. G.* and his Heirs 10*s.* in the Name of a Pain, ſo often as the ſaid yearly Rent of 6*l.* or any Parcel thereof ſhall be ſo behind; and that then and ſo often it ſhall be lawful to the ſaid *W. G.* and his Heirs into the ſaid Meſſuage and Shop with the Appurtenances to enter and diſtrain, and the Diſtreſs ſo there taken lawfully to carry and drive away, and with him to keep until he ſhall be ſatisfied and paid as well the ſaid yearly Rent of, *&c.* with the Arrearages thereof (if any ſhall be,) as of the ſaid 10*s.* forfeited in the Name of a Pain; **And alſo** the ſaid *W. H.* and *M.* did likewiſe grant by the ſame Fine to the ſaid *W. M.* one other yearly Rent of 9*l.* 13*s.* 4*d.* going out of the Meſſuage, and one Shop with the Appurtenances in *W.* in the ſaid Pariſh of, *&c.* in the Tenure or Occupation of *T. B.* and the ſame did render, *&c.* to have, *&c.* **And** if it happen, *&c.* (*a Nomine Pœnæ of* 10*s.* &c. *and a Diſtreſs*, &c.) **And alſo** the ſaid *W. H.* and *M.* did grant to the above named *J. F.* and *B.* a certain yearly Rent of 8*l.* iſſuing out of two Meſſuages, and three Shops with the Appurtenances in *W.* and *W.* in the Pariſh of, *&c.* in the ſeveral Tenures of, *&c.* and the ſame to them did render in the ſaid Court, to have, *&c.* (*Nomine Pœnæ, and Diſtreſs ut ſupra*, &c.) as by the ſaid Fine amongſt other Things therein contained more plainly will appear: **Now** the ſaid *W. G.* for and in Conſideration of the Sum of, *&c.* whereof, *&c.* **Hath** bargained, ſold and aſſigned, and by, *&c.* **Doth** bargain, ſell and aſſign to the ſaid *R. P.* and his Heirs for ever, all the ſaid ſeveral yearly Rents iſſuing out of the ſaid ſeveral Meſſuages and Shops aboveſaid, and all and every the Pain and Pains to be forfeited for Non-payment of the ſaid ſeveral yearly Rents and Pains aforeſaid, and of every of them; **To have,** hold, perceive, receive and enjoy all and every the ſaid yearly Rents at the ſaid ſeveral Feaſts aboveſaid, as the ſame Rents ſhall grow due and payable, and alſo the ſaid Pain and Pains to be forfeited for Non-payment of the ſaid yearly Rents, or any of them as aboveſaid, unto the ſaid *R.* his Heirs and Aſſigns for ever, to and for the only Uſe of the ſaid *R.* and of his Heirs and Aſſigns for ever; **And** the ſaid *W. G.* doth covenant, *&c.* that he the ſaid *W. G.* and his Heirs, ſhall and will acquit and diſcharge, or otherwiſe from Time to Time ſave and keep harmleſs as well the ſaid *R.* his Heirs and Aſſigns as the ſaid ſeveral yearly Rents, and of every of them, of and from all and ſingular former Bargains, *&c.* had, made, done or procured by the ſaid *W.* or by his Conſent, Knowledge or Procurement: **And further,** that he the ſaid *W.* and the ſaid *E.* his Wife, and the Heirs of the ſame *W.* and all and every other Perſon and Perſons, having or which ſhall have or lawfully claim to have any former Eſtate, Right, Title or Intereſt, in or to the ſaid ſeveral yearly Rents, or any of them, or any Part of the ſaid ſeveral yearly Rents, by, from or under the Eſtate of the ſaid *W.* from Time to Time, upon reaſonable Requeſt within five Years next coming, at the Coſts and Charges of the ſaid *R.* his, *&c.* ſhall and will do, make, acknowledge and ſuffer, and cauſe, *&c.* all and every ſuch further, lawful and reaſonable Act or Acts, Thing and Things, for the further or better Surety, Aſſurance and ſure making of the ſaid ſeveral yearly Rents, and every of them, and the Pain and Pains to be forfeited as aforeſaid, to be had and made ſure to the ſaid *R.* his, *&c.* to his and their own Uſe and Uſes for ever, as by the ſaid *R.* ſhall be lawfully and reaſonably deviſed, adviſed and required; **And further,** that he the ſaid *R.* his, *&c.* from henceforth for ever ſhall or lawfully may have, take, receive and enjoy the ſaid ſeveral yearly Rents, and every of them, and all and every Pain and Pains which ſhall happen

Recital of the Fine.

And the Rent granted thereby with *Nomine Pœnæ* and Diſtreſs.

Another Rent granted thereby, with like Remedy for gaining thereof.

Conſideration, Aſſignment of the Rents, and Remedies for Non-payment.

Habendum.

Covenant to ſave harmleſs from Incumbrances.

For further Aſſurance.

And quiet enjoying.

happen to be forfeited as aforesaid, without any Let, Trouble or Interruption of the said *W.* or his Heirs, and without any lawful Let, Trouble, Interruption or Molestation of any other Person or Persons, having or which shall have any Estate or Interest in or to the said several yearly Rents, or any of them, by or from the said *W. G.* or by or under his Estate or Interest. **In Witness**, &c.

An Assignment of an Annuity granted by way of Mortgage, and a Judgment given for the better securing thereof by a Trustee, and a Confirmation thereof by an Executor, another Trustee, in Trust for better securing a Sum of Money lent on a Mortgage.

THIS Indenture *Quinquepartite*, made, *&c.* **Between** *A. B.* of, *&c.* of the first Part, *C. D.* of, *&c.* the only acting Executor of the last Will and Testament of *D. B.* late of, *&c.* deceased, of the second Part, *E. F.* of, *&c.* of the third Part, *G. H.* of, *&c.* of the fourth Part, and *J. K.* of, *&c.* of the fifth Part. **Whereas** by Indenture bearing Date, *&c.* and made or mentioned to be made between the said *J. K.* of the one Part, and the said *A. B.* by the Name of, *&c.* of the other Part, for the Consideration of 1100*l.* therein mentioned to be paid by the said *A. B.* to the said *J. K.* he the said *J. K.* did give and grant unto the said *A. B.* his, *&c.* one Annuity or yearly Rent of 200*l.* of, *&c.* issuing and going out of all those Messuages, *&c.* of him the said *J. K.* situate, *&c.* and out of all other the Messuages, *&c.* whatsoever of him the said *J. K.* in, *&c. To have*, *&c.* the said Annuity or yearly Rent of 200*l.* free, *&c.* unto the said *A. B.* his, *&c.* for and during the Term of 99 Years from thenceforth, *&c.* if the said *J. K.* and *A. B.* do and shall jointly so long live, to be paid by equal quarterly Payments, that is to say, At, *&c.* at or in the common Dining-Hall of the *Inner Temple*, *London*; the first Payment thereof to begin and to be made at the said Feast of, *&c.* next ensuing the Date thereof; and if it should happen that the said Annuity or yearly Rent of 200*l.* to be behind, *&c.* (*Clause of Distress*) in which Indenture is contained a Proviso, that in case the said *J. K.* should at any Time after one Year from the Date thereof be minded or desirous to determine and make void the said Term, and should give six Months Notice in Writing to the said *A. B.* that then and in such Case, on Repayment of the said 1100*l.* and discharging the Arrears of the said Annuity, and the said Annuity, unto the then next Quarter-Day, unto the said *A. B.* or his Assigns, the said Term of 99 Years should cease and be void, as by, *&c.* Relation, *&c.* **And whereas** the said Sum of 1100*l.* so as aforesaid paid to the said *J. K.* was the proper Money of the said *D. B.* and the Name of the said *A. B.* was used in the same Indenture only, in Trust for the said *D. B.* **And whereas** the said *D. B.* is since dead, having first made and duly published his last Will and Testament, and appointed *L. M.* and the said *C. D.* Executors thereof, which said *C. D.* has alone proved the said Will, and taken upon himself the Burden and Execution thereof: **And whereas** the said *J. K.* did in—— Term in the said Year of our Lord——confess or suffer Judgment to the said *A. B.* in his Majesty's Court of —— for 2000*l.* Debt, besides Costs of Suit, which is defeasanced to be for the better securing the Payment of the Annuity or yearly Rent of 200*l.* **Now this Indenture witnesseth**, That for and in Consideration of the Sum of 1400*l.* 2*s.* 2*d.* being in full of all Arrears of the said Annuity and of the said 1100*l.* and Interest by the said *G. H.* and of 5*s.* by the said *E. F.* to the said *C. D.* and of 5*s.* a-piece by the said *E. F.* and *G. H.* to the said *A. B.* at, *&c.* the Receipt of which said several Sums of 1400*l.* 2*s.* 2*d.* 5*s.* 5*s.* and 5*s.* they the said *C. D.* and *A. B.* do hereby respectively acknowledge, and thereof, *&c.* the said *G. H.* and *E. F.* their, *&c.* he the said *A. B.* by the special Order and Direction of the said *G. H.* and by the Consent and Approbation of the said *C. D.* and the said *J. K.* testified, *&c.* **Hath** assigned, transferred and set over, given and granted, and by these Presents **Doth** assign, *&c.* unto the said *E. F.* his, *&c.* the said Annuity or yearly Rent of 200*l.* of, *&c.* issuing and going, and to be issuing out of all the Messuages, *&c.* in the above recited Indenture of Grant mentioned, together with the said recited Indenture, and all the Benefit and Advantage thereof, or which can or may be made thereof; and all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever of him the said *A. B.* of, in, to and out of the same, together with the said Judgment, and all Money thereon due and recoverable, and all the Benefit and Advantage that can or may be made thereof, with full Power to sue for and recover the same: **And** the said *C. D.* doth hereby ratify and confirm unto the said *E. F.* his, *&c.* the said Annuity or yearly Rent of 200*l.* of, *&c.* and also the said Deed or Grant herein above recited, and all the Benefit thereof; **To have and to hold**, receive, perceive and take the said Annuity or yearly Rent of 200*l.* free and clear of and from all and all Manner of Taxes, Charges, Impositions and Deductions whatsoever, imposed or to be imposed by Authority of Parliament, or otherwise howsoever, unto

Recital of the Grant of the Annuity by way of Mortgage.

Proviso to make the Annuity void on Re-payment of the Consideration Money.

The Money paid for granting the Annuity was the Money of *D. B.* who is dead.

That a Judgment is confessed for better securing the said Annuity.

Grant.

Power to sue.

Confirmation.

Habendum.

unto the said *E. F.* his, *&c.* together with the said Judgment and Benefit thereof; **In Trust** nevertheless for the said *G. H.* his, *&c.* **And** the better to secure the Payment of the Sum of 8000 *l.* and Interest, advanced by the said *G. H.* to the said *J. K.* upon a Deed of Mortgage of the said Premisses, bearing even Date with these Presents, and made between the said *J. K.* and *L.* his Wife of the one Part, and the said *G. H.* of the other Part; **And** the said *A. B.* for himself, his, *&c.* (*Covenant that no Act is done to incumber. See before.*) **In Witness**, &c. In Trust.

A common Assignment of Exchequer Annuities, Orders and Tallies.

To all, &c. *L. L.* of, *&c.* sends Greeting. **Know ye**, That for and in Consideration of the Sum of ——— *l.* of, *&c.* to the said *J. L.* at, *&c.* by *A. A.* of, *&c.* well and truly paid, the Receipt, *&c.* **He** the said *J. L.* **hath** sold, transferred and set over, and by these Presents **Doth**, &c. unto the said *A. A.* several Orders bearing Date, *&c.* made unto and in the Name of the said *J. L.* by virtue and in pursuance of an Act of Parliament made and passed in the —— Year of the Reign of, *&c.* intitled, *&c.* in Consideration of the respective Sums therein mentioned, paid by the said *J. L.* into the Receipt of his Majesty's Exchequer for the same, which said Orders are of the several Numbers, and for the several Annuities or yearly Sums, payable by four equal quarterly Payments for the Term of 32 Years, to be computed from the, *&c.* as follows, *viz.* one Number, together with the several Tallies made and struck for the Purchase Money of the said respective Annuities, and of every of them; and also the said several Annuities or yearly Sums payable by or upon the said Orders respectively during the Residue of the said Term of 32 Years; and all the Benefits arising thereby, and by any of them, and all the Estate, Right, Title and Interest, Property, Claim and Demand whatsoever of him the said *J. L.* of, in and to the said several Orders, Tallies and Annuities aforesaid, and every of them, in any Manner of wise; **To have**, hold receive and enjoy the said several Annuities, and every of them, and every Part thereof, unto the said *A. A* her, *&c.* to her and their own proper Use and Uses for and during the rest and Residue of the said Term of 32 Years yet to come and unexpired, free and clear of all Charges and Incumbrances made, done or committed by him the said *J. L.* or by any other Person or Persons whatsoever. **In Witness**, &c.

An absolute Assignment of three Exchequer Annuities for 99 Years, payable out of Duties granted by Act of Parliament.

To all People, &c. I *J. P.* of, *&c.* send, Greeting. **Whereas** by virtue an Act of Parliament made in the fourth Year of the Reign of Queen *Anne*, intitled, An Act for continuing the Duties on low Wines and Spirits of the first Extraction, and the Duties payable by Hawkers, Pedlars and petty Chapmen, and Part of the Duties on stamp'd Vellum, Parchment and Paper, and the late Duties on Sweets, and the one third Subsidy of Tonnage and Poundage, and for settling and establishing a Fund thereby, and by the Application of certain Overplus Monies and otherwise for Payment of Annuities, to be sold for raising a further Supply to her Majesty for the Supply of the Year 1707, and other Uses therein expressed; and by virtue of 12 several Tallies and three several Orders, levied and made out at the Receipt of her Majesty's Exchequer, according to the antient and accustomed Usage of the said Receipt of Exchequer, I the said *J. P.* in Consideration of the several Sums of Money mentioned to be paid by me in the said several Orders, am intitled to receive out of the several Duties granted by the said Act of Parliament, or otherwise, three several Annuities or yearly Sums, making together 50 *l. per* Hundred, by quarterly Payments, for and during and until the full Term and Expiration of 99 Years, commencing from the 25th Day of *March* 1707, therein mentioned, as in and by the said several Exchequer Orders is directed, that is to say, by one Order bearing Date the 7th Day of *November* 1707, Nº 1758. the yearly Sum of 10 *l.* by one other Order bearing Date the said 7th Day of *November* 1707, Nº 1764. the yearly Sum of 20 *l.* and by one other Order bearing Date the said 7th Day of *November* 1707, Nº 1766. the yearly Sum of 20 *l.* as in and by the said Tallies and Orders, Relation being thereunto respectively had, may more fully appear: **Now know ye**, that for and in Consideration of the Sum of 400 *l.* of, *&c.* to me the said *J. P.* in Hand, *&c.* by *J. Q.* of, *&c.* the Receipt, *&c.* I the said *J. P.* **have** sold, assigned, transferred and set over, and by these Presents **Do** fully and absolutely sell, assign, *&c.* unto the said *J. Q.* his Executors, Administrators and Assigns, **All** and every the aforesaid several Annuities of 10 *l.* 20 *l.* and 20 *l.* together with all and every the Tallies and Orders herein before mentioned, and all the Estate and Estates, Right, Title, Interest, Term and Terms of Years, Claim and Demand of me the said *J. P.* of, in, unto Recital of an Act of Parliament. Establishing a Fund for Payment of Annuities, *&c.*

unto and out of the same; **To have, hold** and enjoy the said several Annuities, Tallies, Orders and Premisses above mentioned, unto the said *J. Q.* his Executors, Administrators and Assigns, to and for their own Use and Benefit, for and during all the rest and Residue now to come and unexpired of the said Term of 99 Years, in as full, ample and beneficial Manner, as he the said *J. P.* might or could have enjoyed the same if these Presents had not been made. **In Witness**, &c.

An absolute Assignment of five Exchequer Annuities, payable by virtue of an Act for carrying on the War.

Recital of Exchequer Annuities.

Whereas *A. B.* of, *&c.* by virtue of an Act of Parliament made and passed in the second Year of her Majesty's Reign, intitled, An Act for granting an Aid to her Majesty for carrying on the War, and other her Majesty's Occasions, by selling Annuities at several Rates, and for such respective Terms and Estates as therein mentioned, and in Pursuance of his paying into the Receipt of her Majesty's Exchequer five several Sums of —— is become legally possessed and intitled to five several Annuities or yearly Sums of 100*l.* payable quarterly to him or his Assigns for the Term of 99 Years, commencing from —— as appears by five several Orders bearing Date, *&c.* **Now these Presents witness**, that the said *A. B.* for and in Consideration of the Sum of —— of, *&c.* to him in Hand paid at, *&c.* by *C. D.* the Receipt whereof the said *A. B.* doth hereby acknowledge accordingly, **hath** granted, bargained, sold, assigned, transferred and set over, and by these Presents **doth** fully and absolutely grant, *&c.* unto the said —— his Executors, Administrators and Assigns, **All** his the said *A. B.*'s Right, Title and Interest of, in and to the said five several Orders (which are N° 1239. N° 1240. N° 1241. N° 1242. and N° 1243.) and five several Annuities or yearly Sums of 100*l.* payable thereby, and also in and to the several Tallies relating to the said Orders; **To have and to hold** the said five several Orders and several Tallies relating to the same, and several Annuities or yearly Sums of 100*l.* payable thereby unto the said *C. D.* his Executors, Administrators and Assigns, from the —— for and during all the rest and Residue of the said Term of 99 Years then to come and unexpired. **And** the said *A. B.* **doth** hereby for himself, his Heirs, Executors and Administrators, covenant and agree to and with the said *C. D.* his Executors, Administrators and Assigns, that he the said *A. B.* hath not done, committed, or wittingly suffered; and that he, his Executors or Administrators, shall not, nor will at any Time hereafter do, commit or wittingly suffer any Act, Matter or Thing whereby to charge or incumber the Premisses hereby assigned, or any Part thereof; **But** that he, his Executors and Administrators, shall and will at any Time or Times hereafter, at the Request, Costs and Charges of the said *C. D.* his Executors, Administrators and Assigns, make, do and execute, or cause and procure to be made, done and executed, all such further Acts and Things whatsoever for the better assigning and assuring of the said five several Annuities or yearly Sums of 100*l.* unto him the said *C. D.* his Executors, Administrators and Assigns, and also for enabling him and them to recover and receive the same to his and their own Use and Uses, as shall be reasonably required. **Witness** his Hand and Seal the — *Anno Domini* —

Annuities assigned.

Covenant that Annuities are not incumbred, nor will the Assignor incumber the same.

Another Assignment of several Exchequer Annuities granted by several other Acts of Parliament to several Uses, taken out of a Marriage Settlement.

Recital of the four Annuities.

And whereas the said *T. G.* did purchase and is intitled unto two several Annuities or yearly Payments, each for 14*l. per* Year, payable for the Residue of the Term of 96 Years, to be reckoned from the 25th of *January* 1695, out of her Majesty's Treasury, arising by an Act of Parliament passed in the 5th and 6th Years of the Reign of their late Majesties King *W.* and Queen *M.* intitled, An Act for granting to their Majesties several Rates and Duties upon Tonnage, *&c.* as by two several Tallies and two several Orders, each bearing Date the, *&c.* may appear; **Which** said two Annuities of 14*l.* were formerly purchased by the said *T. G.* for the Term of his Life, pursuant to a former Act of Parliament: **And whereas** in Pursuance of one other Act of Parliament passed in the fourth Year of the Reign of her present Majesty Queen *A.* intitled, An Act for granting an additional Subsidy of Tonnage, *&c.* and other Uses therein mentioned, the said *T. G.* did purchase, and is intitled unto another Annuity or yearly Sum of 25*l.* to be paid quarterly for and during the Term of 99 Years, to commence from the 25th Day of *March* 1706, as by the several Tallies for the same, as also by one Order bearing Date the 9th Day of *March* 1705, may appear: **And whereas** the said *T. G.* did also purchase and is intitled unto one other Annuity or yearly Sum of 100*l.* payable to the said *T. G.* for the Term of 99 Years, to commence from the 25th Day of *March* next before the Date of these Presents, by quarterly Payments, pursuant to an Act of Parliament

Parliament passed in the 7th Year of her Majesty's Reign, intitled, &c. and other Uses herein expressed; as by several Tallies and one Order for the same, bearing Date, &c. may appear: **Now this Indenture further witnesseth**, That the said *T. G.* for the Considerations afore- Consideration. said, **Hath** granted, bargained, sold, assigned, transferred and set over, and by these Presents Assignment of them to the two Trustees. **Doth** grant, &c. unto the said *H. S.* and *J. I.* their Executors, &c. **The** said several Annuities or yearly Sums of 14 *l.* and also the said other Annuities of 25 *l.* and 100 *l.* amounting in the whole to the Sum of 153 *l. per Ann.* and all Tally and Tallies, Order and Orders made out for the same, and every of them, unto the said *T. G.* his Executors, Administrators and Assigns, for the said several Terms of 96 Years, and the said several Terms of 99 Years respectively, and all the Estate, Right, Title, Interest, Claim and Demand whatsoever of him the said *T. G.* of, in and to the said several Annuities, and every of them, and of, in and to all the said Tally and Tallies, Order and Orders for the same, and of, in and to all Benefit and Advantage arising or growing due from any or either of them, or out of the same, or out of the several Funds appointed for Payment of them, every or any of them, by virtue of the said several recited Acts of Parliament, or any other Act or Acts of Parliament, or otherwise howsoever; **To have and to hold** the said several Annuities of 14 *l.* and the said Annuity of 25 *l.* and the said Annuity of 100 *l.* and every of them, and all the said Tally and Tallies, Order and Orders, and all and singular the last mentioned Premisses, unto the said *H. S.* and *J. I.* their Executors, &c. from henceforth, for and during all the rest and Residue of the said two several Terms of 96 Years, and the said two several Terms of 99 Years respectively yet to come and unexpired. **And it is hereby agreed and declared** by and between all Declaration of the Trusts thereof. the said Parties to these Presents, and the true Intent and Meaning of them and of these Presents is, that the said several Annuities, and the said several Terms for 96 Years, and the said several Terms for 99 Years of the said several Annuities, are so bargained, sold, assigned and set over unto the said *H. S.* and *J. I.* their, &c. to, for and upon the Trust and Confidence, and to and for the several Uses, Trusts, Intents and Purposes herein after mentioned and expressed, (that is to say), That they the said *H. S.* and *J. I.* and the Survivor of them, his Executors and Administrators, shall and will permit and suffer the said *T. G.* to receive and To permit the Husband to receive the same during his Life. take to his own Use and Benefit the said several Annuities, until the Solemnization of the said intended Marriage; and from and after the Solemnization of the said intended Marriage, that they shall and will permit and suffer the said *T. G.* and his Assigns during his Life, if the said several Terms of 96 Years, and the said several Terms of 99 Years, shall so long continue, to receive and take all the said several Annuities to his and their own Use and Benefit; and after The like to his intended Wife; the Decease of the said *T. G.* that they shall and will permit and suffer the said *M. R.* and her Assigns during her natural Life, if the said several Terms of 96 Years, and the said several Terms of 99 Years, shall so long continue, to receive and take the said several Annuities or yearly Sums to her and their own Use and Benefit; **Which** said several Annuities or yearly which, together with the Messuages, &c. before released, and others to be purchased, are declared to be in full for her Jointure, &c. Sums, amounting in the whole to the Sum of 153 *l.* and the said Messuages, Lands, Tenements, Hereditaments and Premisses herein before granted and released, and the said Lands and Tenements so to be purchased as aforesaid, and limited to the said *M. R.* for and during her Life, are so limited to the said *M. R.* for her Life in full for her Jointure, and for and in Lieu, Recompence and full Satisfaction and Bar of all Dower, Right, Thirds and Title of Dower, which the said *M. R.* can or may claim of, in or to any of the Manors, Lands, Tenements and Hereditaments whereof the said *T. G.* now is or at any Time or Times hereafter shall or may be seised of any Estate of Inheritance during the Coverture between them: **And** from and And after both their Deaths, in Trust for their eldest Son, capable of taking Lands by Descent, to be assigned to him at his Age of 21. after the Decease of the Survivor of them the said *T. G.* and *M. R.* his intended Wife, **Upon this further Trust**, in case at the Time of the Decease of such Survivor there shall be an Heir Male of the Body of the said *T. G.* on the Body of the said *M. R.* begotten, capable of taking Lands from them by way of Descent, who shall have attained his Age of 21 Years; that then they the said *H. S.* and *J. I.* or the Survivor of them, his Executors or Administrators, shall and do assign and set over the said several Annuities or yearly Sums, amounting to the said Sum of 153 *l. per Ann.* and the several Residues of the said several Terms of 96 Years and 99 Years (for which the same Annuities or yearly Sums were granted as aforesaid) unto and to the Use of such Heir Male, his Executors, Administrators and Assigns. **But** in case at the Time of the Decease of the Survivor of them the said *T. G.* and *M. R.* there shall be any Issue Male of the Body of the said *T. G.* on the Body of the said *M. R.* begotten, born or to be born, that shall be capable of taking Lands from them by way of Descent, and no such Issue Male shall then have attained his Age of 21 Years; **Then upon Trust** to permit and suffer such Issue Male, who for the Time being shall be the Heir Male of the Body of the said *T. G.* on the Body of the said *M. R.* begotten, capable of taking Lands from them by way of Descent, from Time to Time to receive and take, to and for his own Use and Benefit, the same Annuities or yearly Sums, until some Heir Male of the Body of the said *T. G.* on the Body of the said *M. R.* begotten, capable of taking Lands from them by way of Descent, shall have attained his Age of And in the mean Time such Heirs Male to receive the said Annuities.

of 21 Years: **And then upon this further Truſt**, that they the ſaid *H. S.* and *J. I.* or the Survivor of them, his Executors or Adminiſtrators, ſhall and do aſſign and ſet over the ſaid ſeveral Annuities or yearly Sums, and the then Reſidue of the ſaid ſeveral Terms thereof reſpectively granted as aforeſaid, unto and to the Uſe of ſuch Heir Male, his Executors, Adminiſtrators and Aſſigns; **And** in caſe at the Time of the Deceaſe of the Survivor of them the ſaid *T. G.* and *M. R.* there ſhall be no Iſſue Male of their two Bodies begotten, or there being ſuch Iſſue Male, all of them ſhall die before any of them ſhall attain the Age of 21 Years, then and in either of the ſame Caſes, **Upon this further Truſt** and Confidence, that they the ſaid *H. S.* and *J. I.* and the Survivor of them, his Executors and Adminiſtrators, ſhall aſſign over all his and their Eſtate and Intereſt of, in and to the ſaid ſeveral Annuities, and the Reſidue of the ſaid ſeveral Terms of 96 Years, and the ſaid ſeveral Terms of 99 Years, then to come and unexpired of the ſaid ſeveral Annuities, unto the Executors, Adminiſtrators and Aſſigns of the ſaid *T. G.* and to, for and upon no other Truſt, Intent or Purpoſe whatſoever.

If no ſuch Iſſue Male, or in caſe of their Death before 21.

then in Truſt for the Executors, &c. of the Huſband.

An Aſſignment of Exchequer Annuities, or an Aſſignment of an Aſſignment thereof, (the Difference being here ſhewn) upon Truſt, for the Aſſignor for Life, and after his Deceaſe, to ſuch Perſon as he ſhall have appointed, and for Want thereof, to his Executors and Adminiſtrators.

THIS Indenture made the, &c. **Between** *E. W.* of the one Part, and *A. B.* of, &c. and *C. D.* of, &c. (*two Truſtees*) of the other Part.

[*If the Aſſignor purchaſed the Annuities in his own Name, ſay thus:*]

WHereas by virtue of an Act of Parliament made in the —— Year of the Reign of —— Majeſty —— intitled, An Act, (*The Title of the Act* verbatim) and by virtue of ——— ſeveral Tallies and ——— ſeveral Orders levied and made out at the Receipt of his Majeſty's Exchequer, according to the antient and accuſtomed Uſage of the Receipt of Exchequer, the ſaid *E. W.* in Conſideration of the ſeveral Sums of Money mentioned to be by him paid in the ſaid ſeveral Orders, is intitled to receive out of the ſaid ſeveral Duties granted by the ſaid Act of Parliament, or otherwiſe, *Three* ſeveral Annuities or yearly Sums, (making together —— *l. per Ann.*) by quarterly Payments, for and during and until the full End, Term and Expiration of 99 Years, commencing from —— Day of —— 17 —— therein mentioned; as in and by the ſaid ſeveral Exchequer Orders is directed; that is to ſay, By one Order bearing Date the —— Day of —— the yearly Sum of —— by one other Order bearing Date, &c. (*and ſo on*); as in and by the ſaid Tallies and Orders, Relation being thereunto reſpectively had, may more fully appear.

Recital of Purchaſe of Annuities in the Exchequer.

[*But if they were purchaſed by Aſſignment, ſay in this Manner:*]

WHereas *R. B.* of, &c. in Purſuance of and upon the Encouragement of an Act of Parliament made in the —— Year of his preſent Majeſty's Reign, intitled, An Act for, &c. (*The Title of the Act*, &c.) *Did* within the ſeveral Times limited in and by the ſaid Act, pay into the Receipt of his Majeſty's Exchequer the full Sum of —— *l.* for the Purchaſe of one Annuity of —— *per Ann.* for the Term of 99 Years, to commence from the —— Day of —— 17— as by three ſeveral Tallies and one Order, the ſaid Order No —— and dated the —— Day of —— 17— may at large appear: **And whereas** by an Aſſignment dated the —— Day of —— 17— the ſaid *R. B.* did ſell and aſſign the ſaid Annuity to the ſaid *E. W.* as by the ſaid Aſſignment entered in the Office of the Auditor of Receipt of the Exchequer may appear:

Aſſignments entered.

Now this Indenture witneſſeth, That for the veſting and ſettling the ſaid ſeveral Annuities upon the Truſts, and to and for the Intents and Purpoſes herein mentioned after and expreſſed of and concerning the ſame, and for and in Conſideration of the Sum of 10*s.* of lawful Money to the ſaid *E. W.* in Hand paid by the ſaid *A. B.* and *C. D.* at, &c. the Receipt, &c. and for divers, &c. he the ſaid *E. W.* **Hath** bargained, ſold, aſſigned and ſet over, and by theſe Preſents **Doth** fully and abſolutely bargain, &c. unto the ſaid *A. B.* and *C. D.* **All** and every the aforeſaid ſeveral Annuities of —— and —— together with all and every the Tallies and Orders herein before mentioned, and all the Eſtate and Eſtates, Right, Title, Intereſt, Term and Terms of Years, Claim, Property and Demand whatſoever of him the ſaid *E. W.* of, in, unto and out of the ſame; **To have, hold and enjoy** the ſaid ſeveral Annuities, Tallies, Orders and Premiſſes above mentioned, and intended to be hereby aſſigned unto the ſaid

Aſſignment to Truſtees.

ſaid *A. B.* and *C. D.* their Executors, Adminiſtrators and Aſſigns, from henceforth for and during all the Reſt and Reſidue now to come and unexpired of the ſaid Term of 99 Years, in as full, ample and beneficial Manner, as he the ſaid *E. W.* might or could have enjoyed the ſame if theſe Preſents had not been made; **Nevertheleſs upon the Truſts,** and to and for the Intents and Purpoſes herein after mentioned and expreſſed of and concerning the ſame, (that is to ſay) **In Truſt** in the firſt Place, that they the ſaid *A. B.* and *C. D.* and the Survivor of them, and the Executors, Adminiſtrators and Aſſigns of ſuch Survivor, do and ſhall from Time to Time, and at all Times during the Life of the ſaid *E. W.* permit and ſuffer him the ſaid *E. W.* and his Aſſigns, to have, receive, take and enjoy the ſaid ſeveral Annuities of —— and —— to and for his and their own Uſe and Benefit: **And upon this further Truſt,** that they the ſaid *A. B.* and *C. D.* or the Survivor of them, or the Executors, Adminiſtrators or Aſſigns of ſuch Survivor, do and ſhall, immediately from and after the Deceaſe of the ſaid *E. W.* aſſign and ſet over the ſaid ſeveral Annuities of —— and —— Tallies, Orders and Premiſſes hereby to them aſſigned, to and for the Uſe of ſuch Perſon or Perſons, his, her or their Executors, Adminiſtrators or Aſſigns, for and during the Reſidue then to come of the ſaid Term of 99 Years, as he the ſaid *E. W.* by any Deed Poll or other Writing or Writings to be by him ſigned, ſealed and executed in the Preſence of three or more credible Witneſſes, ſhall give, aſſign, direct, limit or appoint the ſame Annuities and Premiſſes; **And** for want of ſuch Aſſignment, Gift, Direction, Limitation or Appointment, then in Truſt for the Executors and Adminiſtrators of the ſaid *E. W.* for and during the then Reſidue of the ſaid Term of 99 Years. (*a*) **In Witneſs,** &c.

Upon Truſt to the Aſſignor for Life.

After to aſſign the ſame for the Reſidue of the Term, as the Aſſignor ſhall appoint and aſſign.

For want of Appointment, &c. to his Executors and Adminiſtrators.

An Aſſignment (or Appointment), purſuant to the Truſts in the foregoing Aſſignment of the Annuities, after the Aſſignor's Life.

To all, &c. I *E. W.* of, &c. Gent. ſend Greeting. **Whereas** by Indenture, bearing Date the, (*b*) &c. and made between the ſaid *E. W.* of the one Part, and *A. B.* and *C. D.* of the other Part; *Whereby* after reciting as therein is recited, I the ſaid *E. W. Have* bargained, ſold, aſſigned and ſet over unto the ſaid *A. B.* and *C. D.* their Executors, Adminiſtrators and Aſſigns, *The* ſeveral Annuities, Tallies and Orders therein and herein after mentioned, *viz.* &c. (*Recite them ſhort*), For the Reſidue of a Term of 99 Years therein alſo mentioned, *Upon the Truſts* therein and herein after likewiſe alſo mentioned, *viz.* in Truſt that they the ſaid *A. B.* and *C. D.* and the Survivor of them, and the Executors, Adminiſtrators and Aſſigns of ſuch Survivor, *Did* and ſhould from Time, &c. (*The Truſtees in the Indenture,*) **As** in and by the ſaid recited Indenture (entered in the Office of the Auditor of the Receipt of the Exchequer), more fully appears: **Now know ye,** that in Conſideration of the great Love and Affection, which I the ſaid *E. W.* have and bear to my particular Friend *E. F.* of, &c. and for divers other good Cauſes and Conſiderations me hereunto eſpecially moving, I the ſaid *E. W.* (by virtue of the Power and Authority by me received in and by the ſaid recited Indenture, and by virtue of all and every other Powers and Authorities in that Behalf to me of Right belonging), by this my Deed Poll or Writing, (ſigned, ſealed and executed in the Preſence of —— and —— credible Witneſſes, whoſe Names are hereon indorſed) have given, aſſigned and ſet over, and by theſe Preſents do give, aſſign and ſet over unto the ſaid *E. F.* his, &c. **All** and every the afore recited ſeveral Annuities of —— and ——, together with all and every the Tallies and Orders in the ſaid recited Indenture mentioned, and all the Eſtate, Right, Intereſt, Term and Terms of Years, Claim, Property and Demand whatſoever, whether in Law or Equity, of me the ſaid *E. W.* of, in, unto or out of Annuities and Premiſſes; **To have, hold and enjoy** the ſaid ſeveral Annuities, Tallies, Orders and Premiſſes herein above mentioned and intended to be by me hereby aſſigned unto the ſaid *E. F.* his Executors, Adminiſtrators and Aſſigns, from and immediately after the Deceaſe of me the ſaid *E. W.* for and during the then Reſidue, which ſhall be then to come of the ſaid Term of 99 Years, to and for the ſole proper Uſe and Benefit of the ſaid *E. F.* his, &c. and that in as full, ample and beneficial Manner to all Intents, Conſtructions and Purpoſes whatſoever, as they the ſaid *A. B.* and *C. D.* or either of them, or I my ſelf, my Executors or Adminiſtrators, could or might have held or enjoyed the ſame, in caſe theſe Preſents had not been made; **And** I the ſaid *E. W.* do hereby direct and appoint the ſaid *A. B.* and *C. D.* and the Survivor of them, his Executors, Adminiſtrators or Aſſigns, within —— Weeks next after my Deceaſe, (at the Requeſt

(*a*) A Letter of Attorney from the two Truſtees to the ſaid *E. W.* to impower him to receive the ſaid Annuity. Both to be entred in the Auditor's Office of Receipt of Exchequer, and Oath to be made of the Executing, &c.

(*b*) To be dated after the other Deed entered in the Office of the Auditor.

and Charges of the ſaid *E. F.* his Executors, Adminiſtrators or Aſſigns,) to aſſign and ſet over the ſaid Annuities, Tallies, Orders and Premiſſes, by me ſo given and aſſigned as aforeſaid, unto and to the Uſe of the ſaid *E. F.* his Executors, Adminiſtrators and Aſſigns, for and during the then Reſidue of the ſaid 99 Years, to and for his and their Uſe and Benefit. *(a)* **In Witneſs** whereof I the ſaid *E. W.* have hereunto ſet my Hand and Seal this—— Day of, *&c.*

An Aſſignment by an Executor of an Exchequer Annuity purchaſed by the Teſtator; Part of the Purchaſe Money was paid by the Teſtator in his Life-time, and the Reſidue by the Executor ſince his Death.

To all, &c. I *J. C.* of, *&c.* (Executor of the laſt Will and Teſtament of *W. G.* late of, *&c.* deceaſed,) ſend Greeting. **Whereas** (upon the Encouragement of a late Act of Parliament intitled, *&c.*) **He** the ſaid *W. G.* did in his Life-time advance and pay in the Receipt, *&c.* two ſeveral Sums of, *&c.* in Part of the Sum of, *&c.* for the Purchaſe of an Annuity of, *&c.* for the Term of, *&c.* payable quarterly out of certain Hereditary Duties of Exciſe: **And whereas** ſince the Deceaſe of the ſaid *W. G.* I the ſaid *J. C* have paid into the Exchequer the Sum of, *&c.* to compleat and perfect the Purchaſe Money for the ſaid Annuity, *As* by three ſeveral Tallies in that Behalf ſtruck, and an Order thereupon drawn N° ——and dated, *&c.* may appear. **Now know ye**, that I the ſaid *J. C.* for and in Conſideration of, *&c.* paid by *J. P.* of, *&c.* the Receipt, *&c.* **Have** aſſigned, transferred and ſet over unto, *&c.*

An Aſſignment of the ſaid Aſſignment.

To all, &c. I *J. P.* of, *&c.* ſend Greeting. **Whereas** *J. C.* late of, *&c.* deceaſed, Executor of *W. G.* late of, *&c.* alſo deceaſed, by his Deed under his Hand and Seal, bearing Date, *&c. Reciting*, that *Whereas* (upon the Encouragement, *&c.*) **He** the ſaid *W. G.* did, *&c. And alſo reciting* that *Whereas* ſince the Deceaſe of the ſaid *W. G.* the ſaid *J. C.* had paid, *&c.* (*ut ſupra*) appear, *He* the ſaid *J. C.* for the Conſideration therein mentioned, did aſſign, *&c.* unto me the ſaid *J. P.* my Executors, *&c.* the ſaid, *&c.* as by, *&c.* **Now theſe Preſents witneſs**, that I the ſaid *J. P.* for, *&c.* **Have** aſſigned, *&c.* unto *M. P.* the Widow, Relict of *R. P.* my Son, deceaſed, her Executors, *&c.* the ſaid, *&c.* and ſo as aforeſaid aſſigned over to me by the ſaid *J. C.* and all my Eſtate, *&c.*

An Aſſignment of Exchequer Annuities by two ſeveral Annuitants, in Truſt to diſcharge a Mortgage made by one of the Annuitants of his Annuities, and (purſuant to Agreement) in Truſt, that out of the Reſidue a yearly Sum ſhall be paid to the Survivor of the Aſſignors.

This Indenture Quadripartite made, *&c.* **Between** *W. C.* of *Gray's Inn* in the County of *Middleſex*, Eſq; of the firſt Part, *R. J.* of *Lincoln's Inn* in the ſaid County of *Middleſex*, Eſq; of the ſecond Part, *G. P.* of, *&c.* Eſq; of the third Part, and *F. T.* of, *&c.* of the fourth Part. **Whereas** on the —— Day of —— the ſaid *W. C.* did advance and pay into his Majeſty's and the late Queen *Mary*'s Exchequer upon the Encouragement of an Act of Parliament, Intitled an Act for granting to their Majeſties certain Rates and Duties of Exciſe upon Beer, Ale and other Liquors, for ſecuring certain Recompences and Advantages in the ſaid Act mentioned, to ſuch Perſons as ſhall voluntarily advance the Sum of 1000000*l.* towards the carrying on of a War againſt *France*, the Sum of 2150*l.* as by one Tally and Order, bearing Date the ſame Day appears: **And whereas** the ſaid *R. J.* did upon the —— Day of, *&c.* advance and pay into the ſaid Receipt of *Exchequer*, upon the Encouragement of the ſaid Act of Parliament, the Sum of —— as by one Tally and Order, bearing Date the ſame Day appears; **By Virtue** whereof the ſaid *R. C.* and *R. J.* became reſpectively intitled unto Intereſt for the ſaid reſpective Sums ſo by them reſpectively paid as aforeſaid, after the Rate of 10*l. per Cent. per Ann.* from the Days of their ſaid reſpective Payments to the 29th Day of *September* then next enſuing, and after the Rate of 14*l. per Ann.* for the reſpective Monies by them reſpectively paid as aforeſaid, during their reſpective na-

Recital of paying Money into the Exchequer (upon ſeveral Acts for raiſing Money on Annuities) by *W. C.* and *R. J.*

Whereby they became reſpectively intitled to Intereſt.

(a) Power of Revocation may be inſerted. See Tit. **Appointments and Revocations.**

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tural Lives: **And whereas** on the, &c. the said *W. C.* did advance and pay into the Receipt of his Majesty's Exchequer, upon the Encouragement of one other Act, (intitled, An Act for enabling such Persons as have Estates for Life in Annuities, payable by several former Acts therein mentioned, to purchase and obtain further or more certain Interests in such Annuities, and in Default thereof, for admitting other Persons to purchase or obtain the same, for raising Monies for carrying on the War against *France*), the further Sum of 1354*l.* and 10*s.* **And whereas** on the —— Day of —— the said *R. J.* did advance and pay into the said Receipt of his Majesty's Exchequer, upon the Encouragement of the last mentioned Act of Parliament, the Sum of —— as by one Tally and Order, bearing Date the same Day may appear; **By Virtue** of which said Tally, Order and Acts of Parliament, he the said *W. C.* for and during the Term of his natural Life, is become intitled to an Annuity or yearly Payment of 301*l.* and the said *R. J.* for and during the Term of his natural Life, is become intitled to an Annuity or yearly Payment of —— issuing out of his Majesty's *Exchequer*, and after their respective Deceases, for and during the Remainder of 96 Years, in the said last recited Act mentioned or otherwise, for and during the said Term of 96 Years absolutely: **And whereas** by Indenture bearing Date, &c. made, &c. between the said *W. C.* of the one Part, and the said *F. T.* of the other Part, for and in Consideration of the Sum of 1400*l.* of, &c. to the said *W. C.* in Hand, &c. by *F. T.* he the said *W. C.* did bargain, sell, assign and set over unto the said *F. T.* the said Annuity or yearly Payment of 301*l.* and all his the said *W. C.*'s Estate, Title, Interest, Property, Claim and Demand whatsoever of him the said *W. C.* in, to, or out of the said Annuity or yearly Payment of 301*l.* and in, to and out of the said several Sums of 2150*l.* and 1354*l.* and 10*s.* so by him the said *W. C.* paid and advanced as aforesaid; *In which said Indentures there is a Proviso* or Condition for the making void the same, in case the said *W. C.* his Executors, Administrators or Assigns, should pay or cause to be paid unto the said *F. T.* his Executors, Administrators or Assigns, the Sum of 1484*l.* at the Place and in Manner in the same Indenture in that Behalf mentioned, as by the same Indenture, Relation being thereunto had, may more fully appear: **And whereas** the said Assignment made by *W. C.* unto the said *F. T.* is in Strictness void, in Regard no Entry or Memorandum was thereof made in the Office of the Receipt in two Months after the making the said Assignment, as by the said in Part recited Act of Parliament is required: **And whereas** it is agreed between the said *W. C.* and *R. J.* that whosoever of them the said *W. C.* and *R. J.* should happen to be Survivor, that such Survivor should upon such Survivorship have an Annuity or yearly Payment of 114*l.* *per Ann.* issuing out of his said Majesty's Court of Exchequer, and payable for and during the Rest and Residue of the said Term of 96 Years, which shall be then to come and unexpired: **Now this Indenture witnesseth**, that in Pursuance of the said Agreement, and for and in Consideration of the Assignment herein after made by the said *R. J.* in Trust for the said *W. C.* in Manner as herein after mentioned, and likewise in Consideration of 5*s.* of, &c. to him the said *W. C.* in Hand paid by the said *F. T.* the Receipt, &c. and for the further assuring unto the said *F. T.* his Executors, Administrators and Assigns, the said Principal Sum of 1400*l.* and all Interest which now is or hereafter shall grow due for the same, by and with the Consent and with the Direction of the said *R. J.* testified by his being Party to and his Sealing and Delivery of these Presents, he the said *W. C.* **Hath** bargained and sold, assigned, transferred and set over, and by these Presents **Doth** bargain, &c. unto the said *F. T.* his Executors, Administrators and Assigns, **All** that the said Annuity or yearly Payment of 301*l.* and all Estate, Title, Interest, Property, Trust, Claim and Demand whatsoever either in Law or Equity, of, in, to or out of the said Annuity or yearly Payment of 301*l.* and of, in, to and out of the said several Sums of 2150*l.* and 1354*l.* and 10*s.* and all Interest due or which shall grow due for the same; **To have and to hold** the said Annuity or yearly Payment of 301*l.* and Premisses, unto the said *F. T.* his Executors, Administrators and Assigns, from henceforth for and during all the Rest and Residue of the before mentioned Term of 96 Years yet to come and unexpired; **Subject nevertheless** to the Trusts, and to the Intents and Purposes herein after mentioned touching the same, that is to say; **In Trust** in the first Place, that he the said *F. T.* shall in the first Place, by way of Retainer, or otherwise, pay and satisfy unto him and themselves, the said Principal Sum of 1400*l.* and all Interest already due, or which hereafter shall grow due for the same, and to answer and pay the Surplus of the Proceed, Revenue and Income of the said Annuity or yearly Payment of 301*l.* unto the said *W. C.* for and during the Term of his natural Life, and from and after the Death of the said *W. C.* in case the said *R. J.* shall survive the said *W. C.* then upon such Trust and Confidence, that he the said *F. T.* out of such Surplus of the said Proceed, Revenue and Income of the said Annuity or yearly Payment of 301*l.* *per Ann.* pay and satisfy unto the said *R. J.* his Executors, Administrators and Assigns, the full and clear yearly Sum of 114*l.* for and during the Rest and Residue of the said 96 Years that shall be unexpired at the Time of such Decease of the said *W. C.* **And** as to the remaining

W. C. pays more on another Act.

And so does *R. J.*

W. C. intitled by such Acts to an Annuity of 301*l.* for his Life, and *R. J.* to another Annuity for Life, and after their Deceases for Remainder of 96 Years.

W. C.'s Assignment to *F. T.* of the 301*l.* Annuity by way of Mortgage.

But in Strictness is void for want of Entry.

Agreement that the Survivor of *W. C.* and *R. J.* shall have an Annuity of 114*l.* for Residue of the Term.

Now it is witnessed in Pursuance of Agreement, &c.

And for further assuring *F. T.* the Mortgage Money, *W. C.* assigns to him said Annuity of 301*l.* for the Residue of the Term.

Subject to Trusts,

1. To pay himself,

2. The Surplus to the Assignor for Life, and after his Death if *R. J.* survives him, then that said *F. T.* out of the Surplus, shall pay thereout to

R. J. 114*l.* *per Ann.*

The Surplus after the Mortgage is discharged, to be paid to the Executors, &c. of *W. C.*

But if *W. C.* survives *R. J.* then after the Mortgage discharged the said Annuity to be in Trust for *W. C.*

remaining Surplus of the said 301*l.* *per Ann.* beyond what will satisfy the said Sum of 1400*l.* and Interest as aforesaid, and likewise the yearly Sum of 114*l.* shall answer and pay the same unto the Executors, Administrators or Assigns of the said *W. C.* **Provided nevertheless,** that in case the said *W. C.* shall happen to survive the said *R. J.* that then the Trust herein before mentioned, for and on the Behalf of the said *R. J.* shall cease and be void, and then and from thenceforth, and from and after the said Principal Sum of 1400*l.* and Interest as aforesaid, shall be fully paid and satisfied, he the said *F. T.*'s Executors, Administrators and Assigns, shall stand and be possessed of the said Annuity or yearly Payment of the said 301*l.* in Trust, and for the sole Benefit of the said *W. C.* his Executors, Administrators and Assigns, for and during the full Rest and Residue, and to the End of the before mentioned Term of 96 Years. **And this Indenture further witnesseth,** that in Pursuance of the said *R. J.*'s Part of the said Agreement, and for and in Consideration of the Assignment herein before made by the said *W. C.* unto the said *F. T.* in Trust for the said *R. J.* in Manner as aforesaid, and likewise in Consideration of the Sum of 5*s.* of, &c. to the said *R. J.* in Hand paid by the said *G. P.* he the said *R. J.* at the Request and by the Direction of the said *W. C.* testified by his being a Party to and his Sealing and Delivery of these Presents, **Hath** bargained and sold, assigned, transferred and set over, and by these Presents **Doth** bargain, &c. unto the said *G. P.* his Executors, Administrators and Assigns, **All** that said Annuity or yearly Payment of 114*l.* and all the Estate, Title, Interest, Property, Claim and Demand whatsoever, either in Law or Equity, of him the said *R. J.* of, in, to, or out of the said Annuity or yearly Payment of 114*l.* and of, in, to or out of the said several Sums of —— and all Interest due, or which shall grow due for the same; **To have and to hold** the said Annuity or yearly Payment of 114*l.* and Premisses unto the said *G. P.* his Executors, Administrators and Assigns, from henceforth for and during the full Rest and Residue of the before mentioned Term of 96 Years yet to come and unexpired; **Subject nevertheless** to the Trusts, and to the Intents and Purposes herein after mentioned touching the same Term, that is to say,

Assignment by *R. J.* at *W. C.*'s Request, to *G. P.* of said Annuity of 114*l.*

Subject to Trusts,

1. That *G. P.* permit *R. J.* to receive the same during his Life, and if *R. J.* dies before *W. C.* then after his Death in Trust for *W. C.*

Upon special Trust and Confidence, that the said *G. P.* his Executors, Administrators and Assigns, shall and will permit and suffer the said *R. J.* and his Assigns, to receive the said Annuity or yearly Payment of 114*l.* for and during the natural Life of the said *R. J.* and in case it shall happen that the said *R. J.* should depart this Life in the Life-time of the said *W. C.* that then from and after such Decease of the said *R. J.* the said *G. P.* his Executors, Administrators and Assigns, should stand possessed of the said Annuity or yearly Payment of 114*l.* in Trust only, and for the only Benefit of the said *W. C.* his Executors, Administrators and Assigns, for and during the Rest and Residue of the said Term of 96 Years that shall be to come and unexpired at the Time of the Decease of the said *R. J.* **Provided nevertheless,** that if it shall happen that the said *R. J.* shall survive and overlive the said *W. C.* that then and in such Case the said Trust herein before declared, for the Benefit and only Behalf of the said *W. C.* shall cease and be void, and that the said *G. P.* his Executors, Administrators and Assigns, shall then and in such Case stand possessed of the said Annuity or yearly Payment of 114*l.* *per Ann.* in Trust and for the sole and proper Use and Benefit of the said *R. J.* his Executors, Administrators and Assigns, and to no other Use, Intent or Purpose whatsoever; **And** the said *W. C.* doth for himself, his Heirs, &c. covenant with the said *R. J.* that he the said *W. C.* hath not done nor wittingly suffered any Act, Matter or Thing, whereby the Trust herein before by these Presents declared, for the Benefit and on the Behalf of the said *R. J.* touching the said Annuity or yearly Payment of 301*l.* is, are, shall or may be impeached or incumbered in Estate, Title, Charge, or otherwise howsoever, saving only the herein before recited Mortgage made by the said *W. C.* unto the said *F. T.* as aforesaid; **And** that the said *W. C.* his Executors, Administrators and Assigns, and all Persons, having any Estate or Interest, or lawfully claiming, or which shall have or claim, in, to or out of the Annuity or yearly Payment of 301*l.* by, from or under him, at the Request and Costs and Charges of the said *R. J.* shall and will do any such further and other reasonable Act or Acts, Thing or Things, Conveyance or Assurances whatsoever, for the further assigning, assuring and conveying the said Annuity or yearly Sum of 301*l.* unto the said *F. T.* his, &c. for and during the Rest and Residue of the said Term of 96 Years, Subject unto the Trusts in that Behalf herein before limited, as by the said *R. J.* his Executors, Administrators or Assigns, or his or their Counsel learned in the Law, should be reasonably advised, devised or required; **And** the said *R. J.* doth for himself, &c. covenant with the said *W. C.* his Executors, Administrators and Assigns, that he the said *R. J.* hath not done or wittingly suffered any Act, Matter or Thing, whereby the Trust herein before touching the said Annuity or yearly Payment of 114*l.* for the Benefit, and on the Behalf of the said *W. C.* shall or may be impeached or incumbered in Estate, Title, Charge, or otherwise; **And further,** that he the said *R. J.* his, &c. and all and every other Person, having or lawfully claiming any Estate, Property or Interest, in, to or out of the said Annuity

W. C. covenants with *R. J.* that he has done no Act to incumber the Annuity of 301*l.* Except said Mortgage.

And make further Assurance.

R. J. covenants to *W. C.* that he has not incumbered the 114*l.* Annuity.

Annuity or yearly Payment of 114*l.* by, from or under the ſaid *R. J.* ſhall and will at the Requeſt, Coſts and Charges of the ſaid *W. C.* his, *&c.* order, make and do any ſuch further and other reaſonable Act or Acts, Thing or Things, for the further aſſuring, aſſigning and conveying the ſaid Annuity or yearly Payment of 114*l.* unto the ſaid *J. C.* his, *&c.* for and during the reſt and Reſidue of the ſaid Term of 96 Years, as by the ſaid *W. C.* his Executors, Adminiſtrators or Aſſigns, or his or their Counſel learned in the Law, ſhall be reaſonably deviſed, adviſed or required: **Provided always**, and the true Intent and Meaning of theſe Preſents and the Parties to the ſame is, that the ſaid *F. T.* and *G. J.* or either of them, their or either of their Executors, Adminiſtrators or Aſſigns, ſhall not be liable or reſponſible for more Money than what they or any of them ſhall actually receive; **And** that no one of them, his Executors, Adminiſtrators or Aſſigns, ſhall be liable or reſponſible for the Acts, Receipts, Defaults or ſuch Arrearages of the other of them, his Executors, Adminiſtrators or Aſſigns. **In Witneſs**, &c.

Proviſo, that *F. T.* and *G. J.* ſhall not be chargeable for more than they receive, nor for the Acts of each other.

An Aſſignment of a Reverſionary Exchequer Annuity, veſted in the now Aſſignor by ſeveral Meſne Aſſignments, to two Aſſignees in a Commiſſion of Bankruptcy, in Truſt for the Bankrupt's Creditors.

To all, &c. *J. D.* of, *&c.* ſends, *&c.* **Whereas** *J. H.* of, *&c.* by virtue of an Act, *&c.* did advance, *&c.* in Conſideration whereof the ſaid *J. H.* became intitled unto one Annuity, *&c.* payable quarterly to him or his Aſſigns, from and after the Deceaſe of *T. M.* of, *&c.* Nominee of *J. D.* of, *&c.* for and during all the reſt, *&c.* of and in a certain Term of, *&c.* as by one Order, N° —— dated, *&c.* and one Tally thereunto belonging, Relation, *&c.* **Which** ſaid Annuity, Order and Tally, by divers Meſne Aſſignments, and otherwiſe, are now lawfully come unto and veſted in the ſaid *J. D.* as by the ſaid Aſſignments may appear: **Now know ye**, that for and in Conſideration of the Sum of, *&c.* paid by *H. F.* of, *&c.* and *L. R.* of, *&c.* two of the Aſſignees in a Commiſſion of Bankruptcy, granted and awarded againſt *W. J.* of, *&c.* the Receipt, *&c.* **He** the ſaid *J. D.* **hath** bargained, *&c.* and by, *&c.* **Doth**, *&c.* unto the ſaid *H. F.* and *L. R.* their, *&c.* **The** ſaid reverſionary Annuity or yearly Sum of, *&c.* and the ſaid Orders and Tallies thereunto belonging, and alſo all the Eſtate, *&c.* of, in and to the ſaid Premiſſes; **To have**, hold, *&c.* the ſaid reverſionary Annuity, *&c.* before mentioned and intended to be hereby aſſigned unto the ſaid *H. F.* and *L. R.* their, *&c.* from and after the Deceaſe of the ſaid *T. M.* for and during all the reſt, *&c.* of the ſaid Term, *&c.* **In Truſt nevertheleſs** for themſelves, and the reſt of the Creditors of the ſaid *W. J.* who ſhall duly come in and prove their Debts, and ſeek Relief by and under the ſaid Commiſſion. **In Witneſs**, &c.

The like (reciting (inter alia) the Death of the Nominees) to a Purchaſor.

To all, &c. *A. A.* of, *&c.* ſends, *&c.* **Whereas** *B. B.* of, *&c.* in Purſuance of a late Act, *&c.* did, *&c.* advance, *&c.* the Sum of, *&c.* in Conſideration, *&c.* became intitled to, *&c.* from and after the Deceaſe of *C. C.* then of, *&c.* and *D. C.* his Wife, Nominees of the ſaid *B. B.* for and during all the reſt, *&c.* as by, *&c.* (*ut ſupra*): **And whereas** the Term, Eſtate and Intereſt of the ſaid *B. B.* of, in and to the ſaid Reverſion, Annuity or yearly Sum of, *&c.* and of, in and to the ſaid Order and Tally for the ſame, is ſince by divers good and ſufficient meſne Aſſignments and Aſſurances in the Law, or otherwiſe, legally come to and veſted in the ſaid *A. A.* **And whereas** the ſaid *C. C.* and *D.* his Wife are both ſometime ſince deceaſed, by Means whereof the ſaid Annuity, *&c.* is become immediately payable in Poſſeſſion to him the ſaid *A. A.* and his Aſſigns, for all the now reſt and Reſidue of the ſaid Term of, *&c.* commencing as aforeſaid: **Now know ye**, that for, *&c.* to the ſaid *A. A.* in Hand paid by *E. E.* of, *&c.* at, *&c.* in full for the abſolute Purchaſe of the ſaid Annuity, *&c.* for all the now Reſidue, *&c.* the Receipt, *&c.* **He** the ſaid *A. A.* **hath** granted, *&c.* and by, *&c.* **Doth**, &c. unto the ſaid *E. E.* his, *&c.* **The** ſaid Annuity, *&c.* and all Monies now due and payable upon or for the ſame Annuity, or any Part thereof, and alſo all the Eſtate, *&c.* of him the ſaid *A. A.* of, in, to or out of the ſame Annuity, and every or any Part thereof, by Force or Virtue of the ſaid Act of Parliament, Order, Tally and Meſne Aſſignments, or any of them, or otherwiſe howſoever, together with the ſame Order, Tally and Meſne Aſſignments, and every of them; **To have**, &c. and all the Benefit thereof, unto the ſaid *E. E.* his, *&c.* from henceforth, for and during all the reſt, *&c.* **And**, &c. (*Covenant that no Act of Incumbrance is done.*) **In Witneſs**, &c.

An Aſſignment of an Aſſignment of (a) *an Exchequer Annuity, in Truſt to be re-aſſigned to the Aſſignor and other Perſons.*

Recital of an Aſſignment.

TO all, &c. I *A. A.* of, *&c.* ſend, *&c.* **Whereas** *B. B.* of, *&c.* did by a certain Deed Poll or Writing of Aſſignment, bearing Date, *&c.* for the Conſiderations therein mentioned, fully and abſolutely ſell and aſſign unto *C. C.* of, *&c.* and *D. D.* of, *&c.* and me the ſaid *A. A.* our Executors, *&c.* all his the ſaid *B. B.*'s Right, *&c.* of and in one Annuity of, *&c.* payable, *&c.* out of the Exchequer, in purſuance of an Act of Parliament in the ſame Deed Poll mentioned, for the Term of, *&c.* and of, in and to all Orders and Tallies then made, and to be made out for the ſame Annuity, and all Benefit and Advantage in reſpect of the Premiſſes, as by, *&c.* **And whereas** the ſaid *C. C.* and *D. D.* are both ſince dead, by Means whereof the ſaid Annuity of, *&c.* and all their Eſtate, *&c.* is now come to and legally veſted in me the ſaid *A. A.* by Survivorſhip: **Now know ye**, that I the ſaid *A. A.* for and in Conſideration of, *&c.* **Have** bargained, ſold, aſſigned and ſet over, and by, *&c.* **Do**, &c. **All** the ſaid Annuity, *&c.* **To have**, &c. the ſaid Annuity, *&c.* unto, *&c.* for and during, *&c.* **Upon this ſpecial Truſt and Confidence nevertheleſs**, that he the ſaid *E. E.* his, *&c.* ſhall and do within the Space of, *&c.* next enſuing the Date hereof, aſſign and transfer, or cauſe, *&c.* the ſame Annuity and other the Premiſſes, and all his and their Eſtate, *&c.* unto me the ſaid *A. A.* and *F. F.* of, *&c. G. G.* of, *&c.* our Executors, *&c.* for the reſt, *&c.* **And**, &c. (*Covenant no Incumbrance.*) **In Witneſs**, &c.

Death of two Nominees.

Aſſignment, in Truſt to be re-aſſigned to the now Aſſignor and other Perſons.

The Re-aſſignment.

TO all, &c. I *E. E.* of, *&c.* **Whereas**, &c. (*Recital of the Aſſignment recited in the above Aſſignment, and that one of the then Aſſignees* (*being intitled by Survivorſhip*) *aſſigned the Annuity upon Truſt to re-aſſign*): **Now know ye**, that I the ſaid *E. E.* in Performance of the ſaid recited Truſt in me repoſed as aforeſaid, and for and in Conſideration, *&c.* paid by the ſaid *A. A. F. F.* and *G. G.* at, *&c.* the Receipt, *&c.* **Have** bargained, *&c.* and by, *&c.* **Do**, &c. unto the ſaid, *&c.* **All** the ſaid Annuity of, *&c.* and all Orders and Tallies for or concerning the ſame, and all the Benefit thereof, and all my Eſtate, *&c.* together with the ſaid recited Deeds Poll; **To have**, &c. the ſaid Annuity of, *&c.* and all other the Premiſſes, unto the ſaid, *&c.* and the Survivors and Survivor of them, and the Executors, *&c.* from henceforth, for and during all the reſt, *&c.* **And**, &c. (*Covenant no Act of Incumbrance.*) **In Witneſs**, &c.

An Aſſignment of a Reverſionary Intereſt in South-Sea *Annuities, which had been tranſferred to Truſtees as a Security for the due Payment of an Annuity to a Grantee thereof, to a Purchaſer of the* South-Sea *Stock under an Order in Chancery.*

THIS **Indenture** Tripartite, made, *&c.* **Between** *A. A.* of, *&c.* one of the Maſters of the High Court of Chancery, of the firſt Part, *B. A.* of, *&c.* of the ſecond Part, and *D. A.* of, *&c.* and *E. E.* of, *&c.* of the third Part. **Whereas** by Indenture *Tripartite*, bearing Date, *&c.* and made, *&c.* between the ſaid *A. A.* of the firſt Part, *B. B.* of, *&c.* of the ſecond Part, and the ſaid *D. A.* a Perſon nominated by the ſaid *A. A.* and the ſaid *E E.* a Perſon nominated by the ſaid *B. B.* of the third Part, *Reciting* as therein is recited, *And* for the Conſiderations therein mentioned, the ſaid *A. A.* did for himſelf, his, *&c.* covenant, *&c.* to and with the ſaid *B. B.* his, *&c.* that he the ſaid *A. A.* his, *&c.* ſhould and would well and truly pay or cauſe, *&c.* unto the ſaid *B. B.* and his Aſſigns, for and during the Term of his natural Life, one Annuity, yearly Rent or Sum of, *&c.* free, *&c.* the ſame Annuity to be paid and payable at or in, *&c.* yearly at or upon, *&c.* by even and equal Portions; the firſt Payment, *&c.* next enſuing the Date of the ſame Indenture; *And* reciting that the ſaid *A. A.* for the better ſecuring the Payment of the ſaid Annuity, yearly Rent or Sum of 600 *l.* to the ſaid *B. B.* for his Life in Manner aforeſaid, had on or before the Day of the Date of the ſame Indenture transferred unto the ſaid *D. A.* and *E. E.* the Sum of 12000 *l.* in the Joint Stock of the *South-Sea* Annuities; *It* was in and by the ſaid Indenture declared and agreed by and between

Recital of the Grant of the Annuity.

Tranſfer of *South Sea* Annuities for ſecuring Payment,

(a) For an Affidavit of the Execution of an Aſſignment of Exchequer Annuities, ſee Tit. **Affidavits.**

tween all the Parties thereto, that the ſaid Sum of 12000 *l.* *South-Sea* Annuities, ſo transferred to the ſaid *D. A.* and *E. E.* as aforeſaid, was and were ſo transferred to them, *Upon the Truſts* herein after mentioned, that is to ſay, Upon Truſt that they the ſaid *D. A.* and *E. E.* and the Survivor of them, his, *&c.* ſhould permit and ſuffer, and do all and every Act and Thing which ſhould be proper and ſufficient to enable the ſaid *A. A.* his, *&c.* to receive and take the yearly Intereſt, Dividends and Produce of the ſaid 12000 *l.* *South-Sea* Annuities, as the ſame ſhould ariſe and become due to and for his and their own Uſe and Benefit, until Default ſhall be made of or in Payment of the ſaid Annuity, yearly Rent or Sum of 600 *l.* or any Part thereof, by the Space of 28 Days next over or after any of the ſaid Feaſts whereon the ſame ought to be paid as aforeſaid; **And upon further Truſt,** that in caſe the ſaid Annuity of 600 *l.* or any Part thereof, ſhould be behind or unpaid to the ſaid *B. B.* or his Aſſigns, by the Space of 28 Days next after any of the Feaſts aforeſaid, then and ſo often they the ſaid *D. A.* and *E. E.* or the Survivor of them, his, *&c.* ſhould by and out of the yearly Intereſt, Dividends and Produce of the ſaid 12000 *l.* *South-Sea* Annuities, or by Sale of any or a competent Part of the ſame Annuities, or by ſuch Ways or Means as they the ſame Truſtees ſhould think fit, raiſe and levy ſuch Sum and Sums of Money as ſhould be ſufficient from Time to Time to anſwer, pay and ſatisfy unto the ſaid *B. B.* and his Aſſigns, during his natural Life, the ſaid Annuity of 600 *l.* or ſo much thereof as ſhould from Time to Time ſo happen to be in Arrear and unpaid, together with ſuch Coſts and Charges as the ſaid *B. B.* or the ſaid Truſtees, or any or either of them, or any or either of their, *&c.* ſhould ſuſtain or be put unto for or by Reaſon of the Non-payment of the ſaid Annuity, or any Part thereof, at the Days and Times and in Manner therein before in that Behalf covenanted and agreed upon, and ſhould pay and diſpoſe the ſame accordingly. *Provided*, and it was thereby further declared and agreed by all the Parties to the ſame Indenture, that from and after the Deceaſe of the ſaid *B. B.* and Payment of all Arrears which ſhould be then due of the ſaid Annuity, yearly Rent or Sum of 600 *l.* (if any ſuch ſhould then be) together with all Coſts and Expences attending the Execution of the aforeſaid Truſts; then and immediately thereupon, or ſo ſoon as conveniently might be, they the ſaid *D. A.* and *E. E.* or the Survivor of them, or the, *&c.* of ſuch Survivor, ſhould at the Requeſt, Coſts and Charges of the ſaid *A. A.* his, *&c.* re-transfer and make over the ſaid Sum of 12000 *l.* *South-Sea* Annuities, or ſo much thereof as ſhould then remain undiſpoſed of for the Purpoſes aforeſaid, and all Dividends or Intereſt then due upon or for the ſame, or any Part thereof, unto him the ſaid *A. A.* his, *&c.* to and for his and their own Uſe and Benefit: *And* for the Conſiderations, Ends and Purpoſes aforeſaid, the ſaid *A. A.* did in or by the ſame Indentures, for himſelf, his, *&c.* further covenant, *&c.* to and with the ſaid *B. B.* his, *&c.* that in caſe at any Time then after during the natural Life of the ſaid *B. B.* any Part of the ſaid 12000 *l.* *South-Sea* Annuities ſhould be ſold or diſpoſed of, or that the Price or Value of *South-Sea* Annuities ſhould ſink or fall, ſo and in ſuch Sort as the ſaid 12000 *l.* *South Sea* Annuities, ſhould in the Judgment of the ſame Truſtees, or the Survivor of them, his, *&c.* be ſufficient for ſecuring the Payment of the ſaid Annuity, yearly Rent or Sum of 600 *l.* to the ſaid *B. B.* for the Term of his natural Life in Manner aforeſaid; then and in both or either of the ſaid Caſes, he the ſaid *A. A.* his, *&c.* ſhould and would at his and their own Coſts and Charges, immediately upon the Requeſt of the ſaid *B. B.* transfer and make over, or procure to be transferred and made over unto the ſaid Truſtees, or the Survivor of them, his, *&c.* upon the Truſts, and for the Intents and Purpoſes aforeſaid, ſo much more Annuities in the ſaid *South-Sea* Company, or ſo much Capital Stock in the Bank of *England*, *South-Sea* Company, or *Eaſt-India* Company, or ſuch Sum and Sums of Principal Money, ſecured upon ſome Government or other good and ſufficient Security or Securities, at Intereſt, as they the ſame Truſtees, or the Survivor of them, his, *&c.* ſhould from Time to Time think ſufficient and neceſſary to be added to the ſaid 12000 *l.* *South-Sea* Annuities, or ſo much thereof as ſhould remain unſold as aforeſaid, thereby the better to ſecure the Payment of the ſaid Annuity or yearly Sum of 600 *l.* to the ſaid *B. B.* for his Life in Manner aforeſaid; *In* which ſaid recited Indenture it was, among other Things, provided and agreed by and between all the ſaid Parties thereto, that in caſe the ſaid 12000 *l.* *South-Sea* Annuities, or any Part thereof, or ſuch other Stock or Stocks, or Sum or Sums of Money, upon Security or Securities at Intereſt, as were therein before covenanted and agreed to be transferred to the ſaid Truſtees, or the Survivor of them, his, *&c.* for the Purpoſes, and upon the Truſts and Contingencies aforeſaid, or any of them, or any Part thereof, ſhould at any Time then after during the natural Life of the ſaid *B. B.* be redeemed or paid off by Authority of Parliament, or otherwiſe ſhould be paid in or come to the Hands of the ſame Truſtees; then and in ſuch Caſe, and ſo often it ſhould and might be lawful for them, and the Survivor of them, his, *&c.* from Time to Time during the natural Life of *B. B.* to lend and place out the Monies ſo paid in or come to their Hands, or any Part thereof, with the Conſent and Approbation of the ſaid *B. B.* and *A. A.* if both then living; and in caſe the ſaid *A. A.* ſhould be then dead, then with the Conſent and Approbation

upon Truſt to permit the Grantor to receive the Produce till Default of Payment;

and on Default of Payment, to raiſe and pay the Annuity.

Proviſo that on the Death of the Grantee and Payment of Arrears, to re-transfer what ſhould remain.

The Grantor covenanted with the Grantee to replace in caſe of any Deficiency.

And in caſe of Redemption by Parliament, the Truſtees were by Conſent to inveſt by Securities, *&c.*

Upon the ſame Truſts, &c.

probation of the ſaid *B. B.* upon any publick or private Security or Securities at Intereſt, or to inveſt the ſame, or any Part thereof, in the Purchaſe of Stock in any of the publick Funds or Companies, upon the Truſts, and ſubject to the Proviſoes and Agreements aforeſaid, as by the ſaid recited Indenture, Relation, &c. **And whereas**, by an Order of the High Court of Chancery, made on or about, &c. *It was ordered*, at the Deſire of Mr. Attorney General, on Behalf of the Suitors of the ſaid Court, and by Conſent of the ſaid *A. A.* that the ſaid Declaration of Truſt of the ſaid 12000*l. South-Sea* Annuity Stock, and executed by the ſaid *D. A.* and *E. E.* when the ſaid Stock was transferred to them for ſecuring the ſaid 600*l. per Ann.* to the ſaid *B B.* ſhould be brought before *R. H.* Eſq; one of the Maſters of the ſaid Court, and that the ſaid Maſter *H.* ſhould ſell the ſaid *A. A.*'s Intereſt in the ſaid 12000*l. South-Sea* Annuities to the beſt Purchaſor; and that the Money ariſing by Sale thereof ſhould be inveſted in *South-Sea* Annuities in the Name of the ſaid *A. A.* who was to declare the ſame to be in Truſt for the Suitors, according to the Orders of the ſame Court made the, &c. **And whereas** the ſaid *R. H.* by his Report bearing Date, &c. and made in Purſuance of the ſaid recited Order of the, &c. did certify, that the ſaid *B. A.* had bid before him the Sum of 6000*l.* for the ſaid Intereſt of the ſaid *A. A.* of and in 12000*l. South-Sea* Annuities, and that no other Perſon having bid more before the ſaid Maſter *H.* for the ſame, he did allow of the ſaid *B. A.* for the beſt Purchaſor of the ſaid Reverſionary Intereſt of the ſaid *A. A.* in the ſaid 12000*l. South-Sea* Annuities; *Which* ſaid Report of the ſaid Maſter *H.* was by a ſubſequent Order of the ſaid High Court of Chancery, made, &c. ratified and confirmed, as by the ſaid recited Orders and Report, Relation, &c. **And whereas** the ſaid *B. A.* in Purſuance of and Obedience to the ſaid recited Order of the, &c. hath on the Day of the Date hereof paid the Sum of 6000*l.* of, &c. unto the ſaid *A. A.* to be applied and diſpoſed of for the Purpoſes in the ſame Order in that Behalf directed: **Now this Indenture witneſſeth**, That in Purſuance of and Obedience to the ſaid recited Order of the 10th of *March* laſt, and for and in Conſideration of the ſaid Sum of 6000*l.* ſo paid by the ſaid *B. A.* to the ſaid *A. A.* for the Purpoſes in the ſame Order in that Behalf directed, the Receipt, &c. he the ſaid *A. A.* **Hath** granted, bargained, ſold and aſſigned, transferred and ſet over, and by theſe Preſents **Doth** grant, &c. unto the ſaid *B. A.* his, &c. the ſaid Sum of 12000*l. South-Sea* Annuities, and every Part thereof, and all the Dividends, Intereſt and Produce thereof, from henceforth to ariſe or be received; **Subject nevertheleſs** to the Payment, and ſecuring thereout the ſaid Annuity, yearly Rent or Sum of 600*l.* unto the ſaid *B. A.* and his Aſſigns, for and during the Term of his natural Life in Manner aforeſaid, and all the Eſtate, Right, Title, Truſt, Property, Equitable and Reverſionary, or other Intereſt, Claim and Demand whatſoever, both at Law and in Equity of him the ſaid *A. A.* of, in, to or out of the ſame 12000*l. South-Sea* Annuities, every or any Part thereof, by Force or Virtue of the ſaid recited Indenture, or the Truſts therein declared, or otherwiſe howſoever, together with that Part of the ſaid recited Indenture, which was ordered to be brought before the ſaid Maſter *H.* as aforeſaid; **To have**, hold, receive, perceive, take and enjoy the ſaid Sum of 12000*l. South-Sea* Annuities, and every Part thereof, and all the Dividends, Intereſt and Produce, from henceforth to ariſe or be received for the ſame, every or any Part thereof, and all and ſingular other the Premiſſes, mentioned or intended to be hereby aſſigned, and all the Benefit thereof, unto him the ſaid *B. A.* his, &c. to and for his and their own Uſe and Benefit for ever, as fully and effectually to all Intents and Purpoſes, as he the ſaid *A. A.* his, &c. might or could have held and received, or enjoyed the ſame if theſe Preſents had not been made; **Subject** to the Payment and Securing thereout of the ſaid Annuity, yearly Rent or Sum of 600*l.* unto the ſaid *B. B.* and his Aſſigns, during his Life, at ſuch Days and Times, and in ſuch Manner, as in the recited Indenture are in that Behalf mentioned and agreed upon; **And** the ſaid *A. A.* doth hereby for himſelf, his, &c. covenant, &c. to and with the ſaid *B. A.* his, &c. in Manner following, that is to ſay, that he the ſaid *A. A.* hath duly paid and ſatisfied to the ſaid *B. B.* the ſaid Annuity, yearly Rent or Sum of 600*l.* and every Part thereof, for and until the Feaſt-Day of, &c. laſt paſt, before the Date of theſe Preſents; **And** alſo that he the ſaid *A. A.* hath not at any Time heretofore ſold, aſſigned or diſpoſed of the ſaid 12000*l. South-Sea* Annuities, and other Premiſſes mentioned or intended to be hereby aſſigned, or any Part thereof, nor done, committed or ſuffered any Act, Matter or Thing whatſoever, whereby, or by Means whereof the ſame, or any Part thereof is, are, ſhall or may be impeached, charged or incumbered, **Except** as is herein before mentioned; **And further** that he the ſaid *B. A.* his, &c. ſhall and may from Time to Time, and at all Times hereafter, peaceably and quietly have, hold, receive, take and enjoy the ſaid 12000*l. South-Sea* Annuities, and the Dividends, Intereſt and Produce thereof, and other Premiſſes mentioned or intended to be hereby aſſigned, and every Part thereof, ſubject to the Payment thereout of the ſaid Annuity or yearly Rent or Sum of 600*l.* unto the ſaid *B. B.* and his Aſſigns, in Manner as aforeſaid, without any lawful Let, &c. of or by the ſaid *A. A.* his, &c. or of or by any other Perſon or Perſons lawfully claiming, &c. **And moreover**, that he the ſaid

Recital of an Order in Chancery for the Sale of the Grantor's Intereſt for the Benefit of the Suitors.

Maſter's Report, allowing the ſecond Party hereto the beſt Purchaſor.

Report confirmed.

Purchaſor has paid the Money.

Aſſignment to the Purchaſor.

Subject, &c.

Covenant that the Grantor has paid the Annuity to a certain Day.

And that he has not incumbered.

Quiet Enjoyment.

Further Aſſurance.

ſaid *A. A.* his, *&c.* ſhall and will at any Time, *&c.* upon Requeſt, and at the Coſts and Charges of the ſaid *B. A.* his, *&c.* make, do, execute, or cauſe, *&c.* any further or other lawful and reaſonable Acts, Deeds or Things, Aſſignments or Aſſurances in the Law whatſoever, for the further and better aſſigning and aſſuring of the ſaid 12000*l.* *South-Sea* Annuities, and the Dividends, Intereſt and Produce thereof, and other the ſaid hereby aſſigned Premiſſes, every or any Part thereof, unto him the ſaid *B. A.* his, *&c.* to and for his and their own Uſe and Benefit, **Subject** to the ſaid Annuity of 600*l.* as by the ſaid *B. A.* his, *&c.* or his or their Counſel, *&c.* ſhall be reaſonably adviſed, *&c.* **And** the ſaid *B. A.* in Conſideration of the Premiſſes, doth hereby for himſelf, his, *&c.* covenant, *&c.* to and with the ſaid *A.* his, *&c.* in Manner following, that is to ſay, that he the ſaid *B. A.* his, *&c.* ſhall and will truly perform, fulfil and accompliſh, pay and keep all and every the Covenants, Articles, Agreements, Proviſoes, Payments, Matters and Things whatſoever, which on the Part and Behalf of the ſaid *A. A.* his, *&c.* are or ought from henceforth to be done, performed and fulfilled, accompliſhed, paid and kept by Force or Virtue of the ſaid recited Indenture, or any Covenant, Article, Proviſo or Agreement therein contained; and particularly that he the ſaid *B. A.* his, *&c.* or ſome of them, ſhall and will from Time to Time and at all Times hereafter, during the Continuance of the aforeſaid Annuity, yearly Rent or Sum of 600*l.* well and truly pay or cauſe to be paid unto him the ſaid *B. B.* or his Aſſigns, the ſame Annuity and every Part thereof, as and when the ſame ſhall become due and payable, according to the Purport, true Intent and Meaning of the ſaid recited Indenture; **And alſo** that he the ſaid *B. A.* his, *&c.* and ſome of them, ſhall and will from Time to Time and at all Times hereafter, at his and their own proper Coſts and Charges, well and ſufficiently ſave, defend and keep harmleſs and indemnified the ſaid *A. A.* his, *&c.* and every of them, and his and every of their Lands and Tenements, Goods and Chattels, of, from and againſt all and every the ſaid Covenants, Articles, Agreements and Proviſoes, Payments, Matters and Things whatſoever, which on the Part and Behalf of him the ſaid *A. A.* his, *&c.* are or ought from henceforth to be done, performed, fulfilled or accompliſhed, paid and kept by force or virtue of the ſaid recited Indenture, or any Covenant, Article, Proviſo or Agreement therein contained, and of, from and againſt all Actions, Suits, Loſs, Coſts, Charges, Damages and Expences, which ſhall or may be brought, commenced or proſecuted againſt him the ſaid *A. A.* his, *&c.* or which he, they, or any of them, ſhall or may ſuſtain, expend, or be put unto, for or by reaſon, or on account of the Non-performance of any of the ſame Covenants, Articles, Agreements, Proviſoes, Payments, Matters or Things as aforeſaid. **In Witneſs**, &c.

Covenant that the Purchaſor will perform Covenants with the Annuitants,

particularly to pay the Annuity.

And to indemnify the Grantor.

Aſſignment of Dividends of South-Sea *Annuities by way of a Joint Annuity, for better ſecuring Payment thereof, ſecured by a Bond of even Date.*

THIS Indenture, &c. **Between** *T. B.* of, *&c.* of the one Part, and *M. W.* of, *&c.* of the other Part. **Whereas** by an Order of the High Court of Chancery, bearing Date, *&c.* and made in a certain Cauſe then and there depending, wherein *W. J.* (Adminiſtrator of *L. K.* deceaſed) was Plaintiff, and the ſaid *T. B.* and *A.* his Wife, and others, were Defendants, *It was* (*inter alia*) *ordered*, that the Sum of 1000*l.* ſhould be inveſted in *South-Sea* Annuities in the Name of the Accomptant General of the ſaid Court; *Upon Truſt*, that the Intereſt thereof ſhould be paid to the ſaid *T. B.* for his Life, as by the ſaid Order, Relation, *&c.* **And whereas** the ſaid Sum of 1000*l.* was laid out in the Purchaſe of 920*l.* *South-Sea* Annuities, which were transferred to the Account of the ſaid Accomptant General, and were atteſted by him upon the Truſt aforeſaid, as by the Report of the ſaid Accomptant General and Certificate of *C. J.* Eſq; bearing Date, *&c.* Relation being thereunto reſpectively had, may appear: **And whereas** Part of the *South-Sea* Annuities hath been ſince annihilated, whereby the ſame are now reduced to the Sum of 914*l.* 16*s.* **And whereas** in Conſideration of the Sum of 216*l.* of, *&c.* to the ſaid *T. B.* by the ſaid *M. W.* paid or agreed to be paid, he the ſaid *T. B.* in and by one Bond or Obligation, bearing even Date with theſe Preſents, became bound unto the ſaid *M. W.* in the penal Sum of 500*l.* with Condition thereunder written to be void, if he the ſaid *T. B.* his Heirs, Executors, Adminiſtrators and Aſſigns, or ſome of them, ſhall and will from Time to Time, during the Joint Lives of them the ſaid *T. B.* and *M. W.* well and truly pay or cauſe to be paid unto the ſaid *W. M.* her Executors, Adminiſtrators and Aſſigns, one Annuity or yearly Sum of 36*l.* 10*s.* at the Days, Times and Place, and in Manner therein mentioned, as in and by the ſaid Bond or Obligation, Relation being thereunto alſo had, may appear: **And whereas** for the better ſecuring the Payment of the ſaid Annuity, during ſuch Joint Lives as aforeſaid, it hath been agreed by and between the ſaid *T. B.* and *M. W.* that he the ſaid *T. B.* ſhould aſſign and transfer unto, or otherwiſe impower the ſaid *M. W.* to receive the Produce of the ſaid *South-Sea* Annuities, during the Joint

Recitals, viz. As to an Order in Chancery, whereby 1000*l.* ſhould be inveſted in *South-Sea* Annuities in the Name of the Accomptant General, upon Truſt, *&c.* That the ſame was ſo laid out, as by his Report, *&c.* As to the ſame being ſince annihilated. As to *T. B.*'s Bond of even Date for paying an Annuity of— to Mr. *W.* during their joint Lives. As to Agreement previous for transferring Produce of the *South-*

Sea Annuities to *M. W.* for better ſecuring Payment thereof.

Conſideration.

Aſſignment of the Intereſt, Dividends, &c.

Habendum.

Letter of Attorney, &c.

Joint Lives of them the ſaid *T. B.* and *M. W.* **Now this Indenture witneſſeth**, that for and in Conſideration of the ſaid Sum of 216*l.* of, &c. to him the ſaid *T. B.* in Hand, &c. by the ſaid *M. W.* at, &c. the Receipt, &c. he the ſaid *T. B.* **Hath** bargained, ſold, aſſigned, transferred and ſet over, and by theſe Preſents **Doth** bargain, &c. and ſet over unto the ſaid *M. W.* the Intereſt, Dividends and Produce of the ſaid 914*l.* 16*s.* *South-Sea* Annuities; *To have* and to hold, receive and take the ſame, during the Joint Lives of them the ſaid *T. B.* and *M. W.* **And** for that Purpoſe, he the ſaid *T. B.* **Hath** made, conſtituted and appointed, and by theſe Preſents doth make, &c. the ſaid *M. W.* his true and lawful Attorney, from Time to Time, during ſuch Joint Lives as aforeſaid, to aſk, demand and receive of and from the Accomptant General of the High Court of Chancery, or from whom elſe it may concern, the Intereſt or Dividend of the ſaid 914*l.* 16*s.* *South-Sea* Annuities, and all and every Warrant and Warrants, Draft and Drafts, that ſhall, during ſuch Joint Lives as aforeſaid, be drawn and made payable to the ſaid *T. B.* for or in reſpect of ſuch Intereſt or Dividends, and for him, and in his Name, to give all proper and neceſſary Receipts and Diſcharges for the ſame, or any Part thereof, and from Time to Time, during ſuch Joint Lives as aforeſaid, to indorſe the Name of him the ſaid *T. B.* upon all and every ſuch Warrant and Warrants, Draft and Drafts that ſhall be drawn by the ſaid Accomptant General, and payable to the ſaid *T. B.* for the Intereſt or Dividends of the ſaid 914*l.* 16*s.* *South-Sea* Annuities: **And whereas** Part of the ſaid 914*l.* 16*s.* *South-Sea* Annuities may, during ſuch Joint Lives as aforeſaid, be paid off and annihilated; **Now** the ſaid *T. B.* doth hereby for himſelf, his, &c. covenant, &c. to and with the ſaid *M. W.* his, &c. by theſe Preſents, that he the ſaid *T. B.* ſhall and will from Time to Time conſent and agree, and at his own Expence procure all ſuch Sums of Money, as ſhall at any Time, during ſuch Joint Lives as aforeſaid, be paid off by the ſaid *South-Sea* Company, for the Annihilation of any Part of the ſaid 914*l.* 16*s.* *South-Sea* Annuities, to be reinveſted and laid out again in *South-Sea* Annuities, **Upon the Truſts** aforeſaid; **And** after the ſame ſhall have been ſo re-inveſted and laid out again, ſhall and will aſſign unto, or otherwiſe impower the ſaid *M. W.* to receive the Intereſt, Dividends and Produce thereof, during ſuch Joint Lives as aforeſaid; **And** ſhall not, nor will at any Time, during ſuch Joint Lives as aforeſaid, revoke or make void ſuch new Power or Powers, Letter or Letters of Attorney, or theſe Preſents. **Provided always**, and it is hereby agreed and declared by and between the Parties to theſe Preſents, that in caſe the ſaid *T. B.* ſhall, at any Time after one Year from the Date hereof, be minded and deſirous to determine the ſaid Annuity, and ſhall thereof give ſix Months Notice in Writing, unto the ſaid *M. W.* or her Aſſigns; that then and in ſuch Caſe, on Re-payment of the ſaid 216*l.* and diſcharging all Arrears of the ſaid Annuity, and alſo the ſaid Annuity unto the then next Day of Payment, unto the ſaid *M. W.* or her Aſſigns, the ſaid Annuity ſhall ceaſe and be no longer paid or payable; any Thing herein before contained to the contrary thereof in any wiſe notwithſtanding. **In Witneſs**, &c.

T. B.'s Covenant, that if *South-Sea* Annuities during Joint Lives, be paid off by the Company, for Annihilation of ſaid 914*l.* 16*s.* that the ſame ſhall be again reinveſted upon the Truſts aforeſaid.

Not to revoke, &c.

A Power for making Annuity void in one Year's Time on *T. B.*'s paying, &c.

An Aſſignment of Annuity and Arrearages thereof to Truſtees, in order to alter the Property, and to veſt the ſame in Truſt for the Huſband.

THIS Indenture made, &c. **Between** the Reverend *J. H.* Doctor of Divinity, and one of the Prebendaries of the Collegiate Church of St. *Peter*, *Weſtminſter*, of the one Part, and the Right Honourable *T.* Lord *C. B.* of *H.* in the County of *B.* and Sir *C. C.* Knt. Maſter of the Ceremonies, of the other Part. **Whereas** by certain Articles of Agreement indented, bearing Date, &c. and made or, &c. between Sir *T. B.* (by the Name of, &c. of the firſt Part, Dame *M. B.* (by her then Name of *M. C.* Widow) of the ſecond Part, and *F. G.* and *R. P.* Eſq; of the third Part; *Reciting* that a Marriage was then intended to be ſhortly ſolemnized between the ſaid Sir *T. B.* and Dame *M. B.* and which was ſoon afterwards had and ſolemnized accordingly, the ſaid Sir *T. B.* in Conſideration thereof, and of the Marriage Portion of the ſaid Dame *M. B. Did* thereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant, &c. to and with the ſaid *F. G.* and *R. P.* their Executors and Adminiſtrators, that in caſe the ſaid intended Marriage ſhould take Effect, he the ſaid Sir *T. B.* ſhould and would before the End of *Eaſter*-Term then next inſuing the Date thereof, by Fine, Common Recovery, or by ſuch other good and ſufficient Conveyances and Aſſurances in the Law, as the ſaid *F. G.* and *R. P.* or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, or his or their Counſel, ſhould adviſe, well and ſufficiently grant, ſettle and aſſure *All* thoſe the Manors, Lands, Tenements and Hereditaments, and every Part and Parcel thereof, with their and every of their Appurtenances, lying and being in *B.* aforeſaid; **To the Uſe**, Intent and Purpoſe, that the ſaid Dame *M. B.* ſhould and might have and receive one Annuity or yearly Rent-Charge of 500*l.* of, &c. for and during the Term of her natural

Recital of Marriage Articles.

The Huſband covenants to levy a Fine, ſuffer Recovery, &c. for the ſettling an Annuity to the Wife in Bar of Dower.

Life, to be iſſuing out of the ſaid Premiſſes, free and clear of all Parliamentary and other Taxes and Aſſeſſments whatſoever, to be paid by quarterly Payments, *viz.* at the Feaſts of, *&c.* by even and equal Portions; the firſt of the ſaid Payments to be made at ſuch of the ſaid Feaſts as ſhould firſt happen after the Deceaſe of the ſaid Sir *T. B.* **Which** ſaid yearly Rent-Charge of 500*l. is thereby declared* to be for the Jointure of the ſaid Dame *M. B.* and as a full Recompence, and in Bar of ſuch Dower and Thirds, as ſhe might afterwards claim out of any the Manors, Lands, Tenements and Hereditaments of the ſaid Sir *T. B.* and for the better Recovery of the ſaid Annuity or yearly Rent-Charge of 500*l.* a Power of Diſtreſs and Entry is given to the ſaid Dame *M. B.* and her Aſſigns, in caſe of Non-payment: **And whereas** ſoon after the Execution of the ſaid recited Articles, the ſaid intended Marriage between the ſaid Sir *T. B.* and Dame *M. B.* was had and ſolemnized; but before any Settlement of the ſaid Premiſſes, chargeable with the ſaid Annuity or Rent-charge of 500*l. per Annum* was made by the ſaid Sir *T. B.* purſuant to his Covenant in the ſaid recited Articles, he the ſaid Sir *T. B.* departed this Life: **And whereas** the ſaid Dame *M. B.* did ſometime after intermarry with the ſaid Doctor *J. H.* and being now the Wife of the ſaid Doctor *J. H.* is ſtill living: **And whereas** by reaſon of divers large Mortgages and Incumbrances affecting the ſaid Premiſſes, ſo chargeable with the ſaid Annuity or yearly Rent-charge of 500*l.* the ſame Annuity or yearly Rent-charge of 500*l.* has not been duly paid unto the ſaid Dame *M. B.* ſince the Deceaſe of the ſaid Sir *T. B.* but has been left to run in very great Arrears: **And whereas** by a Decree made and pronounced in the High Court of Chancery, on or about the, *&c.* in a certain Cauſe there depending, wherein the ſaid Dame *M. B.* and others were Plaintiffs, and *P. P.* Eſq; and *M.* his Wife, and others, were Defendants, *It was (inter alia) ordered and decreed*, &c. **And whereas** ſeveral Accounts have been ſtated in Purſuance of the ſaid Decree, and by the laſt Report of —— there was due to the ſaid Doctor *J. H.* and the ſaid Dame *M.* his Wife, the Sum of 4527*l.* as by the ſaid Decree, Reports and Proceedings in the ſaid Cauſe may more fully appear: **And whereas** there is ſtill due and owing a very great Sum of Money to the ſaid Doctor *J. H.* and the ſaid Dame *M. B.* his Wife, for Arrears of the ſaid Annuity and other Sums of Money by virtue of the ſaid Decree, which are not yet liquidated by the ſtating of the Account and Report of the Maſter to whom the ſame ſtands referred: **Now this Indenture witneſſeth,** That to the Intent to veſt the abſolute Property and Power of Diſpoſition, **In Truſt** for the ſaid Doctor *J. H.* his Executors, Adminiſtrators and Aſſigns, of and in the ſaid Arrears of the ſaid Annuity and the Intereſt thereof, and of all and every Sum and Sums of Money, Debts, Duties and Demands, by virtue of the ſaid Decree, or any Proceedings in the ſaid Cauſe or otherwiſe, by reaſon of the Annuity or Rent-charge of 500*l. per Ann.* or other Demands whatſoever relating thereto, and for and in Conſideration of the Sum of 5*s.* of, *&c.* to the ſaid Doctor *J. H.* in Hand paid by the two Truſtees, *&c.* the Receipt, *&c.* he the ſaid Doctor *J. H.* **Hath** bargained, ſold, aſſigned, transferred and ſet over, and by, *&c.* unto the ſaid two Truſtees, their Executors, *&c.* **All** and ſingular the Arrears of the ſaid Annuity or yearly Rent-charge of 500*l.* and the Intereſt thereof, and all and ſingular other Sum and Sums of Money whatſoever, Debts, Duties and Demands by virtue of the ſaid Decree or any Proceedings in the ſaid Cauſe or otherwiſe, by occaſion of the ſaid Annuity or Rent-charge of 500*l. per Ann.* or other Demands whatſoever relating thereto, due and owing unto the ſaid Doctor *J. H.* and Dame *M. B.* his Wife, or either of them, on the Day of the Date hereof, whether the Accounts thereof be ſtated or not, together with all ſuch Intereſt which ſhall from henceforth accrue and become due for the ſame reſpectively; and all the Eſtate, Right, Title, Intereſt, Property, Claim and Demand whatſoever of him the ſaid Doctor *J. H.* of, in and to the ſame and every or any Part or Parcel thereof; **To have and to hold,** receive, take and enjoy the ſaid Arrears of the ſaid Annuity or yearly Rent-charge of 500*l.* and all and ſingular other the Premiſſes herein before bargained, ſold and aſſigned from henceforth unto the ſaid two Truſtees, their Executors, *&c.* **In Truſt nevertheleſs** for the ſaid Doctor *J. H.* his Executors, Adminiſtrators and Aſſigns, and to and for no other Uſe, Truſt, Intent or Purpoſe whatſoever. **And this Indenture further witneſſeth,** That to the Intent, the Property of Diſpoſition of the ſaid Annuity or Rent-charge, and the Intereſt thereof that may hereafter become due during the Coverture between him and his ſaid Wife, may be abſolutely veſted in Truſt for the ſaid Doctor *J. H.* his Executors, Adminiſtrators and Aſſigns, and for and in Conſideration of the Sum of 5*s. &c. (as above)* he the ſaid Doctor *J. H.* **Hath** bargained, *&c.* unto the ſaid two Truſtees, their Executors, *&c.* **The** ſaid Annuity or yearly Rent-charge of 500*l.* and the Intereſt thereof which ſhall from henceforth grow due, and all the Eſtate, Right, Title, *&c.* **To hold** the ſaid Annuity or yearly Rent-charge, *&c.*

The Marriage; before Annuity ſettled the Huſband died.

The Widow's Marriage Incumbrances.

Arrears.

Decree.

Report.

Arrears ſtill due, and other Monies decreed.

An

An Aſſignment of an Annuity, payable out of a Salary which the Aſſignor is intitled to during his Majeſty's Pleaſure.

TO all Perſons, &c. The Right Honourable *W. A.* Earl of *A.* ſendeth Greeting. **Whereas** the ſaid Earl (as one of the Lords of his preſent Majeſty's Bed Chamber), is intitled to have and receive, during his ſaid Majeſty's Pleaſure, a Salary or yearly Sum of 1000*l.* **Now know ye, and theſe Preſents witneſs**, That for and in Conſideration of the Sum of 5*s.* of, *&c.* to the ſaid *W. A.* Earl of *A.* in Hand paid by *J. R.* of, *&c.* Eſq; at, *&c.* the Receipt, *&c.* and for divers other, *&c.* **He** the ſaid *W. A.* Earl of *A.* **Hath** aſſigned, transferred and ſet over, and by theſe Preſents, **Doth** aſſign, *&c.* unto the ſaid *J. R.* his Executors, Adminiſtrators and Aſſigns, **One** annual or yearly Sum of 200*l.* of, *&c.* (being Part of the ſaid Salary or yearly Sum of 1000*l.* payable to the ſaid Earl by Virtue of his Majeſty's Warrant, or by Direction of the Lords Commiſſioners of his Treaſury), and all the Right, Title, Intereſt, Property, Claim and Demand whatſoever or howſoever, of him the ſaid Earl of *A.* in and to the ſaid hereby aſſigned yearly Sum of 200*l.* and every Part and Parcel thereof; **To have**, hold, receive, take and enjoy, the ſaid hereby aſſigned yearly Sum of 200*l.* unto the ſaid *J. R.* his Executors, Adminiſtrators and Aſſigns, from henceforth, as and for his and their own proper Monies, when and as the ſame ſhall become due and payable, for and during the natural Life of the ſaid Earl, and his continuing one of the Lords of his Majeſty's Bed-Chamber; **And** for the better enabling the ſaid *J. R.* his Executors, Adminiſtrators and Aſſigns, to receive the ſaid yearly Sum of 200*l.* hereby aſſigned to and for his and their own Uſe and Benefit, **He** the ſaid Earl of *A.* **Hath**, and by, *&c.* **Doth** nominate, ordain, conſtitute and appoint, and in his Place and Stead depute and put the ſaid *J. R.* his Executors, Adminiſtrators and Aſſigns, the true and lawful Attorney and Attornies, Aſſignee and Aſſignees, irrevocable of him the ſaid Earl, and in his Name, (but to and for the only Uſe and Benefit of his Executors, Adminiſtrators and Aſſigns,) to aſk, demand and receive the ſaid hereby aſſigned yearly Sum of 200*l.* of and from all and every Perſon or Perſons, who are or ſhall be liable to pay the ſame; and upon Receipt thereof, or any Part thereof, to make and give ſuch Acquittances, Receipts and Diſcharges for the ſame as ſhall be neceſſary and ſufficient for that Purpoſe. **In Witneſs** whereof he the ſaid Earl hath hereunto ſet his Hand and Seal this——Day of——in the Year of our Lord——.

II. Concerning **Apprentices.**

An Aſſignment of an Indenture of Apprenticeſhip.

Recital of Indenture of Apprenticeſhip.

THIS Indenture made, *&c.* **Between** *C. H.* of,—— of the one Part, and *S. W.* of—— of the other Part. **Whereas** *H. P.* Son of *J. P.* late of—— by his Indenture of Apprenticeſhip, bearing Date, *&c.* became the Apprentice of the ſaid *C. H.* for the Term of ſeven Years, commencing from the Date thereof; as by the ſaid Indenture, Relation,

Conſideration.

&c. **Now this Indenture witneſſeth**, That the ſaid *C. H.* for divers good Cauſes and Conſiderations, him hereunto moving, and by and with the Deſire and Conſent of the ſaid *H. P.* the Apprentice, (teſtified by his Signing and Sealing theſe Preſents), **Hath** aſſigned, transferred and turned over, and by, *&c.* **Doth**, *&c.* unto the ſaid *S. W.* the ſaid *H. P.* the Apprentice, and the ſaid Indenture of Apprenticeſhip, and all the Right, Title, Intereſt, Term, Service, Benefit, Claim and Demand whatſoever, of him the ſaid *C. H.* of, in, or unto the ſaid Apprentice, by Force and Virtue of the ſaid recited Indenture or otherwiſe howſoever; **To have and to hold** the ſaid Apprentice, and the ſaid Indenture of Apprenticeſhip, Right, Title, Intereſt, Benefit and Service, hereby aſſigned unto the ſaid *S. W.* his Executors, Adminiſtrators and Aſſigns, from henceforth, for and during all the Reſidue and Remainder now to come and unexpired of the ſaid Apprenticeſhip or Term of ſeven Years aforeſaid; and that in as ample and beneficial Manner and Form to all Intents and Purpoſes whatſoever as he the ſaid *C. H.* might, could or ought to have held and kept the ſaid Apprentice by force and virtue of the ſaid recited Indenture or otherwiſe howſoever; (**Under** and ſubject nevertheleſs to the Covenants and Agreements therein on the Part of the ſaid *C. H.* to be done and performed); **And** the ſaid *S. W.* doth for himſelf, his Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *C. H.* his Executors and Adminiſtrators by theſe Preſents, that he the ſaid *S. W.* his Executors and Adminiſtrators, ſhall and will well and truly obſerve, perform, fulfil and keep the Covenants and Agreements in the ſaid recited Indenture of Apprenticeſhip, on the Part and Behalf of the ſaid *C. H.* to be done and performed.

Covenant to perform the Covenants in the Indenture of Apprenticeſhip.

It may be made ſhort, thus;

TO all, &c. **Whereas** *T. H.* by his Indenture, *&c.* hath put *R. H.* his Son, an Apprentice to me the ſaid *A. B.* to learn, *&c.* as in, *&c.* **Know ye,** That I the ſaid *A. B.* **Have,** &c. **To have and to hold,** &c. now to come, **He** finding to the ſaid Apprentice, Meat, *&c.* and all other Neceſſaries during the ſaid Term, and teaching and inſtructing him in the Art aforeſaid, as I *A. B.* am bound and obliged according to the Tenor of the ſaid Indenture. **In Witneſs,** &c.

And this Indemnity of the Aſſignor may be added.

AND of and from the ſaid recited Indentures of Apprenticeſhip, and all Covenants, Matters and Things therein by the ſaid *A. B.* to be done and performed; and all Actions, Suits, Coſts, Charges, Payments, Troubles and Damages by Reaſon thereof, at all Times hereafter ſhall and will indemnify and ſave harmleſs him the ſaid *A. B.* his, *&c.* and his and their Goods and Eſtate.

Another.

TO all, &c. I *R. C.* of —— ſend Greeting. **Whereas** my Apprentice *A. B.* has certain Years yet to come and unexpired of his Apprenticeſhip, to wit, —— whole Years from —— laſt paſt, as by his Indenture of Apprenticeſhip, bearing Date, *&c.* doth appear: **Now know ye,** that I the ſaid *R. C.* for divers good, *&c.* me hereunto moving, **Have** given, granted, aſſigned and ſet over, and by, *&c.* **Do** fully, freely and abſolutely give, *&c.* unto *F. J.* of ——, his, *&c.* **All** Right, Title, Duty, Term of Years to come, Service and Demand whatſoever, which I the ſaid *R. C.* have, in, or to the ſaid *A. B.* or which I may or ought to have in him by force and virtue of the ſaid Indenture of Apprenticeſhip: **And moreover** I the ſaid *R. C.* do by theſe Preſents, covenant, promiſe and agree, to and with the ſaid *F. J.* his, *&c.* that notwithſtanding any Thing by me the ſaid *R. C.* to be done to the contrary, the ſaid *A B.* ſhall, during the ſaid Term of —— Years, well and truly ſerve the ſaid *F. J.* as his Maſter, and his Commandments lawfully and honeſtly do, and from his Service ſhall not abſent himſelf Day nor Night during the Term aforeſaid. **Provided** that the ſaid *F. J.* ſhall well intreat and uſe the ſaid *A. B.* finding him Meat, Drink, *&c.* and all other Neceſſaries during the ſaid Term. **In Witneſs,** &c.

Another, wherein the Maſter not only aſſigns the Apprenticeſhip, but the Apprentice binds himſelf to the Aſſignee, and covenants to ſerve him faithfully, &c. *and the Maſter covenants to find Meat,* &c. *and to inſtruct the Apprentice, and when out of his Time to pay him a Sum to buy him Neceſſaries, with a Proviſo to make the Aſſignment void in caſe of his abſenting himſelf from his Maſter's Buſineſs.*

THIS **Indenture** made, *&c.* **Between** *J. C.* Citizen and B. of *London* and *T. G.* (the now Apprentice of the ſaid *J. C.*) of the one Part, and *E. C.* of, *&c.* B. of the other Part. **Whereas** the ſaid *T. G.* by his Indenture of Apprenticeſhip, bearing Date, *&c.* **Hath** thereby put and bound himſelf as an Apprentice to ſerve the ſaid *J. C.* for the Term of ſeven Years from the Date thereof, in ſuch Manner as therein is mentioned, as by the ſaid Indenture more fully may apper: **And whereas,** for the Conſiderations herein after mentioned, **It is hereby mutually agreed** between all the Parties hereto, that the ſaid *E. C.* from henceforth ſhall be intitled to and have all Benefit and Profit of the future Service of the ſaid *T. G.* during the now Reſidue of his ſaid Apprenticeſhip: **Now theſe Preſents witneſs,** That in Purſuance of the ſaid Agreement, and to the Intent that the ſaid *T. G.* may be further improved in the Art or Trade of a B. and alſo for and in Conſideration of the Sum, of, *&c.* to the ſaid *J. C.* in Hand paid by the ſaid *E. C.* at or before the executing hereof, and for other good Conſiderations, **He** the ſaid *J. C.* (by and with the free Conſent of the ſaid *T. G.* teſtified by his executing hereof), **Hath** and by theſe Preſents (as much as in him lieth) **Doth** give, aſſign, transfer and ſet over unto the ſaid *E. C.* all and all Manner of Benefit, Profit and Advantage whatſoever, which from henceforth can, ſhall or may be had or obtained, or made by virtue of any future Service of the ſaid *T. G.* during all the now Reſidue of his ſaid ſeven Years Apprenticeſhip, and alſo all the Right, Intereſt Property, Benefit, Claim

Recital of Indentures.

Agreement for Aſſignment.

The Maſter's Aſſignment.

Claim and Demand whatsoever of him the said *J. C.* of, in or to any such future Service of the said *T. G.* by virtue of the said recited Indenture, together with all Benefit and Advantage whatsoever, or otherwise howsoever: **And these Presents further witness,** That for the Considerations before, and herein after mentioned, he the said *T. G.* (by and with the Direction and Consent of the said *J. C.* testified also by his executing hereof), **Doth** hereby bind himself truly to serve the said *E. C.* for the now Residue of the said seven Years; **And** doth hereby covenant with the said *E. C.* that the said *T. G.* shall and will from henceforth to the utmost of his Power, well, faithfully, diligently and honestly serve him the said *E. C.* during all the now Residue of his said seven Years Apprenticeship, and that in every Respect as an honest Apprentice ought to do and perform: **And these Presents further witness,** and the said *E. C.* in Consideration of such Service as aforesaid to be by him the said *T. G.* done and performed, **Doth** hereby covenant to and with the said *T. G.* in Manner as follows, *viz.* That he the said *E. C.* during all the now Residue of the said Term, shall find and provide the said *T. G.* with Meat, Drink, Washing and Lodging; **And also** use his utmost Endeavours to teach and further instruct the said *T. G.* in the said Art or Trade of a B. **And further,** That he the said *E. C.* shall and will well and truly pay or cause to be paid unto the said *T. G.* the full Sum of *6l. 6s.* within one Month next after the End of his said Apprenticeship, which will expire on the, &c. to buy him Cloaths and what other Necessaries he shall think fit. **Provided always,** and it is hereby expressly agreed between all the Parties hereto, That in case he the said *T. G.* shall not serve out the Residue of his said Apprenticeship with the said *E. C.* in Manner as aforesaid, according to the true Intent and Meaning of these Presents, or that if he the said *T. G.* shall at any Time absent himself from the Service of the said *E. C.* for the Space of two Days, (without the Consent of the said *E. C.*) then in any such case *these Presents and every Covenant, Matter and Thing herein before contained shall be absolutely null and void*; any Thing herein contained to the contrary notwithstanding. **And lastly,** for true Performance, &c. (*Penalty.*) **In Witness,** &c.

The Apprentice binds himself to the Assignee, and covenants to serve faithfully, &c.

The new Master covenants to find Meat, Drink, Washing and Lodging, and teach the Apprentice, and pay him Money at the Expiration of his Apprenticeship to buy him Necessaries.

Proviso that if the Apprentice absents himself, these Articles to be void.

An Assignment of an Indenture of Apprenticeship, in Consideration of finding Victuals, &c. according to the Custom of London, *&c. with a Covenant to endeavour to procure the Apprentice's Freedom.*

To all Persons to whom, &c. *J. H.* Citizen and Vintner of *London*, sendeth Greeting. **Whereas** *J. B.* (Son of *H. B.* late of, &c. deceased) by his Indenture of Apprenticeship, dated the, &c. **Hath** bound himself to the said *J. H.* as an Apprentice, him to serve from the Date thereof, for and during the Term of seven Years, in such Manner as therein mentioned, as by the said Indenture more fully may appear: **Now these Presents witness,** That in Consideration *J. B.* of *London*, Merchant, hath agreed from the Date hereof to find and provide the said *J. B.* with Meat, Drink, Lodging, Apparel, and all other Necessaries, according to the Custom of the City of *London*, during the Residue of the said Term of seven Years, and to indemnify the said *J. H.* therefrom, and also for other good Considerations him thereunto moving, **He** the said *J. H.* (at the Request of, and by and with the Consent and Approbation of the said *J. B.* testified by his subscribing his Name as Witness hereto) **Hath,** and by these Presents, as much as in him lies, **Doth** freely, clearly and absolutely assign, transfer and set over, unto the said *J. B.* his Executors, Administrators and Assigns, **As well** the said recited Indenture, and all Benefit whatsoever to be had or made thereof, **As also all** the Right, Interest, Property, Profit, Advantage, Claim and Demand whatsoever or howsoever, to arise or be had or made to him the said *J. H.* from henceforth, of the Service of him the said *J. B.* during the now Residue of the said Term of seven Years, by Force, Virtue or Means of his said Indenture of Apprenticeship, or otherwise howsoever; **And** he the said *J. H.* **Doth** hereby for himself, his Executors and Administrators, covenant, promise and agree to and with the said *J. B.* his Executors, Administrators and Assigns, that he the said *J. H.* his Executors or Administrators, at the End of the said seven Years, shall and will at the Request and Charge of the said *J. B.* use his utmost Endeavours to obtain and procure the said *J. B.* to be made a Freeman, as well of the Vintners Company in the said City of *London*, as also of the same City. **In Witness** whereof the said *J. H.* hath hereunto set his Hand and Seal, this —— Day of, &c.

Recital of Indentures.

Consideration of finding Victuals, &c. according to the Custom of *London*.

An Assignment of an Assignment of an Apprentice, wherein the now Assignor releases his Right to the Assignee, and the Apprentice covenants to serve; with other Covenants as to finding Clothes, &c.

THIS Indenture Tripartite made the, *&c.* Between *T. H.* of, *&c.* Butcher, and *J. T.* his now Apprentice, of the first Part, *E. C.* of, *&c.* Butcher, of the second Part, and *R. W.* of, *&c.* Widow, of the third Part. Whereas by a certain Indenture or Instrument in Writing, dated, *&c.* the said *J. T. Did* thereby put and bind himself as an Apprentice duly to serve to *N. H.* Glover, from the Date thereof for the Term of seven Years; And whereas by an Indorsement made thereon dated, *&c.* the said *J. T.* by the Consent of the said *N. H. Did* thereby bind himself to the said *T. H.* as an Apprentice for the Term of six Years and three Months, being the then Remainder of his seven Years Apprenticeship: Now these Presents witness, That the said *T. H.* for good Considerations him thereunto moving, Hath, and by these Presents Doth, by and with the Consent of the said *J. T.* (testified by his Executing thereof) assign, transfer and set over unto the said *E. C.* his Executors and Assigns, the above recited Indenture or Instrument, and all Benefit, Profit and Advantage whatsoever, which from henceforth can, shall or may be had or made by virtue of any Service of the said *J. T.* And the said *T. H.* Doth hereby remise, release and for ever quit-claim unto the said *E. C.* his Executors and Assigns, All the Right and Interest, Term of Years, Property and Demand whatsoever of the said *T. H.* of, in or to the Service of the said *J. T.* or of, in or to any Profit or Advantage whatsoever to arise or be had or made thereby by virtue of the same Instrument, or otherwise howsoever; And the said *J. T.* in Consideration that he may be fully instructed in the Trade of a Butcher, and also that the said *E. C.* is to find and provide him with Meat, Drink, Washing, Lodging and all Apparel, (except Stockings and Shirts) during the said four Years, Doth by these Presents (by and with the Consent of the said *T. H.* testified also by his executing hereof) voluntarily and of his own free Will and Accord, covenant and bind himself unto the said *E. C.* his Executors and Assigns, for and as an Apprentice, in all Respects duly to serve, according to the Purport of the before recited Indenture or Instrument, from the Date hereof, for and during the Residue of the said Term of four Years from thence next ensuing: And the said *E. C.* in Consideration of such Service to be so performed, Doth hereby covenant to and with the said *R. W.* her Executors and Assigns, That he the said *E. C.* his Executors and Assigns, shall and will use his utmost Endeavours to teach and instruct him the said *J. T.* in the Trade of a Butcher; and also that he and they, at his and their Charge, shall and will find and provide the said *J. T.* with Meat, Drink, Washing, Lodging, and all Apparel, (except Stockings and Shirts;) And also before the End of the said four Years (on his the said *J. T.*'s good Behaviour) give to him the said *J. T.* a new Suit of Clothes; And the said *R. W.* Doth hereby covenant to and with the said *E. C.* his Executors and Assigns, that she the said *R. W.* her Executors and Assigns, at her and their Charge, during all the said Term of four Years, shall and will find and provide the said *J. T.* with Stockings and Shirts proper and convenient: And each of the Parties hereto for true Performance of each Party's Part to be paid and performed, do and doth hereby bind themselves to each other in the penal Sum of 5*l.* firmly by these Presents. In Witness, &c.

Apprentice to a Glover turned over to a Butcher, who now assigns him to another Butcher,

and releases his Service, *&c.*

The Apprentice covenants and binds himself to his new Master.

The new Master covenants to instruct him, and find him Victuals, *&c.* and some Clothes.

A Friend of the Apprentice to find other Clothes.

Penalty.

An Agreement on cancelling the above Assignment.

WE the above named *E. C. R. W.* and *J. T.* Do hereby agree and declare, that the above mentioned Articles, and all and every the Articles, Covenants, Clauses, Conditions and Agreements therein contained, shall from henceforth be null, void and of no Effect; any Law, Usage, Custom, or otherwise whatsoever to the contrary thereof notwithstanding. As witness our Hands this —— Day of, *&c.*

An Assignment of an Apprentice who had absented, whereby (in Pursuance of an Agreement) he is assigned over; and he covenants to serve the Time in the Indentures, and a further Time; with Variety of special Covenants.

THIS Indenture, &c. made, *&c.* Between *N. T.* of *London*, Taylor, *R. W.* of, *&c.* Taylor, and *W. H.* of *London*, Packer, and *E. H.* his Brother. Whereas by Indenture dated, *&c.* the above named *E. H.* is bound as an Apprentice to the said *N. T.* for the Term of seven Years, from the Date of the said Indenture, of which Time there is now to come about three Years and seven Months; And whereas the said *E. H.* having some Part

Bound Time to come.

Absence and Differences.

Part of his Term abſented himſelf from the Service of the ſaid *N. T.* and ſome Differences
Agreements. having happened between them, **It is agreed**, upon the Conſiderations and Covenants herein after mentioned, That the ſaid *E. H.* ſhall ſerve the Remainder of the ſaid ſeven Years with the ſaid *R. W.* And he the ſaid *E. H.* hath further agreed to ſerve the ſaid *R. W.* after the Expiration of the ſaid Term of ſeven Years, a further additional Term of about 17 Months, which in the whole, from the Date hereof, is to complete and make up the ſame to a Term of
Aſſignment. five Years: **Now theſe Preſents witneſs**, That the ſaid *N. T.* in Conſideration that the ſaid *R. W.* from the Date hereof, is to find and provide the ſaid *E. H.* with all Things needful and neceſſary as a Servant, and thereof and therefrom to ſave harmleſs and indemnified the ſaid *N. T.* as alſo of teaching him the Trade of a Taylor, and alſo for and in Conſideration of the Sum of 5*l.* of lawful Money, covenanted to be paid him as herein after is mentioned, by the ſaid *W. H.* and for other valuable Conſiderations him moving, **Hath**, (by and with the Conſent of the ſaid *W.* and *E. H.* teſtified by their ſigning and ſealing hereof) aſſigned, tranſferred and ſet over, and by, *&c.* **Doth**, &c. unto the ſaid *R. W.* the ſaid recited Indenture of Apprenticeſhip, and all the Right, Title, Intereſt, Advantage, Service, Command and Demand whatſoever, which the ſaid *N. T.* now hath, may, might, or of Right ought to have by virtue of the ſaid recited Indenture, or otherwiſe howſoever; to have, hold and enjoy the ſame, unto the ſaid *R. W.* his Executors, Adminiſtrators and Aſſigns, from the Day of the Date of theſe Preſents, for and during all the Reſidue and Remainder now to come and unexpired of the ſaid Term of ſeven Years, in as full and ample Manner, to all Intents and Purpoſes whatſoever, as he the ſaid *N. T.* could or might have enjoyed the ſame, in caſe theſe
The Apprentice binds himſelf to the Aſſignee. Preſents had not been made; **And** the ſaid *E. H.* by and with the Conſent of his ſaid Brother *W.* teſtified as aforeſaid, doth hereby covenant and bind himſelf to the ſaid *R. W.* his Executors, Adminiſtrators and Aſſigns, for ſuch further Term of about 17 Months, as ſhall immediately from and after the Expiration of the ſaid Term of ſeven Years, make the full and complete Term of five Years; And that he the ſaid *E. H.* during all the ſaid five Years ſhall not, without the Conſent of the ſaid *R. W.* abſent himſelf from his Service, either by Day or Night; and alſo ſhall and will faithfully, diligently and honeſtly, during the ſaid five Years, ſerve the ſaid *R. W.* and all his lawful Orders and Commands do, obſerve and perform in all Reſpects to his utmoſt, as an honeſt faithful Servant ought to do: **And** the ſaid *R. W.* for
The new Maſter covenants with the old Maſter to find Meat, *&c.* himſelf, his, *&c.* doth hereby covenant and agree to and with the ſaid *N. T.* his Executors and Adminiſtrators in Manner following, *viz.* That he the ſaid *R. W.* ſhall and will, during all the Remainder of the ſaid ſeven Years now to come, find and provide the ſaid *E. H.* with Meat, Drink, Waſhing, Lodging, Apparel, (Linen excepted) and all other Neceſſaries, needful and requiſite for a Servant, as uſual, and thereof and therefrom ſhall ſave, keep harmleſs and indemnified the ſaid *N. T.* his, *&c.* and alſo ſhall uſe his Endeavours to teach and
and to inſtruct, *&c.* and with the Apprentice as to further Time. inſtruct, or cauſe to be taught and inſtructed, the ſaid *E. H.* in the Trade of a ———: **And** the ſaid *R. W.* doth likewiſe covenant with the ſaid *E. H.* that he the ſaid *R. W.* ſhall, during the ſaid additional Term of 17 Months, to commence as aforeſaid, find and provide him the ſaid *E. H.* with all Things needful and requiſite, as uſual, in Manner as afore-mentioned: **And**
The old Maſter covenants that after all ſuch Servitude, to endeavour to get the Apprentice's Freedom. the ſaid *N. T.* for himſelf, *&c.* doth hereby covenant and agree to and with the ſaid *E. H.* that when he the ſaid *E. H.* ſhall have duly ſerved the ſaid *R. W.* his Executors or Aſſigns, the ſaid full Term of five Years, in Manner as aforeſaid, that then he the ſaid *N. T.* his Executors, Adminiſtrators or Aſſigns, ſhall and will (at the Requeſt, Coſts and Charges of the ſaid *E. H.*) uſe his utmoſt Power and Endeavour to cauſe and procure the ſaid *E. H.* to be made a Freeman of the City of *London*, and of the Company of Merchant-Taylors, as tho' he the ſaid *E. H.* had actually ſerved him the ſaid *N. T.* all the ſaid Term of ſeven Years, purſuant to the ſaid recited Indenture: **And** the ſaid *W. H.* for himſelf, his Executors and Ad-
Apprentice's Friend covenants to find Clothes, and in caſe the Apprentice ſhall abſent himſelf, to pay a Sum of Money to the new Maſter, miniſtrators, doth by theſe Preſents covenant and agree to and with the ſaid *R. W.* his Executors, Adminiſtrators and Aſſigns, That he the ſaid *W. H.* ſhall and will, during all the ſaid five Years, find and provide the ſaid *E.* his Brother with Shirts, Neckcloths, and other Linen proper; And alſo in caſe he the ſaid *E. H.* ſhall not from the Date hereof well and faithfully ſerve the ſaid *R. W.* his Executors, Adminiſtrators and Aſſigns, during the ſaid Term of five Years, or in caſe he the ſaid *E. H.* ſhall during that Term abſent himſelf from his Service, either by Day or Night, without the Privity or Conſent of the ſaid *R. W.* that then he the ſaid *W. H.* his Heirs, Executors, Adminiſtrators or Aſſigns, ſhall pay, or cauſe to be paid,
and to pay the old Maſter 20*s. per Ann.* in Conſideration of the Premiſſes. unto the ſaid *R. W.* his Executors, Adminiſtrators or Aſſigns, the full Sum of 30*l.* of lawful Money of *Great Britain*; **And** for the true Performance hereof, the ſaid *W. H.* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, bind and oblige himſelf to the ſaid *R. W.* his Executors, Adminiſtrators and Aſſigns, in the penal Sum of 60*l.* of lawful Money, firmly by theſe Preſents; **And** the ſaid *W. H.* for the Conſiderations above mentioned, doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant and agree to and with the ſaid *N. T.* his Executors and Aſſigns, that he the ſaid *W. H.* his Heirs, Executors or Adminiſtrators,

miniſtrators, ſhall and will pay, or cauſe to be paid, unto the ſaid *N. T.* his Executors, Adminiſtrators or Aſſigns, the full Sum of 5*l.* of lawful Money, by five yearly Payments, at 20*s.* each, in Manner following, *viz.* 20*s.* the firſt Payment on *Michaelmas-Day* next, and ſo 20*s.* yearly on every *Midſummer-Day* ſucceſſively, until the ſaid 5*l.* ſhall be fully paid, the laſt of which Payments to be at *Midſummer* ——. And for the true Performance of which ſeveral Payments aforeſaid on the reſpective Days aforeſaid, he the ſaid *W. H.* doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, bind and oblige himſelf to the ſaid *N. T.* his Executors, Adminiſtrators and Aſſigns, in the Penalty of 10*l.* firmly by theſe Preſents. **In Witneſs**, &c.

An Aſſignment of two Apprentices.

To all, &c. I *A. N.* Citizen, *&c.* ſend, *&c.* **Whereas** my Apprentices *J. S.* and *G. R.* have certain Years yet to come and unexpired of their ſeveral Apprenticeſhips, to wit, the ſaid *J. S.* one whole Year and a Half, from the Feaſt of, *&c.* laſt paſt, and the ſaid *R. G.* the Space of two Years and a Half, from the ſaid Feaſt, as by their ſeveral Indentures thereof unto me the ſaid *A. N.* made and ſealed at large it doth and may appear: **Now know ye**, That I the ſaid *A. N.* for divers, *&c.* and the rather for that it ſtands with the good Liking and Pleaſure of my ſaid Apprentices, **Have** given, granted, aſſigned and ſet over, and by theſe Preſents **Do**, *&c.* unto my well beloved Friend *R. H.* Citizen and H. of *London*, **All** ſuch Right, *&c.* which I the ſaid *J. N.* have of, in and to the ſaid *J. S.* and *R. G.* my ſaid Apprentices, or which I might or ought to have of and in them or either of them, by Force and Virtue of the above recited Indentures of Apprenticeſhips, that is to ſay, the true and faithful Service of *J. S.* for and during the Space of one whole Year and a Half from, *&c.* aforeſaid; and the like honeſt and dutiful Service of *R. G.* for and during the Time and Space of two whole Years and a Half, *&c.* from the Feaſt-Day as is afore declared; **Giving** and by theſe Preſents granting unto the ſaid *C. B.* my full Power and lawful Authority for the having, keeping and enjoying of my ſaid Apprentices, during the Times before mentioned and not expired; **And moreover**, the ſaid *A. N.* doth by theſe Preſents covenant, promiſe and grant, to and with the ſaid *C. B.* his, *&c.* that the ſaid *J.* and *G.* my Apprentices ſhall, during their ſeveral Times, well and truly ſerve the ſaid *C. B.* as their Maſter, and his Commandments lawful and honeſt every where ſhall do, and from the Service of him, they, nor either of them, ſhall not be abſent or prolong himſelf by Day or Night, during the ſaid ſeveral Terms of their aforeſaid Apprenticeſhips yet to come and unexpired; **Provided** that he the ſaid *C. B.* their Maſter ſhall well intreat and uſe the ſaid *J.* and *G.* as becometh Apprentices in ſuch Caſe to be uſed, finding unto them, and either of them, Meat, *&c.* and all other Neceſſaries during the ſaid Term. **In Witneſs**, &c.

Years to come.

Aſſignment.

Power.

Covenant for faithful Service.

The Maſter to uſe them well, and find them Neceſſaries.

An Aſſignment of an Indenture of Apprenticeſhip by the Executor of the deceaſed Maſter.

To all People to whom, *&c.* I *S.* of, *&c.* Gent. Executor of the laſt Will and Teſtament of *R. D.* of, *&c.* Ironmonger, deceaſed, ſend Greeting. **Whereas** *A. B.* (Son of *C. B.* of, *&c.*) *Did* of his own free and voluntary Will, by and with the Advice and Conſent of the ſaid *C.* his ſaid Father, teſtified, *&c.* by his Indenture of Apprenticeſhip, bearing Date, *&c.* put himſelf Apprentice to the ſaid *R. D.* the Science, Art, Trade or Myſtery of an Ironmonger, which he the ſaid *R. D.* then uſed, to be taught and inſtructed, and him the ſaid *R. D.* after the Manner of an Apprentice to ſerve from the Day next before the Date of the ſaid recited Indentures, for and during and unto the full End and Term of ſeven Years from thence next enſuing, and fully to be compleat and ended; as in and by the ſaid recited Indentures of Apprenticeſhip it doth and may appear: **And whereas** the ſaid *R. D.* on or about the, *&c.* departed this Life, having firſt made his laſt Will and Teſtament in Writing, and thereby appointed me the ſaid *S. B.* ſole Executor thereof; as in and by the ſaid laſt Will and Teſtament it doth and may appear: **And whereas** the ſaid *A. B.* hath already ſerved four Years, (Part of the ſaid Term of ſeven Years) **And** that the ſaid *A. B.* may ſerve out the Remainder of the ſaid Term of his Apprenticeſhip, and be fully taught and inſtructed in the ſaid Myſtery, Art or Trade of an Ironmonger, according to the Contents of the ſaid Indentures; **Know ye** therefore, that I the ſaid *S. B.* at the Requeſt of the ſaid *A.* and by and with the Advice and Conſent of the ſaid *C. B.* his ſaid Father, teſtified by their executing hereof, and for divers other good Cauſes and valuable Conſiderations me hereunto moving, **Have** granted, aſſigned and ſet over, and by theſe Preſents **Do** fully and abſolutely grant, aſſign and

Recital of being bound.

Maſter's Death.

Executor appointed.

Time ſerved.

Aſſignment.

ſet over unto *S. P.* of, *&c.* Ironmonger, **All** ſuch Right, Title, Duty, Term of Years yet to come, Service and Demand whatſoever, which I the ſaid *S. B.* have or hath in or to the ſaid *A. B.* or which I may or ought to have in him by force and virtue of the ſaid Indenture of Apprenticeſhip, as being Executor to him the ſaid *R. D.* as aforeſaid: **And moreover**, I the ſaid *S. B.* **Do** by theſe Preſents covenant, promiſe and agree, to and with the ſaid *S. P.* his Executors and Aſſigns, that notwithſtanding any Matter or Thing by me the ſaid *S. B.* already done or to be done hereafter to the contrary, the ſaid *A. B.* ſhall as an Apprentice for and during the Space and Term of three Years from the Date of theſe Preſents, (being the Remainder of the ſaid Term of ſeven Years) well and truly ſerve the ſaid *S. P.* as his Maſter, and his Commands lawful and honeſt ſhall do, and from his Service ſhall not abſent himſelf Day or Night during the ſaid Term of three Years, (Remainder of the ſaid Term of ſeven Years as aforeſaid); **The** ſaid *C. B.* during the ſaid Term finding and providing for the ſaid *A. B.* his ſaid Son ſufficient Wearing Apparel of all Sorts fitting for ſuch Apprentice. **And** the ſaid *S. P.* for himſelf, his Executors and Adminiſtrators, **Doth** hereby covenant, promiſe, grant and agree, to and with the ſaid *C. B.* his Executors and Adminiſtrators, that he the ſaid *S. P.* his ſaid Apprentice, the ſaid Art, Science, Trade or Myſtery of an Ironmonger, which he now uſeth, ſhall and will not only well and ſufficiently teach and inform, or cauſe to be taught and informed, the beſt way that he may or can, but alſo ſhall and will find and provide for him the ſaid *A. B.* his ſaid Apprentice with Meat, Drink, Waſhing and Lodging, meet and convenient for ſuch Apprentice during the ſaid Term of three Years, Reſidue and Remainder of the ſaid Term of ſeven Years. **In Witneſs**, &c.

Covenant to ſerve the Aſſignee,

he finding Apparel,

Maſter's Covenant to teach the Apprentice, and find Victuals, *&c.*

III. Of Articles of Agreement.

An Aſſignment of Articles of Agreement for the Sale of Timber, and the Money ariſing therefrom for the Payment of Debts in a Schedule:

THIS Indenture Tripartite, made, *&c.* **Between** *A. B.* of, *&c.* of the firſt Part, *C. D.* of, *&c.* and *E. F.* of, *&c.* of the ſecond Part, and *G. H.* of, *&c. J. K. &c.* of the third Part. **Whereas** by Articles of Agreement indented, bearing Date, *&c.* made, *&c.* *Between* the ſaid *A. B.* of the one Part, and *K. E.* of, *&c.* of the other Part, *It is witneſſed*, that the ſaid *A. B.* for the Conſideration therein after mentioned, *Did* grant, *&c.* unto the ſaid *K. E. All* the Merchantable Oak Timber then ſtanding and growing in, *&c. In Conſideration* whereof the ſaid *K. E. Did* thereby for himſelf, his Executors and Adminiſtrators, agree to and with the ſaid *A. B.* his Heirs, Executors and Adminiſtrators, that he the ſaid *K. E.* his Executors, Adminiſtrators or Aſſigns, ſhould and would pay, or, *&c.* unto the ſaid *A. B.* his, *&c.* for the ſaid Timber, after the Rate of —— *per* Ton. *And* it is thereby mutually covenanted, *&c.* by, *&c.* that the ſaid Timber ſhould be meaſured according to Cuſtom 50 Feet *per* Ton, round Meaſure; *And alſo* the ſaid Parties *Did* thereby agree for themſelves, *&c.* that the ſaid Timber ſhould be felled, *&c.* *(Reciting the whole Agreement)*: **Now this Indenture witneſſeth**, that the ſaid *A. B.* for the further and better ſecuring the Payment of all the Debts mentioned and contained in the Schedules hereunto annexed, and for and in Conſideration of the Sum of, *&c.* he the ſaid *A. B.* **Hath** bargained, ſold, aſſigned, transferred and ſet over, and by, *&c.* **Doth**, &c. unto the ſaid *C. D.* and *E. F.* their, *&c.* **The** ſaid recited Articles of Agreement made between him the ſaid *A. B.* and the ſaid *K. E.* and all Monies hereafter due, payable or to be paid thereupon, and the full Benefit, Profit and Advantage thereof, from and after, *&c.* laſt paſt, the Payment then due being to be made to the ſaid *A. B.* to and for his own Uſe; **To have and to hold** the ſaid Articles, and all the ſaid Monies due and payable, or to be paid thereupon, and the full Benefit, Profit and Advantage thereof, unto the ſaid *C. D.* and *E. F.* their Executors, Adminiſtrators and Aſſigns, **Upon the Truſts nevertheleſs**, and to and for the Uſes, Intents and Purpoſes herein after mentioned, expreſſed and declared concerning the ſame: **And** it is hereby declared and agreed by, *&c.* all, *&c.* that the ſaid recited Articles and the Benefit thereof, and of the Money thereby payable, is and are ſo aſſigned to the ſaid *C. D.* and *E. F.* upon the Truſts following, (that is to ſay), **Upon Truſt** that the ſaid *C. D.* and *E. F.* their Executors, *&c.* do and ſhall receive and take of and from the ſaid *K. E.* his, *&c.* all ſuch Sum and Sums of Money as ſhall become due and payable by force or virtue of the ſaid Articles, and pay and apply the ſame Money in Diſcharge of the Coſts and Charges of the Truſts hereby created; and after the Payment of the ſame, then **Upon Truſt** to pay and diſcharge the Principal Money and Intereſt due to the ſeveral Perſons in the Schedules hereunto annexed, or ſo far as the ſame will extend, in ſuch Proportions, *&c.* **And** for the Purpoſes aforeſaid the ſaid *A. B.* **Hath** made, *&c.* and by, *&c.* **Doth**, &c. the ſaid *C. D.* and *E. F.* his true and lawful Attornies irrevocably, *&c.* for him and in his Name, or in the

Recital of the Articles.

Truſts.

Letter of Attorney.

Names of the ſaid Truſtees, their Executors and Adminiſtrators, but for the Purpoſes aforeſaid, to aſk, &c. of and from the ſaid *K. E.* All ſuch Sum, &c. which now are or ſhall grow due and payable to the ſaid *A. B.* his, &c. upon or by virtue of the ſaid recited Articles, and to take and uſe all lawful Ways, &c. In Witneſs, &c.

An Aſſignment of Articles of Agreement for the Sale of Goods.

By Indorſement.

KNOW, &c. indorſed, That I *A. B.* &c. Adminiſtratrix of the within named *C. B.* late, &c. deceaſed, for and in Conſideration of, &c. the Receipt, &c. Have granted, bargained, ſold and aſſigned, and Do hereby grant, &c. unto the ſaid *D. E.* of, &c. the within written Articles of Agreement, and all and every the Goods mentioned in the Schedule thereunto annexed; and all or any Sums of Money to become or grow due by or upon any Covenant or Agreement therein contained; and all Right of Action, Eſtate, Benefit, Advantage, Claim and Demand whatſoever, or otherwiſe, in any Manner of wiſe; To have, hold, receive, take and enjoy all and ſingular the ſaid Goods, and all other the Premiſſes, with the Appurtenances, unto the ſaid *D. E.* his, &c. to his and their own Uſe and Uſes, and as his and their own proper Goods and Chattels from henceforth for ever, free and clear of all former and other Eſtates, Debts, Charges and Incumbrances whatſoever committed, done or ſuffered by me the ſaid *A. B.* or the ſaid *C. B.* deceaſed, or any other Perſon or Perſons whatſoever: And I the ſaid *A. B.* Do make, &c. the ſaid *C. D.* his, &c. to be my true and lawful Attorney, to demand, &c. All and ſingular the ſaid Premiſſes before bargained, &c. by all lawful Ways and Means whatſoever, and upon Receipt, &c. In Witneſs, &c.

IV. Of Attornies Clerks.

An Aſſignment of Articles of Clerkſhip.

THIS Indenture Tripartite, made the, &c. Between *E. S.* of, &c. of the firſt Part, *J. S.* (Nephew of the ſaid *E. S.*) of the ſecond Part, and *P. P.* of the third Part. Whereas, &c. (*Recital of Articles of Clerkſhip*, ſee Tit. Recitals): Now this Indenture witneſſeth, that (in Conſideration the ſaid *P. P.* hath agreed from the Date hereof to find and provide the ſaid *J. S.* with competent and ſufficient Meat, Drink, Waſhing and Lodging during the now Reſidue of the ſaid Term of five Years, and alſo to pay him the ſaid *J. S.* the yearly Sum of 10*l. per Ann.* during the laſt three Years of the ſaid Term of five Years; and likewiſe at the End of the ſaid Term to uſe his Endeavours to get the ſaid *J. S.* admitted an Attorney in ſuch Manner as herein after expreſſed) he the ſaid *E. S.* (at the Requeſt, and by and with the Conſent and Approbation of the ſaid *J. S.* teſtified by his being a Party to and executing hereof) hath, and by theſe Preſents (as much as in him lies) doth freely, clearly and abſolutely aſſign, transfer and ſet over unto the ſaid *P. P.* his Executors and Aſſigns, As well the ſaid recited Articles, and all Benefit whatſoever to be had or made thereof; As alſo all the Right, Intereſt, Property, Profit, Advantage, Claim and Demand whatſoever or howſoever to ariſe, or be had or made to him the ſaid *E. S.* from henceforth, of the Service of him the ſaid *J. S.* during the now Reſidue of the ſaid Term of five Years, by Force, Virtue or Means of the ſaid recited Articles, or otherwiſe howſoever. And he the ſaid *P. P.* for himſelf, &c. doth hereby covenant, &c. to and with the ſaid *E. S.* his, &c. by theſe Preſents, in Manner as follows, *viz.* That he the ſaid *P. P.* ſhall and will, at all Times during the Reſidue of the ſaid five Years, in the beſt Manner he can, inſtruct and inform the ſaid *J. S.* as his Clerk, in the Buſineſs or Practice of an Attorney in his Majeſty's Courts of *K. B.* and *C. P.* and alſo as a Solicitor in the Courts of *C.* and *E.* and all other Courts which he the ſaid *P. P.* now or ſhall uſe and practice during the Reſidue of the ſaid Term, and in all the Manner, Method and Reaſons of doing the ſame; and alſo that he the ſaid *P. P.* his Executors or Aſſigns, ſhall and will from the Day of the Date hereof, at his and their Charge find, allow and provide the ſaid *J. S.* competent and ſufficient Meat, Drink, Waſhing and Lodging, during all the now Reſidue of the ſaid Term of five Years, and thereof and therefrom ſave, keep harmleſs and indemnified the ſaid *E. S.* his Executors and Adminiſtrators; And alſo that he the ſaid *P. P.* his Executors or Aſſigns, ſhall and will well and truly pay to the ſaid *J. S.* during the laſt three Years of the ſaid Term of five Years, the yearly Sum of 10*l.* clear of all Deductions whatſoever, for and towards his Expences, and for finding him with Cloths and other Neceſſaries; the ſame to be paid to him yearly on the firſt Day of every *Hilary* Term, *Eaſter* Term, *Trinity* Term

Covenant to inſtruct.

Covenant to find Victuals, &c.

Term and *Michaelmas* Term, by four equal Proportions; the first of which Payments being 50*s.* to begin and be made on the first Day of *Hilary* Term now next ensuing. **And lastly**, each of them the said *E. S.* and *P. P.* do hereby covenant with the said *J. S.* that they the said *E. S.* and *P. P.* at the Request and Charge of the said *J. S.* at any Time after the Expiration of the said Term of five Years, shall and will make several Affidavits of the respective Times of Service of him the said *J. S.* with them the said *E. S.* and *P. P.* and also do any other lawful Act for the getting him the said *J. S.* to be admitted as an Attorney either in his Majesty's Court of *K. B.* or *C. P.* at *Westminster*, as shall be adjudged needful and requisite for that Purpose. **In Witness**, &c.

Part of another.

Recital of the Master's Death. **Whereas** the said *C. E.* is lately dead, and the said *T. K.* having duly served his Clerkship to the said *C. E.* from, &c. to the Time of his Death, is now desirous to serve the Remainder of his Term of five Years Clerkship to and with the said *A. B.* **Now this Indenture witnesseth**, That the said *T. K.* (by and with the Consent of his Father the said *E. K.* testified by his executing hereof) **Hath**, and by these Presents **Doth** put himself to the said *A. B.* him to serve as his Clerk for the Remainder of the said Term of five Years, to commence from the Day of the Date of these Presents: **And this Indenture further witnesseth**, That they the said *E. K.* and *T. K.* for themselves jointly and severally, and for their several and respective Heirs, Executors and Administrators, do covenant, promise and agree, to and with the said *A. B.* his Executors, Administrators and Assigns, by these Presents, that he the said *T. K.* from the Day of the Date hereof, shall and will well, truly, faithfully and diligently serve the said *A. B.* as his Clerk during the Remainder of the said Term of five Years: **And** that he the said *T. K.* during the Remainder of the said Term, the Secrets of the said *A. B.* shall keep; the Goods, Money, Stamps and Writings of the said *A. B.* he the said *T. K.* shall in no wise imbezil or lose, nor suffer any other Person or Persons whatsoever so to do; and also shall make just and give true Accounts of all Monies whatsoever which he at any Time shall receive from, or to or for the Use of the said *A. B.* or any of his Clients, unto him the said *A. B.* or his Assigns; and also that he the said *T. K.* shall not at any Time absent himself from the Service of the said *A. B.* during the Remainder of the said Term, without leave of the said *A. B.* And further, that he the said *T. K.* during the Remainder of his Term of Clerkship, shall and will in all Things behave himself towards the said *A. B.* his Master, in all respects as becomes a Clerk so to do: **And this Indenture further witnesseth**, That the said *A. B.* (in Consideration of such Service of Clerkship to be performed to him by the said *T. K.* in Manner as aforesaid; and also in Consideration of the Sum of, &c. to him the said *A. B.* in Hand paid by the said *E. K.* at or before the executing hereof, the Receipt, &c.) **Doth** hereby covenant and agree to and with the *E. K.* his Executors and Administrators, that he the said *A. B.* shall and will, to the best of his Knowledge, during the Remainder of the said Term of five Years, teach and instruct the said *T. K.* in the Practice of an Attorney, and in all Business relating thereunto wherein he the said *A. B.* now practices the same in his Majesty's Court of Common Pleas at *Westminster*, and in all other Courts; **And also** that he the said *A. B.* during the Remainder of the said five Years, shall at his Charge find and provide the said *T. K.* with Lodging only, **It being mutually agreed** between all Parties, that the Board and Maintenance, and all Things necessary for the said *T. K.* during the Remainder of the said Term, shall be found and provided by himself, or at the said *E. K.*'s Charge; and that the said *A. B.* shall at all Times be by them, or one of them, freed, discharged and indemnified of and from the same. **In Witness**, &c.

Covenant to serve.

Fidelity, &c.

Covenant to instruct, &c.

An Assignment of Articles of Clerkship by Indorsement.

We the within named Parties having, and by these Presents (by mutual Consent) agreeing to vacate the within written Contract, I the within named *R. B.* at the Request, and by and with the Approbation of the within named *P. J.* and *F. J.* his Son, testified by their being Parties hereto, and sealing and executing of these Presents, **Do** (in Pursuance of an Act of Parliament made in the second Year of his present Majesty's Reign, intitled, An Act for the better Regulation of Attornies and Solicitors) assign and turn over the said *F. J.* to *R. F.* of *Serjeants-Inn*, *London*, Gent. to serve him as his Clerk, under the Conditions within mentioned, for the Remainder of the within mentioned Term of five Years: **And** I the said *R. F.* being one of the Attornies of his Majesty's Court of Common Pleas, duly sworn, admitted and inrolled, **Do** by these Presents, in Consideration of the Sum of 65*l.* in Hand paid to me by the said *R. B.* the Receipt whereof I do hereby acknowledge, and thereof and therefrom

Assignment of Clerkship.

Acceptance of the Clerk.

therefrom him and his Heirs acquit, releaſe and diſcharge by theſe Preſents) accept, take and receive him the within named *F. J.* to continue and be with me as my Clerk during the Remainder of the within mentioned Term of five Years, and under the Conditions in the within written Articles mentioned; **And** in Conſideration of the above Premiſſes, we the within named *R. B. P. J.* and *F. J.* do hereby jointly and ſeverally for ourſelves, and our ſeveral Executors, Adminiſtrators and Aſſigns, mutually releaſe and diſcharge each other, our Executors and Adminiſtrators, of and from the within Articles, and of and from the Performance thereof, and of all and every the Covenants therein contained. **In Witneſs**, &c.

Releaſe of the old Articles, and the Covenants therein.

V. Of Bills.

An Aſſignment of a Bill of Sale of Goods, annexed.

TO all Perſons to whom theſe Preſents ſhall come, *J. S.* of, *&c.* ſendeth, Greeting. **Whereas** *G. H.* of, *&c.* in and by his Deed or Bill of Sale under his Hand and Seal, bearing Date, *&c.* (and which is to theſe Preſents annexed) *Did* for the Conſiderations therein expreſſed bargain, ſell and deliver unto me the ſaid *J. S.* all and every his the ſaid *G. H.*'s Goods, Utenſils and Implements of Houſhold, remaining and being in and about his Dwelling-houſe therein mentioned, in the Schedule or Inventory to the ſame Deed or Bill of Sale annexed, particularly mentioned and expreſſed, and all his the ſaid *G. H.*'s Right, Title and Intereſt therein and thereunto; *To hold* to and to the Uſe of me the ſaid *J. S.* my Executors, Adminiſtrators and Aſſigns for ever, as by the ſaid recited Deed or Bill of Sale, and the Schedule thereunto annexed, Reference being thereunto had, may appear; **Which** ſaid bargained Premiſſes are in my Poſſeſſion as Tenant under the ſaid *G. H.* of the ſaid Meſſuage or Tenement wherein the ſame Goods are remaining and being: **Now know all Men by theſe Preſents**, That I the ſaid *J. S.* for and in Conſideration of the Sum of —— of lawful, *&c.* to me in Hand paid by *E. E.* of, *&c.* the Receipt whereof I do hereby acknowledge, and myſelf therewith fully ſatisfied, have bargained, ſold, aſſigned and delivered, and by theſe Preſents in plain and open Market do bargain, ſell, aſſign and deliver unto the ſaid *E. E.* all and every the Goods, Utenſils and Implements of Houſhold, in the above recited Bill of Sale and Schedule thereunto annexed mentioned, and thereby to me bargained and ſold as aforeſaid; **To have and to hold** the ſaid bargained Premiſſes unto the ſaid *E. E.* his Executors, Adminiſtrators and Aſſigns for ever (*Warranty*): **And** the ſaid *J. S.* his, *&c.* ſhall and will peaceably and quietly permit and ſuffer the ſaid *E. E.* his Executors, Adminiſtrators and Aſſigns, to enter and come into and upon the ſaid Meſſuage or Tenement, at ſeaſonable Times, to have, take and carry away the ſaid bargained Premiſſes at his and their Wills and Pleaſures. **In Witneſs**, &c.

Recital of Bill of Sale.

Aſſignment.

Liberty to take the Goods away.

An Aſſignment of a conditional Bill of Sale of Goods, and a Bond for Security of Money lent.

THIS Writing indented, made, *&c.* **Between** *A. &c.* of the one Part, and *B. &c.* of the other Part. **Whereas** *C.* of, *&c.* by Bill of Sale under his Hand and Seal, bearing Date, *&c.* reciting therein, That *Whereas* the ſaid *C.* by Bond under his Hand, *&c.* the ſaid *C.* for better Security of Payment of the ſaid —— *l.* and for other the Conſiderations in the ſaid recited Bill of Sale mentioned, did thereby grant, bargain and ſell unto the ſaid *A.* the ſeveral Goods mentioned in the Schedule to the ſaid recited Bill of Sale annexed, being in a Warehouſe at —— in the Poſſeſſion of the ſaid *A. To hold* the ſaid Premiſſes unto the ſaid *A.* his, *&c.* to his and their own Uſe and Uſes for ever; *Subject* unto and under a Proviſo contained in the ſaid recited Bill of Sale for making void thereof, upon Payment of the ſaid Sum of —— *l.* on the ſaid, *&c.* or to that Effect, as therein is mentioned, as by the ſaid recited Bill of Sale, Relation, *&c.* **Now theſe Preſents witneſs**, That the ſaid *A.* for and in Conſideration of the Sum of —— *l.* of, *&c.* to him in Hand, *&c.* by the ſaid *B.* well and truly paid, the Receipt, *&c.* he the ſaid *H.* **Hath** aſſigned and ſet over, and by, *&c.* **Doth**, *&c.* unto the ſaid *B.* the ſaid recited Bond or Obligation, and all Monies therein, or in the Condition thereof mentioned, and thereupon to grow due and payable; and all his Right of Action, Benefit, Property, Claim and Demand in and to the ſame; **And** doth hereby give full Power and Authority to him and them to demand, recover and receive the ſame; **And** doth hereby grant, bargain, ſell and aſſign unto the ſaid *B.* his, *&c.* the ſaid recited Bill of Sale, Goods and Premiſſes hereby bargained and ſold, and all his Right, Claim and Demand of, in and to the ſame; **To have and to hold** the ſaid Goods and Premiſſes, and to have and receive the ſaid Money to grow due as aforeſaid unto the ſaid *B.* his, *&c.* to his and their

Recital of Bill of Sale, therein reciting a Bond.

Proviſo to make the Bill of Sale void.

Conſideration.

Aſſignment of the Bond.

Letter of Attorney.

Aſſignment of the Bill of Sale.

own proper Uſe and Uſes from henceforth for ever; **Subject** to the Proviſo in the ſaid recited Bill of Sale herein after contained: *Provided*, &c. (*Covenant to pay Money without Deduction for Taxes, as common*): And if Default ſhall happen to be made in Payment thereof as aforeſaid, contrary to the true Meaning of theſe Preſents, that then he the ſaid *A.* his, *&c.* ſhall and will, at the Requeſt and Charges of the ſaid *B.* his, *&c.* make, do and execute all ſuch further Acts, Deeds, Powers and Things whatſoever, as well for the better enabling the ſaid *B.* his, *&c.* to demand, recover and receive the ſaid Money to grow due and payable upon the recited Bond; as alſo for the more ſure making and enſuring the ſaid Goods and Premiſſes by the ſaid recited Bill of Sale ſold, and hereby aſſigned as aforeſaid unto the ſaid *B.* his, *&c.* as by him or them, *&c.* And upon full Payment of the ſaid Sum of —— as aforeſaid, the ſaid *B.* doth agree to re-deliver the ſaid Goods unto the ſaid *A.* his, *&c.* (Caſualties excepted.) **In Witneſs**, &c.

Covenant that if Default be made in Payment, the Aſſignor will do any further Act for Recovery, *&c.* of the Money, and for further Aſſurance.

An Aſſignment of a Bill of Sale of Part of a Ship.

By Indorſement.

Conſideration. **Know**, &c. That I the within named *T.* in Conſideration of the Sum of, *&c.* to me in Hand paid before Sealing and Delivery hereof by *J. &c.* whereof I acknowledge the Receipt, and thereof and of every Part thereof do clearly acquit and diſcharge the ſaid *J.* his, *&c.* for ever by theſe Preſents, **have** granted, ſold, aſſigned and releaſed, and by theſe Preſents **Do** grant, *&c.* unto the ſaid *J.* **The** within written Bill of Sale, and one full and equal ſixteenth Part of the within mentioned Ship *L.* to me belonging, by virtue of the within written Bill of Sale, and of and in all her Maſts, Sails, Sail-Yards, Anchors, Cables, Ropes, Boats, Oars, Guns, Gunpowder, Shot, Tacke, Apparel, Munition, Furniture, and other the Appurtenances within granted and to the ſaid Ship belonging; and all my Right, Title, Intereſt, Claim and Demand of, in and to the ſame, by virtue of the within written Bill of Sale, or otherwiſe howſoever; **To have and to hold** the ſaid ſixteenth Part of the ſaid Ship, and all other the ſaid Premiſſes with the Appurtenances herein before aſſigned and releaſed unto the ſaid *J.* his, *&c.* to his and their own Uſe and Uſes, and as his and their own proper Goods and Chattels from henceforth for ever: **And** I the ſaid *T.* do hereby for me, my, *&c.* covenant and agree to and with the ſaid *J.* his, *&c.* that the ſaid ſixteenth Part of the ſaid Ship, with the Appurtenances, (*Or thus*, the ſaid Premiſſes herein before aſſigned and releaſed, with the Appurtenances), are and be, and ſo ſhall remain and continue unto the ſaid *J.* his, *&c.* free and clear of all Debts, Eſtates, Charges and Incumbrances whatſoever had, made, committed, done or ſuffered by me, or by any other Perſon or Perſons whatſoever, by or thro' my Means, Conſent or Procurement. **In Witneſs**, &c.

Aſſignment.

Covenant.

Free from Incumbrances.

Another Aſſignment of a Bill of Sale of a Ship.

Conſideration. **Know**, &c. That the within named *B. C.* in Conſideration, *&c.* **hath** granted, *&c.* and by, *&c.* **Doth**, &c. unto the ſaid *T. H.* his, *&c.* the within Writing, and the Sum of —— *l.* within mentioned, and the within mentioned Ship or Veſſel formerly called the —— and now the —— and all the Anchors, *&c.* whatſoever to the ſaid Ship belonging within granted, which ſaid Ship is ſince ſold to *R. &c.* and all his Right, Title, Intereſt, Property, Benefit of Action, Claim and Demand of, in and to the ſaid Sum, and Ship or Veſſel, with her Appurtenances, by virtue of the Writing within, or otherwiſe howſoever; **To have**, hold and receive the Sum of —— *l.* within mentioned, and the ſaid Ship or Veſſel and Premiſſes, with her Appurtenances, unto the ſaid *T. H.* his, *&c.* to his and their own Uſe and Uſes from henceforth for ever, as fully as the ſaid *B. C.* might have had and enjoyed the ſame by virtue of the ſaid Writing within, or otherwiſe: **And** the ſaid *B. C.* doth hereby for himſelf, his, *&c.* covenant, promiſe and agree, to and with the ſaid *T. H.* his, *&c.* that he the ſaid *B. C.* hath not done or committed any Act, Matter or Thing whatſoever, to incumber the within mentioned Ship or Veſſel: **And** the ſaid *B. C.* doth hereby make and ordain the ſaid *T. H.* his, *&c.* his lawful Attorney, in his Name, but to the Uſe of the ſaid *T. H.* as aforeſaid, to demand, ſue for, recover and receive the within mentioned Sum of —— *l.* and all other Monies due and to grow due and payable upon the within written Writing from the ſaid *A. A.* his, *&c.* and other Perſon and Perſons whom, *&c.* and upon Receipt, *&c.* and doth hereby give and grant unto the ſaid *T. H.* his, *&c.* full Power, *&c.* and doth hereby ratify, *&c.* **And** the ſaid *J. S.* doth covenant, promiſe and agree, to and with the ſaid *T. H.* his, *&c.* that he the ſaid *J. S.* will at any Time, at the Requeſt and Charges of the ſaid *T. H.* his, *&c.*

Done no Act to incumber.

Letter of Attorney.

To do any further Acts.

&c. do such further Acts, the better to enable him and them to recover and receive all Benefit and Advantage, by or in Respect of the within written Writing, to his and their own Use and Uses, and to confirm the Sale of the said Ship, as shall be reasonably required. **In Witness**, &c.

Of a Bill Penal.

Know all People by these Presents, that I *A. B.* of —— **have** borrowed and received of *C. D.* of —— the full Sum of 10*l.* of lawful Money of, &c. which I do promise to pay on ——— with Interest; **And** for the better securing the Re-payment thereof, I **Do** hereby assign and set over to the said *C. D.* a Bill Penal of 40*l.* made by *E. F.* of —— to me the said *A. B.* for the Payment of 20*l.* on —— and all my Right, Title and Interest therein and thereunto, with full Power and Authority for him the said *C. D.* to sue for, recover and receive the same of the said *E. F.* to and for the Purpose herein before mentioned. **Witness** my Hand and Seal this —— Day of ——

An Assignment of a Victualling Bill.

Know, &c. That I *A. C.* in Consideration of the Sum of ——*l.* of, &c. to me in Hand paid at, &c. the Receipt, &c. **Do** hereby sell, assign and set over unto the said *F.* **One** Bill signed by the Commissioners for victualling his Majesty's Navy, dated, &c. N° —— directed to the Treasurer of his Majesty's Navy for the Payment of the Sum of ——*l.* unto the said *A. C.* for Provisions supplied his Majesty's Ships therein mentioned, together with the said Sum of Money, and all other Monies thereupon due and to grow due, and to all my Right, Title, Property, Claim and Demand, of, in and to the same; **To have**, hold and receive the same, unto the said *F.* his, &c. to his and their own proper Use and Uses for ever; **And** I do hereby make the said *F.* his, &c. to be my true and lawful Attorney irrevocable to, &c. **In Witness**, &c.

An Assignment of a Navy Bill (Debentures in Effect the same.)

Know, &c. (*as above*) **One** Bill signed by the Commissioners of his Majesty's Navy, dated, &c. and received the, &c. N° —— made out to me for the Sum of ——*l.* for, &c. such Goods by me delivered into his Majesty's Stores at *P.* on Account of the current Service of the Navy out of *B. W. E.* Master, together with the said Sum, &c. (*the Letter of Attorney the same; then add this*); **And** do hereby for me, my, &c. covenant, grant and agree, to and with *G.* his, &c. that he the said *G.* shall or lawfully may have, receive and enjoy the said Bill and Monies thereupon due and to grow due, without any Let, Hindrance, Claim or Demand, and free and clear, of and from all former Assignments, Sales, Charges and Incumbrances, of or by me the said *T.* my, &c. or any other Person or Persons whatsoever, by or through any Means, Act or Privity. **In Witness**, &c.

VI. Of (*a*) Bonds.

An Assignment of a Bond for the Payment of Money by Deed Poll.

To all, &c. **Whereas** *J. W.* of —— and *W. B.* of —— in and by one Bond of Obligation, bearing Date —— which was in the Year of our Lord —— became jointly and severally bound to *J. M.* of —— in the penal Sum of —— conditioned for the Payment of —— and Interest, at a Day long since past, as by the said Bond and Condition thereof may appear: **And whereas** there now remains due to the said *J. M.* for Principal and Interest on the said Bond, the Sum of ——: **Now know all Men** by these Presents, that the said *J. M.* for and in Consideration of the Sum of —— to him in Hand paid by *T. E.* of —— the Receipt whereof the said *J. M.* doth hereby acknowledge, **he** the said *J. M.* hath assigned and

Recital of the Bond.

What is now due.

Consideration of Money.

Assignment.

(*a*) Bonds being *Things in Action*, are not in their Nature assignable, though Assignments are frequently made of them; but as the Assignee cannot put the same in Suit in his own Name, there is always a Letter of Attorney inserted for his receiving or suing for the Money, &c. in the Assignor's Name, consequently in a legal Sense, the whole amounts to little more than a Letter of Attorney; and yet the Paper, Parchment and Wax of a Bond, &c. may be assigned, and the Assignee may keep or cancel it; but in some Cases by Statutes, a Bond may be assigned, and the Assignee may sue upon it in his own Name; as in Bankruptcy and Bail-Bonds. See Vol. I. *p.*

and ſet over, and by, &c. **Doth**, &c. unto the ſaid *T. E.* the ſaid recited Bond or Obligation, and the Monies thereupon due and owing, and all his Right and Intereſt thereof in and to the ſame (*See an Habendum in the next Precedent*); **And** the ſaid *J. M.* for the Conſideration aforeſaid, hath made, ordained, conſtituted and appointed, and by theſe Preſents doth make, ordain, conſtitute and appoint the ſaid *T. E.* his Executors and Adminiſtrators, his true and lawful Attorney and Attornies irrevocable for him, and in his Name, and in the Name and Names of his Executors and Adminiſtrators, but for the ſole and proper Uſe and Benefit of the ſaid *T. E.* his Executors, Adminiſtrators and Aſſigns, to aſk, require, demand and receive of the ſaid *J. W.* and *W. B.* and either of them, their and either of their Heirs, Executors and Adminiſtrators, the Monies due on the ſaid Bond, and on Non-payment thereof, they and either of them, their and either of their Heirs, Executors and Adminiſtrators, to ſue for, recover and receive the ſame, and on Payment thereof, to deliver up and cancel the ſaid Bond, and give ſufficient Releaſes and Diſcharges thereof, and one or more Attorney or Attornies under him to conſtitute; and whatſoever the ſaid *T. E.* or his Attorney ſhall lawfully do in the Premiſſes, the ſaid *J. M.* doth hereby allow and confirm. **And** the ſaid *J. M.* for himſelf, his, &c. doth covenant and promiſe with the ſaid *T. E.* his, &c. that he the ſaid *J. M.* hath not, nor will receive the ſaid Monies due or to be due on the ſaid Bond, or any Part thereof, neither ſhall or will releaſe or diſcharge the ſame, or any Part thereof, nor ſhall or will diſavow, diſcontinue, releaſe or diſcharge any Action, Suit, Bill, Plaint, Judgment, or Execution thereupon, or for the ſame or any Part thereof, to be had, brought, proſecuted or obtained, nor countermand or revoke any Power or Authority hereby given to the ſaid *T. E.* his, &c. without the ſpecial Licence and Conſent of the ſaid *T. E.* his Executors, Adminiſtrators or Aſſigns, therein or thereunto firſt had and obtained in Writing, or the Rule, Order, or Decree of ſome Court of Law or Equity, but will own and allow of all lawful Proceedings for Recovery thereof; **He** the ſaid *T. E.* ſaving the ſaid *J. M.* harmleſs of and from any Coſts that may happen to him thereby. **In Witneſs**, &c.

Letter of Attorney to receive the Money.

Indemnity.

Another Aſſignment of a Bond, for Payment of Money, by Indenture.

THIS Indenture, &c. **Between** *A. J.* of, &c. of the one Part, (*the Aſſignor*) and *J. S.* of, &c. of the one Part, (*the Aſſignee*). **Whereas**, &c. (*Recital of the Bond*): **And whereas** the ſaid *A. J.* (in Conſideration of —— hereafter mentioned to be paid to him by the ſaid *A. S.*) *Hath* agreed abſolutely to aſſign the ſaid before recited Bond, and all Principal and Intereſt Monies thereby ſecured, in ſuch Manner as herein after is mentioned and expreſſed, of and concerning the ſame reſpectively: **Now this Indenture witneſſeth**, that the ſaid *A. J.* in Conſideration of —— the Receipt whereof is hereby acknowledged, **Hath** bargained, ſold, aſſigned, transferred and ſet over, and by theſe Preſents he the ſaid *A. J.* **Doth** fully, freely, clearly and abſolutely bargain, ſell, aſſign, transfer and ſet over unto the ſaid *J. S.* his Executors, Adminiſtrators and Aſſigns, **The** ſaid herein above recited Bond or Obligation, and all and every Sum and Sums of Money thereon now due and owing, or to become due and owing by virtue thereof, and all the Right, Title, Intereſt, Property, Claim and Demand whatſoever or howſoever of him the ſaid *A. J.* of, in or to the ſaid hereby aſſigned Bond and Monies thereby ſecured, together with the ſaid Bond or Writing obligatory, and all Benefit and Advantage whatſoever to be had or made thereof; **To have, hold**, receive, take and enjoy the ſaid Bond, Monies, and all and ſingular the laſt hereby aſſigned Premiſſes, unto, and to and for the only Uſe and Benefit of the ſaid *J. S.* his Executors, Adminiſtrators and Aſſigns, from henceforth for ever: **And** for the better and more effectual enabling him the ſaid *J. S.* his Executors, Adminiſtrators and Aſſigns, to recover and receive the ſaid hereby aſſigned Money and Premiſſes, to and for his and their own Uſe and Benefit, he the ſaid *A. J.* **Hath**, &c. and by, &c. **Doth** nominate, make, conſtitute, authoriſe and appoint the ſaid *J. S.* his, &c. the true and lawful Attorney and Attornies, &c. (*as in the foregoing Precedent.*)

Agreement to aſſign.

Conſideration of Money.

Aſſignment.

Letter of Attorney.

A Covenant to indemnify the Aſſignor (or Aſſignor of an Aſſignor, *as the Caſe is*) *of a Bond, in an Aſſignment by Indenture.*

—— that the ſaid *C. B.* his Executors, Adminiſtrators or Aſſigns, ſhall and will indemnify, ſave and keep harmleſs the ſaid *J. H.* his Executors and Adminiſtrators, of and from all Coſts, Suits, Troubles and Expences, that he or they may be put unto, for or by Reaſon of the aſſigning of the ſaid Bond, (*or for or by Reaſon of any Covenant, given by the ſaid* J. H. *to the ſaid* —— (the firſt Aſſignor) *in the ſaid recited Aſſignment*), or for or by Reaſon of any Suit to be commenced againſt the ſaid *T. J.* and *E. J.* (*the Obligors*), or either of them, their Heirs,

Heirs, Executors or Adminiſtrators, upon the the ſaid Bond or Obligation, or any Matter or Thing relating thereunto.

An abſolute Aſſignment of a Bond, wherein there is a Covenant, that if the Monies ſhall not be duly paid by the Obligor at the Time mentioned therein, that then the Aſſignor ſhall make it good and pay the ſame, and in ſuch Caſe the Aſſignee ſhall re-aſſign the Bond to the Aſſignor.

To all, &c. *A. B. &c.* ſends Greeting. **Whereas** *E. F.* and *G. F. &c.* by Obligation, *&c. (the Recital and Aſſignment as Common, but abſolutely, and at laſt add)*; and for the better ſecuring the ſaid Sum of —— *l.* and Intereſt thereof, it is agreed, that the ſaid *A. B.* in Conſideration of the ſaid Sum of, *&c.* to him paid as aforeſaid, hath undertaken and doth hereby for himſelf, his, *&c.* covenant, promiſe and agree, to and with the ſaid *C. D.* his, *&c.* that if the ſaid Sum of, *&c.* with the Intereſt for the ſame, ſhall not be duly paid by the ſaid *E. F.* and *G. F.* their, *&c.* or ſome of them, on the ſaid —— at the Time mentioned, according to and in Diſcharge of the Condition of the ſaid recited Obligation; that then and in ſuch Caſe, he the ſaid *A. B.* his, *&c.* ſhall or will pay or cauſe to be paid unto the ſaid *C. D.* his, *&c.* the ſaid Sum of —— and all Intereſt due and to grow due for the ſame, and all Charges in Reſpect thereof; he the ſaid *C. D.* his, *&c.* upon ſuch Payment thereof by the ſaid *A. B.* his, *&c.* and delivering the ſaid recited Obligation to the ſaid *A. B.* his, *&c.* or to ſuch other Perſon or Perſons as he or they ſhall direct, ſafe and uncancelled, to the Intent he and they may recover and receive the ſaid —— *l.* and the Intereſt thereof, to his and their own Uſe, notwithſtanding any wilful Act by him or them to be done to the contrary, and at the Charge of the ſaid *A. B.* his, *&c.* giving and executing to him and them ſuch Power, Acts and Things in that Behalf, as the ſaid *A. B.* his, *&c.* or his or their Counſel ſhall be adviſed and required, which the ſaid *C. D.* doth hereby covenant and agree in ſuch Caſe to ſeal and execute accordingly; and to the Payments and Performance of the Covenants, Payments and Agreements herein contained on the Part of the ſaid *A. B.* his, *&c.* to be paid and performed, he the ſaid *A. B.* bindeth himſelf, his, *&c.* unto the ſaid *C. D.* his, *&c.* in the Sum or Penalty of —— *l.* of lawful, *&c.* firmly by theſe Preſents. **In Witneſs**, &c. Penalty.

Aſſignment of a Bond for Payment of Money, by Indorſement.

Know all Men by theſe Preſents, that I the within named *A. B.* for and in Conſideration of —— of lawful Money of, *&c.* to me in Hand paid by *C. D.* of —— at and before the Sealing and Delivery of theſe Preſents, the Receipt whereof I do hereby acknowledge, **Have** granted, bargained, ſold, aſſigned, transferred and ſet over, and by theſe Preſents *Do* grant, *&c.* unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, the within written Bond or Obligation and Condition, and the Sum of —— mentioned in the ſaid Condition, and all Intereſt due and to grow due for the ſame, and all my Right, Title, Intereſt, Claim and Demand whatſoever, of, in and to the ſame; **And** I do authoriſe the ſaid *C. D.* in my Name to demand, ſue for, receive, have, hold and enjoy the ſaid Sum of —— and Intereſt, to his own Uſe and Behoof for ever. **In Witneſs** whereof, I the ſaid *A. B.* have hereunto ſet my Hand and Seal this —— Day of, *&c.*

Part of Another.

Know, &c. **All** my Right, Title, Intereſt, of, in or to the within written Bond or Obligation, together with all Principal and Intereſt thereon due, or which ſhall hereafter become due and payable on the ſame; **To have and to hold** the ſaid hereby aſſigned Bond or Premiſſes, unto the ſaid *F. P.* his Executors, Adminiſtrators and Aſſigns, in as full and ample Manner, to all Intents and Purpoſes, as I could have had and enjoyed the ſame, had not theſe Preſents been made; **And** I do hereby make, ordain and conſtitute the ſaid *F. P.* my true and lawful Attorney in my Name, Place and Stead, to aſk, demand, ſue for and receive, of and from the within bounden —— his Heirs, Executors or Adminiſtrators, to and for his own proper Uſe, all and every the Sum or Sums of Money due to, or to become due and payable on the ſaid Bond or Obligation, and to do or cauſe to be done, all and every Act and Acts, Thing and Things, for or in Relation to the Recovery or Diſcharge of the ſaid Bond and Money, as I myſelf might or could do or cauſe to be done. **In Witneſs**, &c.

Assignment of a Bond as a Security for a Debt.

TO all, &c. *B. R.* of —— sends Greeting. Whereas the said *B. R.* hath taken up and borrowed of *B. N.* of —— Esq; the Sum of ——: And whereas, &c. (*Recital of a Bond for Payment of Money from* J. H. *and* C. H. *to the now Assignor.*) Now know ye, that the said *B. R.* in Consideration of the said Sum of —— so borrowed as aforesaid, and for the better securing the Repayment of the same, as herein after is mentioned, unto the said *B. N.* his Executors, Administrators and Assigns, Hath granted, &c. to his and their own Use, Benefit and Behoof; (*Covenant added for the Payment of the same Money at such a Time.*) In Witness, &c.

Assignment of a Bond for securing Payment of Monies now lent by Husband and Wife, it being given to the Wife dum sola.

KNOW all Men by these Presents, that we *R. H.* of, &c. and *S.* my Wife, late *S. T.* of, &c. Spinster, for and in Consideration of the Sum of, &c. to us, or one of us, in Hand well and truly paid by *R. W.* of, &c. the Receipt, &c. Have bargained, &c. and by, &c. Do bargain, &c. unto the said *R. W.* his Executors and Administrators, One Bond or Obligation from *E. P.* of, &c. bearing Date, &c. in the Penalty of —— conditioned for Payment of —— with Interest of the —— Day of —— then next to the said *S. T.* before her Intermarriage with the said *R. H.* as by the said Bond or Obligation, may more fully appear, together with all Principal Money and Interest, due or hereafter to become due and payable on the same; *To have and to hold* the said Bond or Obligation, and all Money thereon due, or to become due and payable to us, or either of us, unto the said *R. W.* his Executors, Administrators and Assigns, and to his and their sole Use and Behoof, in as full and ample Manner, to all Intents and Purposes, as we the said *R. H.* and *S.* my Wife, or either of us, could or might have held or enjoyed the same, had not these Presents been made; Upon this Condition nevertheless, and it is the true Intent and Meaning of these Presents, that if we the said *R. H.* and *S.* my Wife, or either of us, or either of our Executors, Administrators or Assigns, shall and do well and truly pay, or cause to be paid unto the said *R. W.* his Executors, Administrators or Assigns, the full Sum of, &c. on, &c. next; then he the said *R. W.* his Executors, &c. is to deliver up the said Bond or Obligation, (and these Presents to be cancelled and made void); any Thing in these Presents, or at Law or in Equity contained to the contrary thereof in any wise notwithstanding. And we do hereby constitute the said *R. W.* our true and lawful Attorney, to demand, sue for and receive all such Sum and Sums of Money, as now are, or hereafter shall become due and payable on the said Bond, from and after the said —— Day of —— next ensuing, in case the said Sum of, &c. is not then fully paid and satisfied, and to give Discharges for the same, and to do and act in every Thing relating to the same, as we or either of us might or could have done, had not these Presents been made; He the said *R. W.* his Executors, Administrators or Assigns, rendering or paying to us the Overplus or Remainder of the Money that shall become due and payable to us, or either of us upon the said Bond, and which he shall receive thereupon, after deducting what shall be justly due and owing to him the said *R. W.* at the Time of such Receipts or Payments; And the said *R. H.* doth covenant, promise and agree, to and with the said *R. W.* that he the said *R. H.* his Executors or Administrators, shall and will well and truly pay, or cause to be paid unto the said *R. H.* his Executors, Administrators or Assigns, the said Sum of —— on the —— Day of —— next following, without any Deduction or Abatement whatsoever, according to the true Intent and Meaning of these Presents. In Witness, &c.

On Condition to deliver up the Bond on Payment of the Money at a Day.

Special Letter of Attorney.

Overplus.

Covenant to pay the Money borrowed.

An Assignment of a Bond as a collateral Security for Money borrowed, for which the Assignor of this Bond has likewise given his own Bond.

THIS Indenture made, &c. Between *J. M.* of, &c. of the one Part, and *E. C.* of, &c. of the other Part. Whereas *G. J.* Esq; Governor of *North Carolina* in *America*, by his Bond or Obligation, bearing Date, &c. is and stands bound unto the said *J. M.* in the Sum of 50 *l.* with Condition thereunder written, for Payment unto the said *J. M.* his Executors, Administrators or Assigns, of the full Sum of 25 *l.* on or before, &c. And whereas the said *J. M.* having Occasion to borrow the Sum of 21 *l.* he the said *E. C.* before the executing hereof, hath at the Request of the said *J. M.* actually advanced, lent and paid to

Recital of the Bond to be assigned.

Money borrowed.

to him the same; and as a Security for Re-payment thereof, with Interest, he the said *J. M.* by his Bond or Obligation, bearing even Date with, and executed immediately before these Presents, is and stands bound unto the said *E. C.* in the penal Sum of 42 *l.* with Condition thereunder written for Payment of the said Sum of 21 *l.* together with legal Interest for the same, on or before the, *&c.* then and now next ensuing, as by the said two Bonds, Relation being thereunto had, more fully may appear: **And whereas** previous to and before the lending of the said Sum of 21 *l.* he the said *J. M.* (as a further Security for Payment of the same, and the Interest thereof), proposed and agreed to assign unto the said *E. C.* the said first recited Bond, and all Monies thereby secured, in such Manner, and subject as herein after is in that Behalf mentioned: **Now this Indenture witnesseth**, That in Pursuance of the said recited Agreement, and in Consideration of the said Sum of 21 *l.* so lent and paid to the said *J. M.* by the said *E. C.* as aforesaid, the Receipt whereof is by him the said *J. M.* hereby acknowledged, and for divers other good and valuable Causes and Considerations him thereunto especially moving, **He** the said *J. M.* **Hath**, and by these Presents **Doth** bargain, sell, assign, transfer and set over unto the said *E. C.* **The** first herein before in Part recited Bond, made from the said *G. J.* to the said *J. M.* as aforesaid, and all and every the Sum and Sums of Money thereby secured and to become due and owing by virtue thereof, **And also** all the Right, Title, Interest, Property, Claim and Demand whatsoever of him the said *J. M.* either at Law or in Equity, of, in, or to the said hereby assigned Monies and Premisses, by virtue of the said first recited Bond, or otherwise howsoever, together with the same Bond, and all Benefit and Advantage whatsoever to be had or made thereof; **To have, hold**, receive, take and enjoy the same Bond, Monies, and all and singular other the hereby assigned Premisses, unto, and to and for the only Use and Benefit of the said *E. C.* his Executors, Administrators and Assigns, as and for his and their own proper Monies, for evermore; (**Subject nevertheless** to the Proviso herein after contained touching the same); **And** for the more effectual enabling him the said *E. C.* his Executors, Administrators and Assigns, to recover and receive all and singular the hereby assigned Monies and Premisses, to and for his and their own Use and Benefit, subject nevertheless to the said Proviso, **He** the said *J. M.* **Hath**, and by these Presents **Doth** nominate, make, constitute, ordain, authorize and appoint the said *E. C.* his Executors, Administrators and Assigns, the true and lawful Attorney and Attornies irrevocable of him the said *J. M.* his Executors and Administrators, and in his or their Name, Place and Stead, or otherwise, so as to demand and receive of the said *G. J.* his, *&c.* all and every the Sum and Sums of Money to become due and payable, by virtue of his said recited Bond so made to the said *J. M.* as aforesaid, and upon Non-payment thereof, to commence, sue and prosecute to Effect, any Action or Suit, either at Law or in Equity against the said *G. J.* his Heirs, Executors or Administrators, for the recovering and receiving thereof, and upon Receipt of the same, or any Parr thereof, to give proper and sufficient Discharges in the Name of the said *J. M.* his Executors and Administrators, or otherwise for the same; and the said *J. M.* doth hereby for himself, his Executors and Administrators, give and grant his and their full, whole and absolute Property, unto the said *E. C.* his Executors, Administrators and Assigns, in all and singular the said hereby assigned Monies and Premisses, as well for the recovering and receiving thereof, as also for the releasing and discharging the same, and that as fully, effectually and absolutely, and in as large, ample and beneficial Manner, to all Intents, Constructions and Purposes whatsoever, as if he the said *J. M.* his Executors or Administrators were personally present, and had actually done the same; and the said *J. M.* doth hereby establish, ratify, allow and confirm, all and every such lawful Act and Things, as he the said *E. C.* his Executors, Administrators or Assigns, shall do or cause to be done touching the Premisses by virtue of these Presents. **Provided always**, and these Presents are upon this Condition nevertheless, that if the said *J. M.* his Executors, Administrators or Assigns, shall and do well and truly pay, or cause to be paid unto the said *E. C.* his Executors, Administrators or Assigns, at or in his now Dwelling-house, situate in *V.* Street aforesaid, the said Sum of 21 *l.* together with legal Interest for the same, on or before the said —— Day of —— next ensuing the Date hereof, without any Deduction for Taxes, or any other Charges whatsoever, that then and from thenceforth these Presents shall be utterly void and of no Effect; **And** that then also the said two recited Bonds shall be by him the said *E. C.* his Executors, Administrators or Assigns, delivered up to the said *J. M.* his Executors or Administrators, (Casualty of Fire, and all other inevitable Accidents only excepted); any Thing to the contrary thereof notwithstanding. **And** the said *J. M.* for himself, his Executors and Administrators, doth hereby covenant with the said *E. C.* his Executors, Administrators and Assigns, in Manner as follows, *viz.* That he the said *J. M.* his, *&c.* shall and will well and truly pay unto the said *E. C.* his Executors, Administrators or Assigns, the said Sum of 21 *l.* and the Interest thereof, at the Place, on the Day, and in the Manner, as in the above mentioned Proviso is appointed for Payment of the same, according to the true Intent and Meaning thereof and of these Presents; **And** that he the

A Bond given for the same.

Agreement as to collateral Security.

Consideration.

Assignment.

Letter of Attorney.

Proviso, that these Presents shall be void on Payment of the Money borrowed, and that the two recited Bonds shall be delivered up to the Assignor.

Covenant to pay the Money borrowed; that the Assignor has not released, *&c.*

the ſaid *J. M.* hath not at any Time heretofore releaſed or diſcharged the ſaid firſt recited Bond or Obligation, nor ſhall he the ſaid *J. M.* his Executors or Adminiſtrators, during the Continuance of the Security hereby made, (without the Conſent of the ſaid *E. C.* his Executors, Adminiſtrators or Aſſigns, firſt had in Writing for that Purpoſe), releaſe or diſcharge the ſame Bond, or all or any Part of the Monies thereby ſecured, nor ſhall or will (without ſuch Conſent as aforeſaid), diſavow, diſcontinue, releaſe or diſcharge any Action or Suit, which at any Time hereafter ſhall or may be brought or commenced for Recovery of the ſaid hereby aſſigned Monies and Premiſſes, nor revoke or countermand any Power or Authority hereby given to the ſaid *E. C.* his Executors, Adminiſtrators or Aſſigns, without ſuch his or their Conſent as aforeſaid. **And laſtly**, (if Default ſhall be made in Payment of the ſaid Sum of 21 *l.* and Intereſt, or any Part thereof, on the Day and in Manner aforeſaid), that then he the ſaid *J. M.* his Executors and Adminiſtrators, (at the Requeſt of the ſaid *E. C.* his Executors, Adminiſtrators or Aſſigns) ſhall and will at any Time then after make, do and execute any Act, Matter or Thing, as well for the corroborating and ſtrengthning of theſe Preſents, as alſo for the more perfect and abſolute aſſigning of the ſaid hereby aſſigned Bond, Monies and Premiſſes, unto and to the Uſe of the ſaid *E. C.* his Executors, Adminiſtrators and Aſſigns, (free and abſolutely diſcharged of the aforeſaid Proviſo), as by his or their Counſel at Law ſhall be reaſonably adviſed or required. **In Witneſs**, &c.

In caſe of Default in Payment, the Aſſignor to execute any further Act, &c.

Aſſignment of a Bond in Conſideration of Services.

THIS Indenture made, &c. **Between** *J. M.* of, &c. Spinſter, of the one Part, and *W. W.* of *Gray's Inn*, in the ſaid County of *Middleſex*, Gent. of the other Part. **Whereas** in or by one Obligation or Writing obligatory, bearing Date, &c. *T. N.* late of the City of *W.* Gent. deceaſed, together with one *J. M.* of *W.* aforeſaid, Gent. as Surety for the ſaid *T. N.* became bound to the ſaid *J. M.* in the penal Sum of 200 *l.* of, &c. conditioned for the Payment unto the ſaid *J. M.* of the Sum of 100 *l.* of, &c. on, &c. then next enſuing, *As* by the ſaid Obligation or Writing obligatory may more fully appear: **Now this Indenture witneſſeth**, that for and in Conſideration of the many great and faithful Services, Aſſiſtances, Benefits and Advantages, which ſhe the ſaid *J. M.* hath had and received, by and from the ſaid *W. W.* and for and in Conſideration that the ſaid *W. W.* hath laid out and expended divers Sums of Money in Buſineſs, and otherwiſe, upon the Behalf and in Service of the ſaid *J. M.* and for divers other good Cauſes and valuable Conſiderations the ſaid *J. M.* thereunto moving, ſhe the ſaid *J. M.* **Hath** aſſigned, transferred and ſet over, and by theſe Preſents **Doth** aſſign, &c. unto the ſaid *W. W.* his Executors, Adminiſtrators and Aſſigns, the ſaid in Part recited Bond or Writing obligatory, and the ſaid principal Sum of 100 *l.* therein mentioned, and all Intereſt due or to grow due upon the ſaid Obligation or Writing obligatory, and all Benefit and Advantage whatſoever of the ſame; **And** to the Intent that the ſaid *W. W.* his Executors, Adminiſtrators and Aſſigns, may be enabled to recover and receive the ſame, to his and their own proper Uſe, **She** the ſaid *J. M.* **Hath** made, conſtituted and appointed, and by theſe Preſents **Doth** make, &c. the ſaid *W. W.* his Executors, Adminiſtrators and Aſſigns, her true and lawful Attorney and Attornies irrevocable for her and in her Name, but to his and their own proper Uſe and Uſes, Behoof and Behoofs, to aſk, demand, ſue for, recover and receive all Monies, both Principal and Intereſt, due or to grow due upon the ſaid Obligation or Writing obligatory, and to have, ſue and take all lawful Means in the Name of the ſaid *J. M.* or otherwiſe, for Recovery thereof, and to compound and agree for the ſame, and to give Receipts, Acquittances, or other ſufficient Diſcharges for the ſame in the Name of the ſaid *J. M.* or in his or their own Name or Names, and to do all other lawful Act or Acts, Thing or Things whatſoever concerning the Premiſſes, as fully in every Reſpect as the ſaid *J. M.* herſelf might or could do, if ſhe were perſonally preſent; **And** the ſaid *J. M.* for herſelf, her Heirs, Executors and Adminiſtrators, doth covenant with the ſaid *W. W.* his Executors, Adminiſtrators and Aſſigns, that ſhe the ſaid *J. M.* her Executors or Adminiſtrators, ſhall not, nor will at any Time hereafter, withour the Conſent of the ſaid *W. W.* his Executors, Adminiſtrators or Aſſigns, acquit, diſcharge or releaſe the ſaid Obligation, or the Monies thereupon due, or any Part thereof, but ſhall and will ſatisfy all ſuch lawful Accounts and Proceedings in Law or Equity, as ſhall be brought, proſecuted or defended, concerning the ſame, or by Reaſon thereof, and will not voluntarily ſuffer a Nonſuit, or diſavow or diſcontinue any ſuch Action or Suit, and that it ſhall and may be lawful, to and for the ſaid *W. W.* his Executors, Adminiſtrators and Aſſigns, to receive and enjoy to his and their own Uſe and Uſes all ſuch Sum and Sums of Money as ſhall be duly recovered by virtue of the ſaid Obligation or Writing obligatory, or the Condition thereof, without any Account to be given for the ſame: **And** that neither ſhe the ſaid *J. M.* her Executors, Adminiſtrators or Aſſigns, ſhall or will revoke

Recital of the Bond with Surety.

Conſideration.

Aſſignment.

Letter of Attorney.

Covenant not to diſcharge the Bond, &c.

Nor to revoke theſe Preſents.

voke theſe Preſents, but upon every reaſonable Requeſt do and execute all and every ſuch further Act or Thing whatſoever, for the better enabling and authorizing him the ſaid *W. W.* his Executors, Adminiſtrators and Aſſigns, to recover and receive to his and their own proper Uſe and Uſes all ſuch Sum and Sums of Money, as are or ſhall be due by virtue of the ſaid Obligation, as by the ſaid *W. W.* his Executors, Adminiſtrators or Aſſigns, or his or their Counſel learned in the Law, ſhall be reaſonably required. **In Witneſs**, &c.

An Aſſignment of ſeveral Bonds to a Truſtee for a Widow, with Conſent of her intended Huſband, that the Money be at her Diſpoſal after Marriage.

THIS Indenture Tripartite made, *&c.* **Between** *J. D.* of —— of the firſt Part, *S. G.* of ——, of the ſecond Part, and *O. W.* of ——, of the third Part. **Whereas** *J. T.* of —— did heretofore, by one Writing obligatory, bearing Date the ——, become bound unto the ſaid *S. G.* in the penal Sum of 40*l.* with Condition to be void upon the Payment of 20*l.* 10*s.* on the —— Day of —— then next following; and alſo by one other Obligation, bearing Date, *&c.* (*as before*): **And whereas** *A. T.* of —— did likewiſe by one Obligation, *&c.* (*as before*), and alſo by one other Obligation, *&c.* —— as by the ſaid recited Obligations, Relation being thereunto reſpectively had, may more at large appear; which ſeveral principal Sums of Money in the ſeveral Conditions of the above-recited Obligations, amount in the whole to the Sum of 200*l.* and are yet due and owing unto the ſaid *S. G.* **Now this Indenture witneſſeth**, That a Marriage being intended ſhortly to be had and ſolemnized between the ſaid *J. D.* and *S. G.* in Conſideration thereof, among other Things it is agreed, that the ſaid Sum of 200*l.* Principal Money in the Conditions of the recited Obligations mentioned, and the Intereſt thereof, ſhall be diſpoſed in ſuch Manner as herein after is expreſſed; And in Purſuance of the ſaid Agreement, the ſaid *S. G.* with the Conſent of the ſaid *J. D.* **Hath** granted and aſſigned, and by theſe Preſents **Doth** grant and aſſign unto the ſaid *O. W.* the ſeveral Writings obligatory before recited, and all and every the Sum and Sums of Money upon them due, or to become due. **And** the ſaid *J. D.* and *S. G.* (*here inſert a Letter of Attorney, as before* Mutatis Mutandis) for the Uſes, Intents and Purpoſes herein after mentioned, *&c.* —**And**, &c. (*inſerting a Covenant that* J. D. *and* S. G. *their*, &c. *ſhall not diſcharge or releaſe the Bonds*); **And alſo**, &c. (*adding a Covenant for further Aſſurance. Vid.* Tit. **Covenants.**) **Provided always**, and upon the ſpecial Truſt and Confidence, and to this Intent and Purpoſe, that the ſaid *O. W.* his Executors and Adminiſtrators, ſhall pay unto the ſaid *S. G.* ſo much Money as the ſaid *O. W.* ſhall receive for the Intereſt or Proceed of the ſaid 200*l.* during ſo long Time as the ſaid *J. D.* and *S. G.* ſhall live and cohabit together. **And** the ſaid *J. D.* for himſelf, his Heirs, Executors and Adminiſtrators, doth hereby further covenant and grant to and with the ſaid *O. W.* in Manner following, (*to wit*) That the whole Intereſt, Product or Proceed of the ſaid 200*l.* which the ſaid *O. W.* his Executors or Adminiſtrators, ſhall, as aforeſaid, from Time to Time, and at all Times, accept, receive and take, he the ſaid *O. W.* his Executors or Adminiſtrators, ſhall pay to the ſaid *S. G.* as a Feme Sole. And the ſaid *S. G.* is hereby authorized and impowered to receive and take the ſame, and fully to diſcharge the ſaid *O. W.* his Heirs, Executors and Adminiſtrators, and every of them, by her Acquittance or otherwiſe, with or without the Conſent of the ſaid *J. D.* as if ſhe were a Feme Sole, and all the Reſidue of the Intereſt or Proceed of the ſaid 200*l.* together with the ſaid Principal Sum, to ſuch Perſon or Perſons as the ſaid *S. G.* by any Writing under her Hand and Seal, with or without her ſaid intended Huſband, or by her laſt Will and Teſtament in Writing, ſhall appoint or direct; and for Want of ſuch Direction and Appointment, to the Executors and Adminiſtrators of the ſaid *S. G.* **Provided alſo**, and it is agreed between all the Parties hereunto, That if the ſaid *O. W.* his Executors or Adminiſtrators, ſhall receive any Part of the ſaid Principal Sum of 200*l.* then he or they ſhall lend out the ſame again at Intereſt, to ſuch Perſon or Perſons, and on ſuch Security, as the ſaid *S. G.* by Writing under her Hand and Seal, with or without the ſaid *J. D.* ſhall direct: **And** that the ſaid *O. W.* his Executors or Adminiſtrators, ſhall not be chargeable to anſwer any Intereſt or Profit of the ſaid 200*l.* or ſo much thereof as ſhall remain in his or their Hands unlent in Default of ſuch Direction. **And alſo** that, notwithſtanding any Thing before in theſe Preſents contained, it ſhall and may be lawful to and for the ſaid *O. W.* his Executors and Adminiſtrators, out of any Intereſt Money by him or them to be received by virtue of theſe Preſents, to reimburſe and retain to him and themſelves all ſuch Sum and Sums of Money as he or they ſhall neceſſarily expend or lay out by Reaſon of any Suit or Suits in Law touching the Premiſſes, not occaſioned by any Breach of Truſt by the ſaid *O. W.* his Executors or Adminiſtrators. **In Witneſs**, &c.

Recital of Bonds.

Letter of Attorney.

Covenant not to diſcharge the Bonds.

Proviſo for Truſtee to pay the Wife Intereſt of the Bonds.

Covenant that the Huſband ſhall permit Truſtee to pay Wife as if a Feme Sole, and ſhe to give Acquittances.

Proviſo that Truſtee ſhall let out ſuch Part of the Premiſſes as he may receive.

And that the Truſtee not chargeable with Intereſt, *&c.* of ſuch Money as is unlent.

And that he may lay out Intereſt in neceſſary charges in Law, *&c.*

An Aſſignment of a Mortgage Bond, by Indorſement thereon, to the Intent to keep the ſame on Foot againſt the Heirs of the Mortgagor deceaſed.

Whereas *A.* of, *&c.* on the Day of the Date hereof hath paid unto me the within named *B.* all Principal and Intereſt Monies ſecured unto me by the within written Bond and Indenture of Mortgage bearing even Date therewith, within likewiſe mentioned; And I the ſaid *B.* in Conſideration thereof, by Indenture Tripartite of Aſſignment bearing even Date with theſe Preſents, made between me the ſaid *B.* of the firſt Part, Dame *S. H.* Widow and Relict of the within named Sir *J. H.* of the ſecond Part, and the ſaid *A.* of the third Part, have aſſigned unto the ſaid *A.* his Executors, Adminiſtrators and Aſſigns, the ſaid Indenture of Mortgage, and all and ſingular the Lands and Hereditaments thereby demiſed, and all my Eſtate, Right and Intereſt therein, in the Manner therein mentioned: **Now theſe Preſents witneſs**, That I the ſaid *B.* (in Conſideration of theſe Premiſſes, and to the Intent that the ſaid within written Bond may be aſſigned and kept on Foot, and that he the ſaid *A.* his Executors and Aſſigns, may have the full Benefit thereof,) have aſſigned and transferred, and by, *&c.* aſſign, transfer and ſet over, unto the ſaid *A.* his Executors, Adminiſtrators and Aſſigns, *The* ſaid within written Bond, and all Sum and Sums of Money thereby ſecured and now due, or to become due and payable by virtue thereof, and all Benefit and Advantage whatſoever, for or in reſpect of the ſame; **And** I the ſaid *B.* have conſtituted and appointed, and by, *&c.* appoint, and in my Place and Stead put the ſaid *A.* his Executors, Adminiſtrators and Aſſigns, my true and lawful Attorney and Attornies irrevocable, for me and in my Name, but to the only Uſe of the ſaid *A.* his Executors and Aſſigns, to aſk, demand, ſue for, recover and receive all Principal and Intereſt Money due and to become due by virtue of the ſaid Bond, and to have and take all lawful Ways and Means, in the Name of me the ſaid *B.* or otherwiſe, for the recovering, receiving and diſcharging the ſame, and that as fully, amply and effectually, to all Intents and Purpoſes whatſoever, as I the ſaid *B.* could or might have done the ſame if perſonally preſent, or if theſe Preſents had not been made; Provided I the ſaid *B.* my Heirs, Executors and Adminiſtrators, are ſaved harmleſs and kept indemnified by the ſaid *A.* his Heirs, Executors and Adminiſtrators, of and from all Coſts and Damages which ſhall or may happen by virtue of any Power hereby given. **In Witneſs**, &c.

An Aſſignment of a Mortgage Bond to the Aſſignee of the Mortgage, by an Adminiſtrator and Brother of the Obligee, to another Brother, towards Satisfaction of his Share of the Obligee's perſonal Eſtate.

Recitals. Obligee's Death. Adminiſtration. Mortgage and Bond.

To all, &c. I *J. R.* of, *&c.* ſend Greeting. **Whereas** the within named *P. R.* died Inteſtate, leaving three Brothers and one Siſter, of which *S. R.* of, *&c.* is one, and I the ſaid *J. R.* am another: **And whereas** Letters of Adminiſtration of the Goods, Chattels, Rights and Credits late of the ſaid *P. R.* have been duly granted unto me out of the Prerogative Court of *Canterbury*; **And whereas** the within recited Indenture of Mortgage was made for ſecuring the Repayment of 1000 *l.* Principal Money, and Intereſt thereof, and the within written Bond or Obligation was entered into for better ſecuring the Payment of the ſame Principal Money and Intereſt, and there is now due by virtue of the ſaid Security for

Acceptance by one Brother of Aſſignments in Part of his Share of Obligee's Effects.

Principal and Intereſt, the Sum of 1083 *l.* 6 *s.* 8 *d.* **And whereas** the ſaid *S. R.* having propoſed to accept of Aſſignments of the ſaid Principal and Intereſt Monies due as aforeſaid, and of the Securities for the ſame, as and for the Sum of 1083 *l.* 6 *s.* 8 *d.* in Part of his Share of the perſonal Eſtate, late of the ſaid *P. R.* I the ſaid *J. R.* did agree that ſuch Aſſignments ſhould be made accordingly, and in Purſuance of ſuch Agreement by Indenture, bearing even Date herewith, the ſaid Mortgage and Monies thereupon due, are aſſigned to the ſaid *S. R.*

Aſſignment of the Bond.

Now know ye, that in further Purſuance of the ſaid Agreement, and in Conſideration of the Sum of 5 *s.* to me the ſaid *J. R.* in Hand paid by the ſaid *S. R.* I the ſaid *J. R.* as far as in me lies, **Have** aſſigned, transferred and ſet over, and hereby **Do**, &c. unto and to and for the Uſe and Benefit of the ſaid *S. R.* his Executors, Adminiſtrators and Aſſigns, **The** ſaid Bond or Obligation, and all Monies due and to grow by virtue thereof, and all Benefit and Advantage to be had and made by virtue of the ſame Bond or Obligation, and all my Right and Intereſt in and to the ſaid Bond or Obligation, and Money due and to grow due thereupon; **And** I do hereby make and conſtitute the ſaid *S. R.* his Executors, Adminiſtrators and Aſſigns, the true and lawful Attorney and Attornies irrevocable of me and my Executors, at his and their Coſts and Charges, in the Name or Names of me or my Executors, to commence and proſecute any Action or Actions, Suit or Suits, for recovering and receiving all Monies due or to be due, upon or by virtue of the ſaid Bond or Obligation. **In Witneſs**, &c.

An

An Aſſignment of a Bond by two Executrixes and Reſiduary Legatees of the deceaſed Obligee, which is decreed to be paid out of the Real Eſtate of the Obligor, he being alſo dead, in Conſideration of Money paid.

THIS Indenture made, &c. Between *M. W.* of, &c. Widow, and *J. E.* of, &c. Spinſter, being the Executrixes and Reſiduary Legatees of the laſt Will and Teſtament of *M. E.* late of, &c. Spinſter, deceaſed, of the one Part, and *E. L.* Gent. of the other Part. Whereas Sir *R. P.* late of, &c. Knt. deceaſed, by his Bond or Obligation, bearing Date, &c. became bound unto the ſaid *M. E.* in the penal Sum of 200 *l.* conditioned for Payment by the ſaid Sir *R. P.* his Heirs, Executors or Adminiſtrators, unto the ſaid *M. E.* her Executors, Adminiſtrators or Aſſigns, of the Sum of 101 *l.* 10 *s.* of, &c. on, &c. And whereas the ſaid *M. E.* afterwards departed this Life, having firſt made and executed her laſt Will and Teſtament in Writing, dated, &c. and thereof nominated the ſaid *M. W.* and *J. E.* the Executrixes and Reſiduary Legatees of her ſaid Will, ſoon after which ſaid Deceaſe of the ſaid *M. E.* the ſaid *M. W.* and *J. E.* did duly prove the ſaid Will of their ſaid Teſtatrix in the Spiritual Court: And whereas Sir *R. P.* departed this Life, after whoſe Deceaſe, by a Decree made in the High and Honourable Court of Chancery, upon the —— Day of, &c. in a Cauſe there depending, wherein Dame *M. P.* Widow and Relict of the ſaid Sir *R. P.* and *P.* and *M. P.* Infants by the ſaid Dame *M.* their next Friend, were Plaintiffs, and *T. P.* Eſq; Son and Heir of the ſaid Sir *R. P.* and others were Defendants, and in a Croſs Cauſe wherein the ſaid *T. P.* by his next Friend was Plaintiff, and the ſaid *M. P.* and others were Defendants, the Real Eſtate of the ſaid *R. S.* was ſubjected to the Payment of his Debts: And whereas the ſaid Bond or Obligation was proved in the ſaid Cauſes, and the Receiver appointed by the ſaid Court of the Eſtate, late of the ſaid Sir *R. P.* has cleared and paid the Intereſt due upon the ſaid Bond to the —— of —— and has been allowed the ſaid Payments before the Maſter, to whom the Account of the ſaid Eſtate is referred by the ſaid Court, and ſuch Payments of Intereſt are indorſed upon the ſaid Bond, as by the ſaid Bond or Obligation, and Condition and Indorſement thereupon, and the ſaid Will and Probate thereof, and the ſaid Decree and Maſter's Report, and other Proceedings in the ſaid Cauſes in the ſaid Court of Chancery, Relation being thereunto had, doth and may more fully appear: And whereas the ſaid Principal Sum of 100 *l.* together with the Sum of ——— *l.* for the Intereſt thereof, (amounting together to the Sum of —— *l.*) is now remaining due upon the ſaid Bond from the Eſtate late of the ſaid Sir *R. P.* Now this Indenture witneſſeth, that for and in Conſideration of the Sum of —— *l.* of good *Britiſh* Money to the ſaid *M. W.* and *J. E.* in Hand well and truly paid by the ſaid *E. L.* at, &c. the Receipt, &c. they the ſaid *M. W.* and *J. E.* have aſſigned, transferred and ſet over, and by theſe Preſents Do aſſign, &c. unto the ſaid *E. L.* his Executors, Adminiſtrators and Aſſigns, the ſaid Bond or Obligation, and all the Benefit and Advantage thereof, and all Monies due or to grow due upon the ſame. And the ſaid *M. W.* and *J. E.* do by theſe Preſents make, ordain, &c. (*as uſual*) and to do or cauſe to be done all lawful Act and Acts, Thing and Things, for the recovering, obtaining and getting of the ſaid Debt or Sum of Money which they the ſaid *M. W.* and *J. E.* might or could do or cauſe to be done; and alſo to keep and detain to his and their Uſe all ſuch Monies ſo to be received, without any Account to be given to the ſaid *M. W.* and *J. E.* or either of them, their or either of their Executors or Adminiſtrators concerning the ſame: And the ſaid *M. W.* for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective Heirs, Executors and Adminiſtrators, and not jointly, nor one of them for the other of them, nor for the Heirs, Executors, Adminiſtrators, nor Acts of the other of them, do covenant with the ſaid *E. L.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, in Manner following, *viz.* That they the ſaid *M. W.* and *J. E.* their, &c. and every of them, ſhall and will juſtify, allow, ratify and confirm all and whatſoever the ſaid *E. L.* his Executors, Adminiſtrators or Aſſigns, ſhall lawfully do or cauſe to be done in or about the Premiſſes: And that neither they the ſaid *M. W.* and *J. E.* their, &c. nor any of them, ſhall or will revoke or make void this Letter of Attorney, nor any Authority hereby given to the ſaid *E. L.* his, &c. without the Conſent of the ſaid *E. L.* his, &c. And alſo that they the ſaid *M. W.* and *J. E.* their Executors or Adminiſtrators, ſhall not nor will (unleſs it be at the Requeſt of the ſaid *E. L.* his Executors or Adminiſtrators) releaſe or diſcharge the ſaid Obligation, or any Debt thereby due, nor diſavow or become nonſuit in any Action or Suit to be brought upon the ſaid Obligation; nor do or willingly ſuffer to be done any Act or Thing whereby the ſaid Monies payable, or which ſhall grow payable by or upon the ſaid Obligation, may not be recovered, had and received by the ſaid *E. L.* his Executors or Adminiſtrators, to his and their own Uſe; And will do any other or further reaſonable Act or Acts for the better aſſigning the ſaid Bond and

Recital of Sir *R. P.*'s Bond to *M. E.*

M. E.'s Death. Will.

M. W. and *J. E.* Executrixes and Reſiduary Legatees.

R. P. the Obligor's Death.

A Decree in Chancery, whereby ſaid Sir *R. P.*'s Real Eſtate was ſubjected to pay his Debts.

This Bond proved, Intereſt thereof ſince paid and allowed.

Money now remaining due.

Conſideration.

Aſſignment.

Letter of Attorney.

Covenant to juſtify and confirm what ſhall be done by virtue hereof,

and not to revoke any Authority hereby given,

nor releaſe the Bond, &c.

but will do any further Act.

and Monies thereby ſecured unto the ſaid *E. L.* his Executors, Adminiſtrators or Aſſigns, provided that they, or any of them, be not at any Charge, nor compelled to travel from their reſpective Places of Abode for doing thereof: **And** the ſaid *E. L.* for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant with the ſaid *M. W.* and *J. E.* their Executors and Adminiſtrators, by theſe Preſents, that he the ſaid *E. L.* his, *&c.* ſhall and will from Time to Time, and at all Times hereafter, ſave and keep harmleſs and indemnified the ſaid *M. W.* and *J. E.* their Heirs, *&c.* and every of them, of and from all Coſts, Charges, Damages and Expences whatſoever, which ſhall or may any way fall upon or become payable by or be recovered againſt the ſaid *M. W.* and *J. E.* their Heirs, Executors or Adminiſtrators, or any of them, by Means or Occaſion of any Action or Actions, Suit or Suits, to be brought or proſecuted in the Names of the ſaid *M. W.* and *J. E.* (or either of them) their or either of their Executors or Adminiſtrators, by virtue of theſe Preſents, or of any Power or Authority hereby given unto the ſaid *E. L.* his Executors, Adminiſtrators or Aſſigns. **In Witneſs**, &c.

The Aſſignee covenants to indemnify the Aſſignors from Coſts, *&c.* of Actions, *&c.* proſecuted in their Names.

An Aſſignment of a Bond for Payment of Money, purſuant to an Order in Chancery.

THIS Indenture made, *&c.* **Between** *J. L.* of, *&c.* and *J. R.* of, *&c.* **Whereas**, &c. (*Recite the Bond from* J. B. *and* J. S. *to the ſaid* J. L.) as by, *&c.* **Now this Indenture witneſſeth**, That the ſaid *J. L.* in Obedience to and in Purſuance of a Decree or Order made the, *&c.* laſt paſt before the Date hereof, in his Majeſty's High Court of Chancery, upon a Hearing in a Cauſe there depending between the ſaid *J. R.* Plaintiff, and the ſaid *J. L.* and *J. S.* Defendants, **Hath** aſſigned and ſet over unto the ſaid *J. R.* his, *&c.* **As well** the ſaid Obligation, *&c.*

An Aſſignment of an Aſſignment of a Bond for Payment of Money.

By Indenture.

THIS Indenture made, *&c.* **Between** *T. H.* of, *&c.* of the one Part, and *C. B.* of, *&c.* of the other Part. **Whereas**, &c. (*Recital of the Bond, and of an Indenture of Aſſignment thereof*): **Now this Indenture witneſſeth**, That, *&c.* (*as uſual to*) recited Bond or Obligation, and the ſaid recited Indenture of Aſſignment thereof, and all and every ſuch Sum, *&c.* and all the Right, *&c.* of, in or to the ſaid Bond or Obligation, and the ſaid Indenture of Aſſignment thereof, and all Benefit, *&c.* **To have**, &c. the ſaid Bond, Aſſignment, Monies, and all, *&c.* (*Add a Letter of Attorney and Covenants; ſee before.*) **In Witneſs**, &c.

An Aſſignment of an Eaſt India *Bond by a Feme Sole (by the Conſent of her intended Huſband) to Truſtees for her Uſe notwithſtanding her Coverture.*

THIS Indenture Tripartite, made, *&c.* **Between** *A.* of, *&c.* of the firſt Part, *B.* of, *&c.* Spinſter, of the ſecond Part, and *C.* and *D.* (*two Truſtees*) of the third Part. **Whereas** the *Engliſh* Company trading to the *Eaſt Indies*, by their Bond or Obligation under their common Seal, bearing Date on or about the, *&c.* and numbered 1708. became bound unto *E F.* Eſq; in the penal Sum of 200*l.* with Condition thereunder written for the Payment of 100*l.* and Intereſt unto the ſaid *E. F.* his Executors, Adminiſtrators or Aſſigns, on a certain Day therein mentioned, *As* by the ſaid Bond or Obligation may appear: **And whereas** the ſaid Bond is duly aſſigned to the ſaid *B.* who is at preſent thereof poſſeſſed and intitled to the Money due thereupon: **And whereas** a Marriage is intended (by God's Permiſſion) to be ſhortly had and ſolemnized between the ſaid *A.* and *B.* And it hath been agreed between them, that the ſaid Bond or Obligation, and all Monies thereupon due, ſhould before the Solemnization of the ſaid intended Marriage be aſſigned in ſuch Manner and upon ſuch Truſts as are herein after mentioned and expreſſed of and concerning the ſame: **Now this Indenture witneſſeth** that in Purſuance of the ſaid Agreement, and for and in Conſideration of the Sum of 5*s.* of, *&c.* to the ſaid *B.* in Hand paid by the ſaid *C.* and *D.* at or before, *&c.* the Receipt whereof is hereby acknowledged, ſhe the ſaid *B.* (by and with the Conſent of the ſaid *A.* teſtified, *&c.*) **Hath** aſſigned, transferred and ſet over, and by, *&c.* **Doth**, &c. unto and to the Uſe of the ſaid *C.* and *D.* their Executors, Adminiſtrators and Aſſigns, the ſaid recited Bond or Obligation, and all Monies thereupon due and to grow due, and all Benefit and Advantage to be had, made or obtained, upon or by virtue of the ſame

Recital of *Eaſt India* Bond to *E. F.* which is aſſigned to *B.* the Poſſeſſor thereof.

Agreement on Treaty of Marriage.

Conſideration.

Aſſignment.

Bond or Obligation: **Nevertheleſs upon the Truſts**, and to and for the Intents and Purpoſes herein after declared, mentioned and expreſſed of and concerning the ſame, *viz.* **In Truſt** for the ſaid *B.* her Executors, Adminiſtrators and Aſſigns, until the Solemnization of the ſaid Marriage; and from and after the Solemnization thereof, **Then upon Truſt** that they the ſaid *C.* and *D.* and the Survivor of them, and the Executors, Adminiſtrators and Aſſigns of ſuch Survivor, ſhall and do from Time to Time, and at any Time or Times then after, aſſign, pay, apply and diſpoſe of the ſaid Bond or Obligation, and the ſaid Principal Sum of 100*l.* and the Intereſt, Profit and Proceed to ariſe and be made thereof, unto ſuch Perſon and Perſons, in ſuch Parts and Shares, and for ſuch Uſes, Intents and Purpoſes, as ſhe the ſaid *B.* by Deed or Writing, Deeds or Writings under her Hand and Seal, duly executed in the Preſence of two or more credible Witneſſes, or by her laſt Will and Teſtament in Writing, or any other Writing purporting to be her laſt Will and Teſtament, ſigned and publiſhed in the Preſence of the like Number of Witneſſes, ſhall from Time to Time notwithſtanding the ſaid intended Coverture, direct or appoint with or without the Conſent of the ſaid *A.* (it being intended that the Premiſſes hereby aſſigned ſhall not be ſubject to his Controul, Diſpoſal, Forfeiture or Incumbrance); **And** for want of ſuch Direction or Appointment, then in Truſt for all and every the Child and Children of the Body of the ſaid *B.* to be begotten, to be paid intirely to one ſuch Child in caſe there be no more than one; and to be equally divided between them Share and Share alike in caſe there ſhall be more ſuch Children than one: **But** in caſe there ſhall be no Child or Children of the Body of the ſaid *B.* or there being ſuch, all of them ſhall happen to die before any of them ſhall attain the Age of 21 Years, **Then in Truſt** for the ſaid *A.* his Executors, Adminiſtrators and Aſſigns; **Provided**, and it is hereby declared, that the Receipt in Writing of the ſaid *B.* under her Hand and Seal, ſhall after the Solemnization of the ſaid intended Marriage be a ſufficient Diſcharge for the ſaid Bond or Obligation, or ſo much of the Monies thereupon due and to grow due, as ſhe ſhall think fit to receive and take into her own Hands. **Provided alſo**, and it is hereby declared and agreed, that when the ſaid Principal Sum of 100*l.* ſhall be paid in by the ſaid Company (trading as aforeſaid) the ſame ſhall and may be from Time to Time placed out by the ſaid *C.* and *D.* or the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor, upon ſome Security at Intereſt, to be approved of by the ſaid *B.* (in caſe ſhe ſhall be then living, otherwiſe without ſuch Approbation); *And that* the ſame 100*l.* when ſo placed out, and the Intereſt, Profit and Proceed to ariſe and be made thereof, ſhall be upon the ſame or like Truſts aforeſaid; **And** the ſaid *A.* for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, promiſe, grant and agree, to and with the ſaid *C.* and *D.* their Executors and Adminiſtrators, by theſe Preſents, in Manner following, *viz.* That the ſaid Bond or Obligation, and the ſaid Principal Sum of 100*l.* and all Intereſt, Profit and Proceed to ariſe thereby, ſhall and may from Time to Time, and at all Times from and after the Solemnization of the ſaid intended Marriage, be received, taken, uſed and quietly enjoyed, purſuant and according to ſuch Directions and Appointments as ſhall be thereof made by the ſaid *B.* notwithſtanding her Coverture, without the Let, Suit, Interruption or Diſturbance of or by the ſaid *A.* his Executors, Adminiſtrators or Aſſigns, or of or by any Perſon or Perſons lawfully claiming or to claim, by, from or under him, them, or any of them: **And** alſo that he the ſaid *A.* his Executors and Adminiſtrators, ſhall and will from Time to Time, and at all Times hereafter, do, perform and execute any ſuch reaſonable Act, Matter or Thing, Acts, Matters or Things whatſoever, be it by Letter or Letters of Attorney irrevocable, or otherwiſe, for the making good and effectual the Aſſignment hereby made, and ſuch Diſpoſitions as by ſuch Direction or Appointment as aforeſaid ſhall be made of the ſaid Principal Sum of 100*l.* and of the Intereſt, Profit and Proceed thereof, or of any Part or Parts thereof, and of the ſaid Bond or Obligation, or other Security to be made or taken by Virtue or in Purſuance of theſe Preſents, for the ſaid Sum of 100*l.* or any Part thereof, or any the Intereſt, Profit or Proceed thereof, or any Part thereof, as ſhall be reaſonably required by the ſaid *C.* and *D.* or by the Survivor of them, or the Executors or Adminiſtrators of ſuch Survivor. **Provided**, and it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, that the ſaid *C.* and *D.* or either of them, or the Heirs, Executors or Adminiſtrators of either of them, ſhall not be anſwerable for any Loſs that ſhall happen of the ſaid Principal Sum of 100*l.* or Part thereof, or of the Intereſt, Profit or Proceed to be made thereof, without their wilful Neglect or Default; **And** that they, either or any of them, ſhall not be anſwerable for the other or others of them, or for the Acts, Defaults or Receipts of the other or others of them, but every one of them for his own Acts, Defaults and Receipts only; **And** that they, any or either of them, ſhall not be anſwerable for any more Monies than they ſhall reſpectively actually receive; **And** that they, each and every of them, ſhall be reimburſed all their Coſts, Charges and Expences which they ſhall reſpectively lay out, expend or be put unto in the Execution or Management of the before mentioned Truſts, or any of them, out of the before mentioned Principal Sum of 100*l.* or the Intereſt, Profit or Proceed thereof. **In Witneſs**, &c.

Upon Truſts.

Proviſo that when the Company pays off the Bond, the Money to be put out upon the ſame Truſts.

Huſband covenants that the Money ſhall be ſo enjoyed without his Interruption.

That he will execute further Acts, &c.

Proviſo that the Truſtees ſhall not be anſwerable for Loſs, &c.

but ſhall be reimburſed their Coſts.

An Aſſignment of a Bond in Truſt for the Uſes of Marriage Articles, in Diſcharge of the Reſidue of Money (a Mortgage being made for Part) due on a Bond to the like Uſes.

THIS Indenture Quadripartite, made, &c. Between *M. H.* of, &c. of the firſt Part, *J. E.* of, &c. of the ſecond Part, *E. H.* of, &c. and *R.* his Wife, of the third Part, and *C. W.* of, &c. and *L. H.* of, &c. of the fourth Part. Whereas the ſaid *M. H.* in and by one Bond, &c. dated, &c. became bound unto the ſaid *C. W.* in the penal Sum of, &c. conditioned for the Payment of, &c. on, &c. to be applied and diſpoſed to, for and upon ſuch Ends, Intents, Truſts and Purpoſes, as were agreed and declared in and by certain Articles of Agreement bearing Date, &c. and made between the ſaid *E. H.* of the one Part, and the ſaid *C. W.* and *L. H.* of the other Part: And whereas *R. M.* of, &c. ſince deceaſed, together with the ſaid *J. E.* in and by one Bond, &c. became bound unto the ſaid *M. H.* in the penal Sum of, &c. conditioned to be void on Payment by the ſaid *R. M.* and *J. E.* of the Sum of, &c. on, &c. as by, &c. And whereas the ſaid *M. H.* hath, in and by one Indenture bearing Date the Day next before the Day of the Date hereof, granted to the ſaid *C. W.* by way of Mortgage a Meſſuage, &c. for ſecuring —— *l.* and Intereſt towards diſcharging and in Part of Payment of the ſaid firſt recited Bond: Now this Indenture witneſſeth, that the ſaid *M. H.* for the Payment and Satisfaction of, &c. and in full Diſcharge of the ſaid firſt recited Bond, and in Conſideration alſo of the Sum of 5 *s.* of, &c. to her in Hand, &c. by the ſaid *C. W.* and *L. H.* well, &c. ſhe the ſaid *M. H.* Hath, &c. unto the ſaid *C. W.* and *L. H.* their, &c. The ſaid laſt recited Bond or Obligation entered into by the ſaid *R. M.* and *J. E.* to the ſaid *M. H.* as aforeſaid, and the Monies thereby ſecured, and all his Right, &c. And, &c. (*Letter of Attorney*) for her and in her Name, and in the Name or Names of her Executors and Adminiſtrators, but upon the Truſts, and for the Ends, Intents and Purpoſes in the ſaid Articles mentioned, to aſk, &c. and for Non-payment, &c. and on Payment, &c. All which Monies, when received, ſhall and ought to be laid out, applied and diſpoſed to and for ſuch Uſes, Intents, Truſts and Purpoſes, as are agreed and declared by and in the ſaid before mentioned Articles. And, &c. (*Covenant not to receive the Money, nor releaſe*, &c.) In Witneſs, &c.

Recital of Bond from *M. H.* to *C. W.* to Uſes.

Another from *R. M.* now deceaſed, and ſaid *J. E.* to ſaid *M. H.*

Mortgage from *M. H.* to *C. W.*

Aſſignment of ſecond Bond.

Letter of Attorney upon Truſt.

An Aſſignment of a Bond for Payment of Money, from the Obligee to a Friend of one of the Obligors (who was bound as Surety with the other Obligor for his proper Debt) in Truſt for the ſaid Surety, given on his paying the Money, he having no Counter-Bond or other Indemnity.

THIS Indenture made, &c. Between *T. L.* of, &c. of the one Part, and *A. W.* of, &c. Widow, and *R. S.* of, &c. of the other Part. Whereas by one Bond, &c. bearing Date, &c. *A. M.* of, &c. (together with the ſaid *R. S.* but for the proper Debt of the ſaid *A. M.*) became jointly and ſeverally bound unto the ſaid *T. L.* in, &c. And whereas before the Day of the Date of theſe Preſents, it was agreed by and between the ſaid *T. L.* and *R. S.* that the ſaid *T. L.* in Conſideration of the Sum of, &c. to him paid by the ſaid *R. S.* ſhould aſſign over the ſaid Bond unto her the ſaid *A. W.* and give and grant unto her the ſaid *A. W.* and her Aſſigns, full Power and Authority to receive and take of the ſaid *A. M.* his, &c. the Money due and to be due on the ſaid Bond, in Truſt for him the ſaid *R. S.* Now, &c. as well for and in Conſideration of the ſaid Sum of 625 *l.* in Hand, &c. by the ſaid *R. S.* as in Performance of the ſaid Agreement on the Part of him the ſaid *J. T.* and alſo for and in Conſideration of the Sum of 5 *s.* of, &c. by the ſaid *A. W.* the Receipt, &c. He the ſaid *T. L.* Hath, &c. unto the ſaid *A. W.* her, &c. (*Letter of Attorney in Truſt for* R. S. *his*, &c. *and proper Covenants as uſual; ſee before.*) In Witneſs, &c.

An Aſſignment of a Bond for Payment of Money for Goods ſold on their Arrival abroad.

TO all, &c. *D. F.* &c. ſends Greeting. Whereas *R. L.* for himſelf, and *J. B.* and *J. M.* of, &c. in *New England*, Merchants, by Obligation under his Hand and Seal, dated the, &c. ſtands bound unto the ſaid *D. F.* in the Sum and Penalty of —— *l.* of, &c. with Condition underwritten, That if the ſaid *R. L. J. B.* and *J. M.* or either of them, their, &c. ſhould pay unto the ſaid *D. F.* at *London*, his, &c. the Sum of, &c. of like Money, &c.

for

for Merchandizes bought by the ſaid *R. L.* for himſelf and the ſaid *J. B.* and *J. M.* of the ſaid *D. F.* and ſhipped on Board the *T. J. M.* Maſter, bound from *London* to *B.* in *New England*, ſix Months after the ſafe Arrival and Delivery of the ſaid Goods at *B.* aforeſaid to them or their, or either of their Order, then the ſaid Obligation to be void, or to that Effect, as thereby, Relation, *&c.* which ſaid Goods are ſince arrived and delivered at *B.* aforeſaid: **Now know ye,** that for and in Conſideration of the Sum of, *&c.* to the ſaid *D. F.* in Hand, *&c.* the Receipt, *&c.* he the ſaid *D. F.* **Hath** aſſigned and ſet over, and by theſe Preſents **Doth** fully and abſolutely aſſign and ſet over, and deliver unto the ſaid *J. D.* his, *&c.* the ſaid recited Bond or Obligation, and all Monies therein, and in the Condition thereof mentioned, and thereupon to grow due and payable, and all his Right, *&c.* **To have,** hold and receive the ſame unto the ſaid *J. D.* his, *&c.* to his and their own proper Uſe and Behoof: **And** for the better Recovery and Receiving thereof, he the ſaid *D. F.* doth hereby make, *&c.* the ſaid *J. D.* his, *&c.* to be his true and lawful Attorney, *&c.* (*Letter of Attorney, and then inſert the uſual Covenants.*) **And** the ſaid *D. F.* for himſelf, his, *&c.* doth hereby further covenant and agree with the ſaid *J. D.* his, *&c.* that if the ſaid *R. L. J. B.* and *J. M.* their, *&c.* or any of them, ſhall make any Deduction or Abatement out of the ſaid Sum of——*l.* and Intereſt thereof, due or to grow due and payable by virtue of the ſaid recited Bond, upon Account of Damage of the ſaid Goods, or upon any other Pretence whatſoever, that then he the ſaid *D. F.* his, *&c.* will pay and make good to the ſaid *J. D.* his, *&c.* whatſoever ſhall be deducted or abated out of the ſaid Sum as aforeſaid. **In Witneſs,** &c.

Covenant to make good Monies deducted.

An Aſſignment of a Bond for the peaceable Enjoyment of a Ship; made on aſſigning a Bill of Sale of the Ship.

To all, &c. *T. M. &c.* ſends Greeting. **Whereas** *J. O.* and *D. R. &c.* by Obligation under their Hands and Seals, bearing Date, *&c.* ſtand bound unto the ſaid *T. M.* in the penal Sum of, *&c.* with Condition thereunder written, reciting therein that they the ſaid *J. O.* and *D. R.* by Bill of Sale under their Hands and Seals, dated therewith for the Conſiderations therein mentioned, *Did* grant unto the ſaid *T. M.* all that Ship called the *M.* Burthen about——Tons, whereof *P. J.* then late was Maſter, and all Appurtenances and Things to the ſaid Ship belonging; that if the ſaid *T. M.* his, *&c.* ſhall enjoy the ſaid Ship with her Appurtenances, free of all former Gifts, *&c.* by them or any other Perſons whatſoever, then the ſaid Obligation to be void, or to that Effect, as by the ſaid, *&c.* **And whereas** the ſaid Ship by Bill of Sale, dated herewith, is now ſold unto *S. H. &c.* **Now theſe Preſents witneſs,** That to the Intent the ſaid *S. H.* may have and take the Benefit of the ſaid Obligation for his Security and Enjoyment of the ſaid Ship, and in Conſideration of the Sum of 5 *s.* to him in Hand paid by *S. H.* before Sealing hereof, the Receipt, *&c.* he the ſaid *T. M.* **Hath** aſſigned, and **Doth** hereby aſſign and ſet over unto the ſaid *S. H.* his, *&c.* the ſaid recited Obligation, and all his Right, Title, Intereſt, Property, Benefit of Action, Claim and Demand of, in and to the ſame; **And** the ſaid *T. M.* doth hereby make, name and appoint the ſaid *S. H.* his, *&c.* his lawful Attorney, *&c.* **And** the ſaid *T. M.* for himſelf, his, *&c.* doth hereby covenant, *&c.* to and with the ſaid *S. H.* his, *&c.* that he the ſaid *T. M.* hath not at any Time releaſed, vacated, deſtroyed and diſcharged the ſaid Obligation; **And will** at any Time, at the Requeſt and Charge of the ſaid *S. H.* his, *&c.* do any further Acts the better to enable him and them to recover and receive all Benefit and Advantage, by or in reſpect of the ſaid Obligation, to his and their own Uſe and Uſes, as by him and them, or his or their own Counſel ſhall be reaſonably required. **In Witneſs,** &c.

Recital of the Bond.

Bill of Sale.

Aſſignment.

Letter of Attorney,

Covenant that the Bond is not vacated, *&c.*

To do any further Act for the Aſſignee's having the Benefit thereof.

An Aſſignment of a Bond to perform Covenants from the firſt Mortgagee to an Aſſignee of the ſaid Mortgagee.

This Indenture, &c. **Between** *J. T.* of, *&c.* of the one Part, and *R. G.* of, *&c.* of the other Part. **Whereas** by Indenture of Mortgage, bearing Date, *&c.* and made between *A. S.* of, *&c. T. S.* the Younger, of, *&c.* and *S.* his Wife, and *T. S.* the Elder, of, *&c.* of the one Part, and the ſaid *J. T.* of the other Part, they the ſaid *T. S.* the Younger, and *S.* his Wife, and the ſaid *A. S.* and *T. S.* the Elder, for the Conſiderations therein mentioned, *Did* demiſe and grant unto the ſaid *J. T.* two Meſſuages and ſeveral Parcels of Arable Land ſituate, *&c.* in the ſaid Indenture particularly mentioned and deſcribed: **And whereas** the ſaid *T. S.* the Younger, and *A. S.* by their Bond or Obligation bearing even Date with the ſaid recited Indenture, *Did* become jointly and ſeverally bound to the ſaid *J. T.* in the penal

Recitals.

Of Mortgage.

Of Bond.

Sum of 400 *l.* conditioned that he the said *T. S.* the Younger, his Heirs, Executors and Administrators, should observe, perform, fulfil and keep, all and singular the Covenants, Payments and Agreements, mentioned and contained in the said recited Indenture; as by the said in Part recited Indenture and Bond or Obligation and the Condition thereof, (Relation being to them respectively had) more at large may appear: **And whereas** by Indenture *Tripartite* of Assignment, bearing even Date with, and executed immediately before these Presents, and expressed to be made **Between** the said *T. S.* the Younger of the first Part, the said *J. T.* of the second Part, and the said *R. G.* of the third Part, the said *J. T.* in Consideration of 210 *l.* and the same *T. S.* in Consideration of 90 *l.* therein mentioned to be to them respectively paid by the said *R. G. Did* (by the Direction of the said *T. S.* the Younger) assign and set over unto the said *R. G.* the said Messuage, *&c.* and all other the Premisses whatsoever, demised by the said recited Indenture of Mortgage as aforesaid, with their Appurtenances, for the Remainder of 830 Years, thereby granted, as by the said last in Part recited Indenture, *&c.* **Now this Indenture witnesseth,** That the said *J. T.* to the Intent and Purpose that the said *R. G.* may have the Benefit and Advantage of the said recited Bond or Obligation, and if the Condition thereof shall happen hereafter to be broken and not performed, and also for other good Causes and Considerations, him the said *J. T.* in this Behalf moving, **hath** granted, bargained, sold, transferred, assigned and set over, and by these Presents *Doth* fully, freely and absolutely grant, *&c.* unto the said *R. G.* his Executors and Assigns, the said recited Bond or Obligation, and all the Benefit, Profit and Advantage which shall or may be had, gotten or obtained thereby, if the Condition thereof shall happen hereafter to be broken and not performed; **And** doth also by these Presents make, assign, ordain, constitute, appoint, and in his Place and Stead put the said *R. G.* his Executors and Administrators his true and lawful Attorney and Attornies irrevocable, in the Name and Names of the said *J. T.* his Executors and Administrators, but for the sole Use and Benefit of the said *R. G.* his Executors and Administrators, to ask, sue for, (in Law or Equity) levy, require, recover and receive of and from the said *T. S.* the Younger, his Heirs, Executors or Administrators, the said penal Sum of 400 *l.* mentioned in the said recited Obligation, or any Part thereof, if the Condition of the same Obligation shall happen to be hereafter broken and not performed, giving, and by these Presents granting unto his said Attorney and Attornies his full and whole Power and Authority, in and about the Premisses, for him and in his Name, but to the only Use of the said *R. G.* to do, perform, fulfil, accomplish and execute all such lawful Ways and Means whatsoever, as shall be needful, necessary or requisite to be done, in, about or touching or concerning the same, as fully and amply in every respect to all Intents and Purposes as the said *J. T.* might or could do if he were personally present at the doing thereof, ratifying and by these Presents allowing and confirming all and whatsoever his said Attorney or Attornies shall lawfully do or cause to be done in or about the Execution of the same, according to the Intent and true Meaning of these Presents. **And** the said *J. T.* for himself, his Heirs, Executors and Administrators, and for every of them, doth covenant and grant to and with the said *R. G.* his Executors, Administrators and Assigns by these Presents, that he the said *J. T.* hath not at any Time heretofore remised, released, nor any ways discharged the said Bond or Obligation, or the Sum of Money therein contained, nor the said *T. S.* the Younger and *A. S.* therein named; neither shall he the said *J. T.* nor his Executors, or Administrators, or any of them at any Time hereafter remise, release or otherwise discharge the said Bond or Sum of Money therein contained, nor the Parties obliged, nor either of them, their or either of their Heirs, Executors or Administrators or any of them; **And** that he the said *R. G.* his Executors, Administrators and Assigns, shall or may (if the said Bond shall happen hereafter to become forfeited) have and enjoy the Penalty thereof and the Sum of Money therein contained and expressed, to his and their own proper Use and Benefit, without any Account to be given, yielded or rendered for the same or any Part thereof, to the said *J. T.* his Executors, Administrators or Assigns, or any of them; **And** that neither he the said *J. T.* nor his Executors nor Administrators nor any of them, shall or will revoke, release or discharge this present Letter of Attorney, nor any other Power or Authority thereby given, nor release, discharge, disclaim or discontinue any Suit, Process, Judgment, Execution, Order or Decree which shall or may at any Time hereafter be obtained or gotten against the said *T. S.* the Younger, and *A. S.* or either of them, their or either of their Heirs, Executors or Administrators, but shall and will ratify, allow and confirm the same and every of them, and all and every other lawful Act and Acts, Thing and Things whatsoever, which he the said *R. G.* his Executors, Administrators or Assigns, shall lawfully do or cause to be done, in, about, or for, touching or concerning, or by Reason or Means of the Premisses, according to the Intent and true Meaning of these Presents; **And** the said *R. G.* for himself, his Executors and Administrators, and for every of them, doth covenant, promise and grant to and with the said *J. T.* his Executors, Administrators and Assigns, and to and with every of them by these Presents, that he the said *R. G.* his,

Of Assignment of the Mortgage.

Assignment of the Bond.

Special Letter of Attorney.

Covenant that the Assignor has not, nor will discharge the Bond.

And that the Assignee, if the Bond becomes forfeited, shall have the Benefit thereof.

Letter of Attorney not to be revoked, and any Suit, *&c.* discharged.

Covenant to indemnify the Assignor.

his, &c. or ſome of them, ſhall and will from Time to Time and at all Times hereafter, well and ſufficiently ſave, defend, keep harmleſs and indemnified, as well the ſaid *J. T.* his Executors and Adminiſtrators, as alſo the Lands, Goods and Chattels of him, them and every of them, of and from all and all Manner of Coſts, Charges, Loſſes, Troubles, Expences and Damages whatſoever, which they or any of them ſhall or may ſuſtain, lay out, expend or be put unto, for or by Reaſon or Means of any Suit or Suits, Proceſs, Judgment, Execution, Order or Decree, ſo to be had and obtained as aforeſaid, or any Diſmiſſion or Coſts that ſhall be had, obtained or gotten, in, upon, about or any ways touching or concerning any ſuch Suit or Proceſs, or otherwiſe howſoever, for, touching or concerning, or by Reaſon or Means of the Premiſſes, according to the Intent and true Meaning of theſe Preſents. **In Witneſs**, &c.

An Aſſignment of a Bond of Bottomry.

THE *ſame as an Aſſignment of another Bond, only after the Recital of the Bond recite:* **And whereas** the ſaid Ship did on or about the —— ſafely arrive in the River *Thames* from the ſaid Voyage: **Now know ye**, &c.

Of a Bail-Bond.

I *W. R.* Eſq; Sheriff of the County of —— do hereby aſſign the within written Bail-Bond to the Uſe of the Plaintiff, to be ſued for by him, according to the Form and Effect of the Statute in that Caſe made and provided. **In Witneſs** whereof I have hereunto ſet my Hand and the Seal of my Office, this —— Day of ——

Sealed and delivered in
the Preſence of
G. R.
S. W.

An Aſſignment of a Bond of Arbitration and Money awarded, (reciting that the Aſſignee had been bound as Surety for the Aſſignor, and reciting the Bond of Arbitration and an Award thereon) for indemnifying the Aſſignee againſt his Suretiſhip.

To all People to whom, &c. I *R. S.* of *London*, Merchant, ſend Greeting. **Whereas** my loving Friend *J. Y.* of, &c. at the ſpecial Inſtance and Requeſt, and for the proper Debt of me the ſaid *R. S.* ſtandeth bound and obliged with me the ſaid *R. S.* unto *A. G.* of, &c. in and by one Bond or Obligation, bearing Date, &c. in the penal Sum of 100*l.* of, &c. conditioned for the true Payment of 51*l.* 10*s.* of like Money, on, &c. as by, &c. **Which** ſaid Sum of 50*l.* doth yet remain due and unpaid, and the ſaid recited Bond or Obligation is and ſtandeth in full Force: **And whereas** *J. F.* of, &c. and I the ſaid *R. S.* by our ſeveral Bonds or Obligations, bearing Date, &c. do ſtand bound and obliged each to the other, in the penal Sum of 600*l.* of, &c. conditioned for the true Obſervance and Performance of the Award, Arbitrement, Determination and Judgment of *J. K. R. T.* and *R. W.* of *London*, Merchants, or any two of them, Arbitrators between us, indifferently choſen to end and determine all and all Manner of Suits and Differences whatſoever, to the Day of the Date of the ſaid Bonds or Obligations; the Burthen of which ſaid Award two of the ſaid Arbitrators, *viz. R. T.* and *W. W.* took upon them, and after a full and due Examination, and Conſideration of the Matters in Difference between the ſaid *J. F.* and me the ſaid *R. S.* they the ſaid *R. T.* and *W. W.* did make and give up their Award in Writing indented under their Hands and Seals, bearing Date, &c. whereby they the ſaid *R. T.* and *W. W.* (amongſt other Things) did award and order that the ſaid *J. F.* his, &c. ſhould pay, &c. unto me the ſaid *R. S.* my Executors, Adminiſtrators or Aſſigns, the full Sum of 82*l.* of, &c. in Manner following, (that is to ſay) &c. (at different Times) as by, &c. **Now know ye**, That I the ſaid *R. S.* for indemnifying him the ſaid *J. T.* his, &c. of and from the ſaid recited Bond wherein the ſaid *J. Y.* ſtands bound with me the ſaid *R. S.* unto the ſaid *A. G.* and that the ſaid *J. Y.* his Executors and Adminiſtrators may be hereby enabled to reimburſe him and themſelves the ſame and the ſaid Sum of 50*l.* and the Intereſt thereof, in caſe he ſhall be compelled to pay the ſame, and all Coſts, Charges and Damages that he or they ſhall or may ſuſtain, or be put unto by Reaſon thereof, **Have** granted, &c. unto the ſaid *J. Y.* his, &c. **The** ſaid recited Bond to me the ſaid *R. S.* and all Sums, &c. to me due or to be

due by virtue thereof, and of the ſaid recited Award or either of them; **To have**, hold and
Letter of Attorney. enjoy the ſame and every Part thereof to his and their own Uſe and Uſes; **And** I the ſaid *R. S.* hereby for myſelf, *&c.* do conſtitute, depute, *&c.* **And**, &c. (*Covenants not to receive the*
Proviſo as to the Overplus of the Money aſſigned after the Debt paid. *Money, nor Releaſe*, &c.) **Provided always**, and it is true Intent, *&c.* that if the ſaid *J. Y.* his, *&c.* ſhall have received of and from the ſaid *J. F.* his, *&c.* the ſaid Sum of 82 *l.* on or before, *&c.* it ſhall be lawful for him the ſaid *J. Y.* his, *&c.* thereout to pay unto the ſaid *A. G.* his, *&c.* the ſaid principal Sum of 50 *l.* and all Intereſt due for the ſame, and to deduct to him the ſaid *J. Y.* his, *&c.* all Coſts, Charges and Damages, that he or they ſhall or may ſuſtain by virtue thereof; and afterwards that he the ſaid *J. Y.* his, *&c.* ſhall well and truly pay or cauſe, *&c.* unto me the ſaid *R. S.* my, *&c.* the Overplus or Reſidue of the Mo-
In caſe the Aſſignee be otherwiſe indemnified, then to deliver back, *&c.* ney; or in caſe the ſaid *J. Y.* his, *&c.* ſhall not have received any Money upon or by virtue of the ſaid recited Bond or Obligation on or before the ſaid, *&c.* and ſhall in the mean time be otherwiſe indemnified and ſaved harmleſs by me the ſaid *R. S.* my, *&c.* of and from the ſaid recited Bond or Obligation wherein we ſtand jointly and ſeverally bound to the ſaid *A. G.* that then the ſaid *J. Y.* his, *&c.* ſhall deliver up to me the ſaid hereby aſſigned Bond or Obligation ſafe, whole and uncancelled. **In Witneſs**, &c.

VII. Of Bond and Judgment.

An Aſſignment of a Bond and Judgment, the Judgment being obtained on a Suit upon Non-payment of the Principal and Intereſt due on the Bond.

This Indenture, &c. **Between** *S. B.* of, *&c.* of one Part, and *W. G.* of the other
Recital. Part. **Whereas** *T. B.* Eſq; (by the Name of Sir *T. B.* Bart. of, *&c.* and *J. J.* of, *&c.*
Bond given. by their Bond or Obligation, bearing Date, *&c.* became jointly and ſeverally bound unto the ſaid *S. B.* in the penal Sum of —— conditioned for Payment of the Sum of —— of, *&c.* with lawful Intereſt for the ſame, unto the ſaid *S. B.* his Executors, *&c.* on, *&c.* as by the ſaid
Default in Payment. Bond, *&c.* **And whereas** Default being made in Payment of the ſaid Sum of —— and In-
Judgment thereon. tereſt, ſecured by the ſaid Bond, he the ſaid *S. B.* did in *Hilary* Term now laſt paſt obtain a Judgment in his Majeſty's Court of Common Pleas at *Weſtminſter*, in an Action of Debt for the Sum of —— upon the ſaid Bond, beſides Coſts of Suit, againſt them the ſaid Sir *T. B.* and *J. J.* as by the Record of the ſaid Judgment entered up in the ſame Court, *&c.* **And**
Aſſignment. **whereas** there is now due and owing to the ſaid *S. B.* the whole principal Money, Intereſt and Coſts, by virtue of the ſaid recited Bond and Judgment: **Now this Indenture witneſſeth**, That for and in Conſideration of the Sum of —— of, *&c.* to the ſaid *S. B.* *&c.* by the ſaid *W. G.* at or before, *&c.* the Receipt, *&c.* he the ſaid *S. B.* **Hath** aſſigned, tranſferred and ſet over, and by, *&c.* **Doth**, *&c.* unto the ſaid *W. G.* **The** ſaid recited Bond and Judgment ſo recovered thereon as aforeſaid, and all Money thereupon due or to become due and owing, and all Benefit and Advantage whatſoever to be had, made or obtained by Virtue or Means of the ſaid Bond and Judgment, or either of them, or of any Proceſs, Extent or other Execution or Executions to be thereupon had, ſued out and executed; and all the Right, Intereſt and Property, Claim and Demand whatſoever, both in Law and Equity, of him the ſaid *S. B.* of, in, to or out of the ſaid hereby aſſigned Bond and Judgment, Monies and Premiſſes, and every Part and Parcel thereof; **To have**, hold, receive and enjoy all and ſingular the hereby aſſigned Monies and other the Premiſſes, unto the ſaid *W. G.* his Executors, Adminiſtrators and Aſſigns, from henceforth, and for his and their own proper
Letter of Attorney. Uſe and Benefit for ever; **And** for the better and more effectual enabling, *&c.* the ſaid *W. G.* his Executors, Adminiſtrators and Aſſigns, to recover and receive all and ſingular the ſaid hereby aſſigned Monies and Premiſſes, to and for his and their own Uſe and Benefit, he the ſaid *S. B.* hath and by theſe Preſents doth authorize, *&c.* the ſaid *W. G.* his, *&c.* his true and lawful Attorney, *&c.* in the Name of him the ſaid *S. B.* his, *&c.* but at the proper Coſts and Charges of him the ſaid *W. G.* his, *&c.* to ſue and proſecute any Action, Suit, Execution or Extent upon the ſaid Judgment, and to acknowledge, make and give full Satisfaction, Releaſe and Diſcharge, for all Monies thereby ſecured, and now due and owing or to become due and owing by virtue of the ſaid Bond and Judgment or either of them, and generally to do all and every ſuch further and other lawful Acts and Things, as well for the Recovering and Receiving, as alſo for the Releaſing and Diſcharging of all and ſingular the ſaid hereby aſſigned Monies and Premiſſes, and that in as full, large, ample and beneficial Manner, to all Intents, Conſtructions and Purpoſes whatſoever, as he the ſaid *S. B.* his Executors or Adminiſtrators could or might do, if perſonally preſent and did the ſame, and doth hereby for himſelf, his
Covenant that Aſſignor has Executors and Adminiſtrators, ratify and confirm all ſuch legal Acts as he the ſaid *W. G.* his, *&c.* ſhall do or cauſe to be done in the Premiſſes, by virtue of theſe Preſents; **And** the ſaid

S. B.

S. B. for himself, his Executors, Administrators and Assigns doth covenant by these Presents, in Manner as follows, *viz.* That he the said *S. B.* hath not received or discharged all or any Part of the Monies due on the said Bond and Judgment, or either of them, and that he the said *S. B.* his, *&c.* shall not, nor will at any Time hereafter receive, release or discharge the said Bond and Judgment or either of them, or any Monies thereby secured; nor release, nonsuit, vacate or disavow any Suit or other legal Proceedings to be had, made or prosecuted by virtue of these Presents, for the suing for, recovering, releasing or discharging the said Bond and Judgment or either of them, without the Licence of the said *W. G.* his, *&c.* first had in Writing for that Purpose, nor shall or will revoke, invalidate, hinder or make void these Presents, or any Authority or Power hereby given to the said *W. G.* his, *&c.* without such Licence as aforesaid, and that he the said *S. B.* his, *&c.* shall and will at the Request and Charge of the said *W. G.* his Executors or Assigns, at any Time make, do and execute any further or other lawful and reasonable Act in the Law, for the better enabling the said *W. G.* his, *&c.* to recover and receive all and singular the hereby assigned Monies and Premisses to and for his or their own Use and Benefit, as by him or them, or by his or their Counsel learned in the Law, shall be reasonably advised or required, so as no Person for the doing thereof be compelled to go from his or their then Place of Habitation or Abode: **And** the said *W. G.* for himself, his Executors, Administrators and Assigns, doth hereby covenant to and with the said *S. B.* his Executors and Administrators, by these Presents, that he the said *W. G.* his Executors or Administrators, shall and will at all Times indemnify the said *S. B.* his Executors and Administrators, of, from and against all Costs, Charges, Expences and Damages which he, they or any of them, shall pay, sustain or be put unto, for or by Reason or on Account of any Proceedings to be had either in Law or Equity on Account of the Premisses, by virtue or Means of these Presents, so as the same do not arise or accrue through the Collusion or Act of the said *S. B.*

not received the Money, nor will release, *&c.* but will execute any further Act, *&c.*

Assignor's Indemnity.

An Assignment of a Bond and Judgment after a Verdict, in Consideration of Money paid down.

This Indenture, made, *&c.* **Between** *E. W.* of, *&c.* Spinster, of the one Part, and *W. B.* of *Lincoln's Inn*, in the County of *Middlesex*, Gent. of the other Part. **Whereas** on or about the —— in the —— Year, *&c. J. B.* of, *&c.* Esq; became bound to the said *E. W.* in one Obligation of the penal Sum of 320*l.* conditioned for the Payment of the Sum of 160*l.* and Interest, at a Time therein mentioned for the Payment thereof; as in and by, *&c.* **And whereas** at the Sittings held at *Guildhall*, *London*, after *Trinity* Term last, the said *E. W.* obtained a Verdict against the said *J. B.* in his Majesty's Court of King's Bench for the said 320*l.* besides Costs of Suit: **And whereas** in *Michaelmas* Term last Judgment was signed against the said *J. B.* for the said 320*l.* and 15*l.* allowed by the Master for Costs of Suit, by virtue of the said Verdict, as by the Record of the said Judgment now remaining in his said Majesty's Court of King's Bench at *Westminster*, Relation, *&c.* **And whereas** the said *W. B.* hath on the Day of the Date hereof paid to the said *E. W.* the Sum of 192*l.* 8*d.* of, *&c.* being the Principal, Interest and Costs due on the said Bond and Judgment: **Now this Indenture witnesseth**, that the said *E. W.* for and in Consideration of the said Sum of 192*l.* 8*d.* to her in Hand, *&c.* **Hath** assigned and set over, and by these Presents **Doth** assign, *&c.* to the said *W. B.* the said recited Bond and the Judgment recovered thereupon as aforesaid, and all Monies due or to be due thereon, and all her the said *E. W.*'s Right and Title either in Law or Equity, of, in or to the same; **To have**, receive and take the same to the said *W. B.* his Executors, Administrators and Assigns, to his and their own proper Use for ever; **To which End** the said *E. W.* doth hereby authorize, constitute and appoint the said *W. B.* his, *&c.* her lawful Attorney, *&c.* but at the proper Costs and to the sole Use of the said *W. B.* his, *&c.* to sue, *&c.* the Monies due or to be due on the said Bond and Judgment, and to do all necessary Acts, *&c.* in as ample Manner to all Intents and Purposes, as the said *E. W.* her, *&c.* could do if personally present, and did the same: **And** the said *E. W.* doth hereby ratify, *&c.* **And** the said *E. W.* doth by these Presents covenant, promise and agree, to and with the said *W. B.* his Executors, Administrators and Assigns, in Manner and Form following, (that is to say) That she has not received or discharged, or caused to be received or discharged, all or any Part of the Monies due on the said Bond and Judgment, or either of them, and that she the said *E. W.* her, *&c.* shall not nor will receive, release or discharge the said Bond and Judgment, or either of them, or release, nonsuit, vacate or disavow any Suit or other legal Proceedings to be had, made or prosecuted by virtue of these Presents, for the suing for or recovering, releasing, compounding or discharging the said Bond and Judgment, or either of them, without the Licence of the said *W. B.* his Executors, Administrators

Recital of a Bond.

Verdict.

Final Judgment.

Money paid.

Assignment.

Letter of Attorney.

Covenant that the Assignor has not discharged, *&c.* nor will release, *&c.*

Adminiſtrators or Aſſigns, in Writing, for that Purpoſe firſt had and obtained; nor ſhall or will revoke, invalidate, hinder or make void theſe Preſents, or any the Authorities hereby given to the ſaid *W. B.* his Executors, Adminiſtrators or Aſſigns, without ſuch Licence as aforeſaid; **And** that ſhe the ſaid *E. W.* her Executors or Adminiſtrators, ſhall, at the Requeſt and Coſts of the ſaid *W. B.* his, *&c.* do any other lawful or reaſonable Act in the Law for the better enabling the ſaid *W. B.* his, *&c.* to recover and receive the Monies now due, or hereafter to become due, on the ſaid Bond and Judgment, or either of them, for the reſpective Uſes above mentioned. **And** the ſaid *W. B.* doth by theſe Preſents covenant for himſelf, his Executors, Adminiſtrators and Aſſigns, to and with the ſaid *E. W.* her Executors and Adminiſtrators, in Manner following, (that is to ſay) That he the ſaid *W. B.* his Executors or Adminiſtrators, ſhall and will indemnify the ſaid *E. W.* her Executors and Adminiſtrators, from all Coſts, Charges, Damages or Expences, which ſhe, they or any of them ſhall or may ſuffer, ſuſtain or be put unto on Account of any Proceedings to be had either in Law or Equity on Account of the Premiſſes, by virtue or Means of theſe Preſents, ſo as the ſame do not ariſe or accrue through the Coluſion or Act of the ſaid *E. W.* her Executors or Adminiſtrators. **In Witneſs**, &c.

Further Act.

To indemnify the Aſſignor.

An abſolute Aſſignment of a Bond and two Judgments thereon by Confeſſion, one in the C. P. *in* England, *and the other in the* C. P. *in* Ireland, *defeaſanced on Payment of a Sum of Money, in Conſideration of a Sum advanced, ſubject to ſuch Defeaſance.*

THIS Indenture Tripartite, made, *&c.* **Between** *J. G.* of *London*, Merchant, of the firſt Part, *A. L.* of *Bilboa* in the Kingdom of *Spain*, Merchant, of the ſecond Part, and *J. H.* of *London*, Merchant, of the third Part. **Whereas** *E. C.* and *F. C.* both of, *&c.* and *L. C.* of, *&c.* by their Bond, *&c.* (*Recital of the Bond and two Warrants of Attorney*): **And whereas** by Deed Poll of Defeaſance, bearing Date, *&c.* laſt paſt (therein *Reciting* the herein before mentioned Bond and Warrants of Attorney for entering up the ſeveral Judgments thereon) *The* ſaid *J. G. Did* thereby acknowledge, agree and declare to and with them the ſaid (*three Obligors*) that the ſaid two Warrants of Attorney ſo by them given, and the ſeveral Judgments entered, or to be entered up thereon, were ſo made, given, and to be entered up only for the further and better ſecuring Payment to the ſaid *J. G.* his Executors and Aſſigns, of the ſaid 900*l.* according to the Condition of the ſaid Bond: And the ſaid *J. G.* did thereby for himſelf, his Executors and Aſſigns, covenant with the ſaid (*three Obligors*), their Executors and Adminiſtrators, that he the ſaid *J. G.* his Executors, Adminiſtrators or Aſſigns, ſhould not nor would ſue out any Writ of Execution, or other Proceſs whatſoever, againſt them the ſaid (*three Obligors*), any or either of them, their, any or either of their Heirs, Executors or Adminiſtrators, or their or any of their Goods or Chattels, Lands or Tenements, until ſuch Time as Default be made in Payment of the ſaid 900*l.* or any Part thereof, contrary to the Condition of the ſaid Bond; and that from and after Payment thereof, according to the Condition of the ſaid Bond, then the ſaid *J. G.* his Executors or Aſſigns, (at the Requeſt and Charges of the ſaid (*three Obligors*), their Executors or Adminiſtrators) would acknowledge Satisfaction upon the Record of the ſaid Judgments, or do any other legal Act to vacate the ſame, as ſhould be reaſonably adviſed or required; **As** in and by the ſaid in Part recited Bond, Warrants of Attorney and Defeaſance thereon (Relation being to them reſpectively had) may appear: **And whereas** ſince the executing of the ſaid Defeaſance, by virtue of the before recited Warrants of Attorney, two ſeveral Judgments have been entered up againſt them the ſaid (*three Obligors*) at the Suit of the ſaid *J. G.* upon the ſaid Bond, *viz.* One of them in the Court of Common Pleas at *Weſtminſter* for the Sum of 1800*l.* and the other of them in the Court of Common Pleas in *Ireland* for the like Sum of 1800*l.* as by the Records thereof may appear: **And whereas** the Name of him the ſaid *J. G.* in the ſaid recited Bond, Warrants of Attorney, and in the ſaid ſeveral Judgments ſo entered up thereon as aforeſaid, was ſo uſed, in Truſt and for the only Uſe and Benefit of him the ſaid *A. L.* and the ſaid Sum of 900*l.* ſo ſecured as aforeſaid, was not the proper Monies of him the ſaid *J. G.* but the ſame was and is the proper Monies of and belongs to him the ſaid *A. L.* **Which** is by him the ſaid *J. G.* hereby acknowledged, agreed and declared ſo to be, teſtifiſed by his being Party to and executing of theſe Preſents: **And whereas** the ſaid *A. L.* having immediate Occaſion for the Monies belonging to him, and ſo ſecured, in Truſt for him as aforeſaid, *He* the ſaid *J. H.* (at the Requeſt of the ſaid *A. L. Hath* agreed to advance and pay to him the Sum of 810*l.* and to accept of an Aſſignment of the ſaid Bond and Judgment, and Monies thereby ſecured, together with his the ſaid *A L*'s Covenant herein after contained, as a further Security for Payment of the

Recitals, *viz.* As to the Bond and two Warrants thereon to Mr. *G.*

As to the Defeaſance thereon from him to the three Obligors.

As to the Judgments being entered up.

As to Mr. *G.*'s Name being uſed in Truſt for Mr. *L.*

As to Mr. *L.*'s now having Occaſion for the ſame, and of Mr. *G.*'s Truſtee advancing the ſame.

the ſaid 810*l.* and Intereſt, in ſuch Manner as herein after is mentioned and expreſſed: **Now this Indenture witneſſeth,** that for and in Conſideration of the Sum of 810*l.* of, *&c.* to him the ſaid *A. L.* in Hand well and truly paid by the ſaid *J. H.* at or before the executing hereof, and alſo for and in Conſideration of the Sum of 5*s.* of like Money to the ſaid *J. G.* now alſo paid by the ſaid *J. H.* the Receipt and Payment of which ſaid ſeveral Sums of 810*l.* and 5*s.* ſo paid in Manner as aforeſaid, they the ſaid *A. L.* and *J. G.* do hereby reſpectively acknowledge, and thereof, and of and from every Part and Parcel thereof, *Do* ſeverally and reſpectively acquit, exonerate and for ever diſcharge the ſaid *J. H.* his Executors, Adminiſtrators and Aſſigns, and every of them, by theſe Preſents, **He** the ſaid *J. G.* (at the ſpecial Inſtance and Requeſt, and by the Direction and Appointment of the ſaid *A. L.* teſtified by his being a Party to and executing hereof) and alſo he the ſaid *A. L.* **Have,** and each of them **Hath** bargained, ſold, aſſigned, transferred and ſet over, and by theſe Preſents do, and each of them doth freely, clearly and abſolutely bargain, *&c.* unto the ſaid *J. H.* his Executors, Adminiſtrators and Aſſigns, **As well** the ſaid recited Bond, and the ſaid two ſeveral Judgments ſo entered up thereon as aforeſaid, **As alſo** the ſaid Sum of 900*l.* thereby ſecured as aforeſaid, and all and every other Sum and Sums of Money whatſoever thereby ſecured, due and payable, or which at any Time hereafter ſhall become due and payable, and the full and whole Benefit and Advantage of the ſaid Bond, and of the ſaid ſeveral Judgments, and all Forfeitures and other Benefit and Advantage whatſoever to be had, made, taken or obtained by virtue of any Execution or Executions, or other Proceſs whatſoever, to be ſued out upon the ſaid Judgments, or either of them; and all the Right, Intereſt, Property, Claim and Demand whatſoever, both in Law and in Equity, of them the ſaid *J. G.* and *A. L.* or of either of them, or of any Perſon or Perſons in Truſt for them, or either of them, of, in, to and out of the ſaid hereby aſſigned Bond, Judgments, Monies and Premiſſes thereby ſecured, and every Part and Parcel thereof; **To have,** hold, receive, take and enjoy the ſaid Bond, Judgments, Sums of Money thereby ſecured, and all and ſingular other the hereby aſſigned Premiſſes, unto and to and for the only Uſe and Benefit of the ſaid *J. H.* his Executors, Adminiſtrators and Aſſigns from henceforth, as and for his and their own proper Monies for evermore, and that in as full, large, ample and beneficial Manner, to all Intents, Conſtructions and Purpoſes whatſoever, as they the ſaid *A. L.* and *J. G.* or either of them, their or either of their Executors or Adminiſtrators, could or might have had, held, recovered, received or enjoyed the ſame, if theſe Preſents had not been made; **Subject nevertheleſs** to the herein above recited Deed Poll of Defeaſance touching the ſame. **And** for the further, better and more effectual enabling the ſaid *J. H.* his Executors, Adminiſtrators and Aſſigns, to recover and receive all and ſingular the ſaid hereby aſſigned Monies and Premiſſes, to and for his and their own Uſe and Benefit, they the ſaid *A. L.* and *J. G. Have,* and each of them *Hath,* and by theſe Preſents do, and each of them doth authoriſe, *&c.* the ſaid *J. H.* his, *&c.* the true and lawful Attorney and Attornies irrevocable of them the ſaid *A. L.* and *J. G.* and each of them, and in the Names of them or either of them, or of their or either of their Executors or Adminiſtrators, or otherwiſe, to aſk, *&c.* of and from the ſaid (*three Obligors*), and every of them, their and every of their, *&c.* the ſaid Sum of 900*l.* ſo ſecured, and now due and owing as aforeſaid; and upon Receipt, *&c.* and upon Non-payment thereof, or of any Part thereof, (**Subject nevertheleſs** to the aforeſaid Defeaſance) to ſue out and proſecute, to Effect, any Execution or Executions, or other Proceſs whatſoever, upon the ſaid hereby aſſigned Judgments, or either of them, againſt the ſaid (*three Obligors*), every, any or either of them, their, every, any or either of their Heirs, Executors or Adminiſtrators, their, every, any or either of their Goods and Chattels, Lands, Tenements or Hereditaments, and alſo to do all and every ſuch other and further lawful Act and Acts, Thing and Things, as ſhall be adviſed, and thought fit and requiſite for the recovering and receiving of all and ſingular the hereby aſſigned Monies and Premiſſes, and upon Receipt thereof to acknowledge Satisfaction upon the Records of the ſaid Judgments, or to give any other proper and ſufficient Releaſes or Diſcharges, or otherwiſe for vacating the ſame; and finally, to make, do and execute all and every ſuch further and other lawful Acts and Things whatſoever, as well for the obtaining, recovering and receiving of all and ſingular the ſaid hereby aſſigned Monies and Premiſſes, as alſo for the releaſing and diſcharging of the ſame, or any Part thereof, and that as fully, effectually and abſolutely, and in as large, ample and beneficial Manner, to all Intents, Conſtructions and Purpoſes whatſoever, as they the ſaid *J. G.* and *A. L.* or either of them, their or either of their Executors or Adminiſtrators, could or might have done the ſame if perſonally preſent, or as if theſe Preſents had never been made; and each of them the ſaid *A. L.* and *J. G.* doth hereby allow, eſtabliſh, ratify and confirm all ſuch lawful Acts and Things as he the ſaid *J. H.* his Executors, Adminiſtrators or Aſſigns, ſhall do or cauſe to be done by virtue of theſe Preſents, and the Power hereby given. **And** the ſaid *J. G.* for himſelf, his Executors and Adminiſtrators, doth hereby covenant to and with the ſaid *J. H.* his Executors, Adminiſtrators and Aſſigns, that he the ſaid *J. G.* hath

Conſiderations.

Premiſſes.

Habendum.

Letter of Attorney.

Subject, *&c.*

Covenant from *J. G.* that he has not aſſigned, *&c.*

hath not aſſigned or releaſed the ſaid hereby aſſigned Judgments, or either of them, or any Sum or Sums of Money thereby ſecured, or thereon due or payable, or any Part thereof: *And* the ſaid *A. L.* for himſelf, his Heirs, Executors and Adminiſtrators, and for every of them, doth hereby covenant, promiſe, grant and agree, to and with the ſaid *J. H.* his Executors, Adminiſtrators and Aſſigns, in Manner as follows, *viz.* That the ſaid Sum of 900*l.* ſo ſecured by virtue of the ſaid recited Bond, and the ſaid ſeveral Judgments ſo entered up thereon, in Truſt for him the ſaid *A. L.* in Manner as aforeſaid, is now juſtly due and owing to him the ſaid *A. L.* and that the ſame, or any Part thereof, hath not been by him received, releaſed or diſcharged; and that they the ſaid *J. G.* and *A. L.* or either of them, their or either of their Executors or Adminiſtrators, ſhall not nor will at any Time hereafter receive the ſame, or any Part thereof; nor releaſe, diſcharge or revoke the Power or Authority hereby given for the recovering and receiving thereof; nor releaſe or diſcharge the ſaid hereby aſſigned Judgments, or either of them, or the Monies thereby ſecured, or any Part thereof, or any Execution or Executions, or other Proceſs to be had, brought or ſued out thereupon, without the Conſent and Direction of the ſaid *J. H.* his Executors, Adminiſtrators or Aſſigns, firſt had in Writing under his or their Hands and Seals for that Purpoſe: **And alſo** that they the ſaid *A. L.* and *J. G.* their reſpective Executors and Adminiſtrators, ſhall and will from Time to Time, and at all Times hereafter, upon the Requeſt and at the Coſts and Charges of the ſaid *J. H.* his Executors, Adminiſtrators and Aſſigns, make, do and execute, or cauſe or procure to be made, done and executed, all and every ſuch further and other lawful Acts and Things in the Law whatſoever, as well for the Corroborating and Strengthning of theſe Preſents, as alſo for the further, better, more perfect and abſolute Aſſigning, Aſſuring and Confirming of the ſaid Bond, Judgments, Monies, and all and ſingular other the hereby aſſigned Premiſſes, unto, and to and for the only Uſe and Benefit of him the ſaid *J. H.* his Executors, Adminiſtrators and Aſſigns, as by him or them, or his or their Counſel learned in the Law, ſhall in that Behalf be reaſonably adviſed or required. **And laſtly,** he the ſaid *A. L.* (in Conſideration of the ſaid Sum of 810*l.* ſo paid to him by the ſaid *J. H.* as aforeſaid, and in Purſuance and Performance of his ſaid recited Agreement, for better ſecuring Re-payment thereof with Intereſt to him the ſaid *J. H.*) doth for himſelf, his Heirs, Executors and Adminiſtrators, further covenant, promiſe and agree, to and with the ſaid *J. H.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, (that in caſe they the ſaid (*three Obligors*), their Heirs, Executors or Adminiſtrators, ſhall make Default or Failure in Payment of the ſaid Sum of 900*l.* to the ſaid *J. H.* his Executors, Adminiſtrators or Aſſigns, by Inſtalments on the ſeveral Days in the Condition of the ſaid recited Bond appointed for Payment of the ſame, or any Part thereof, in Manner aforeſaid) that then and in ſuch Caſe (but not otherwiſe) he the ſaid *A. L.* his Heirs, Executors or Adminiſtrators, (immediately after any ſuch Default or Failure ſo made in all, any or either of the ſaid Payments) ſhall and will out of his and their own proper Monies well and truly pay or cauſe to be paid in *London* unto the ſaid *J. H.* his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of 900*l.* or ſo much thereof as ſhall not have been paid by them the ſaid (*three Obligors*) in Diſcharge of and according to the true Intent of the Condition of the ſaid recited Bond. **In Witneſs,** &c.

Mr. *L.* covenants, *viz.*

As to the 900*l.* being now due.

Not to releaſe the ſame, &c.

Further Aſſurance.

If Monies not paid by Obligors, then Mr. *L.* to pay the ſame to Mr. *H.*

An Aſſignment of two Bonds, and a Judgment by Executors, in Conſideration of Money in Hand paid.

THIS Indenture, made, &c. **Between** *A. B.* of, &c. and *B. B.* of, &c. Executors of the laſt Will and Teſtament of *C. D.* late of, &c. deceaſed, of the one Part, and *E. F.* of, &c. of the other Part. **Whereas** *G. H.* of, &c. and *J. K.* of, &c. by their Bond, &c. became bound unto the ſaid *C. D.* by the Name of, &c. in the penal Sum of, &c. with Condition, &c. **And whereas** the ſaid *G. H.* and *J. K.* by one other Bond or Obligation bearing Date, &c. became bound unto the ſaid *C. D.* in, &c. with Condition, &c. as in and by the ſaid ſeveral Bonds or Obligations, Relation, &c. **And whereas** the ſaid *C. D.* departed this Life on or about the, &c. having firſt made his laſt Will and Teſtament in Writing, and the ſaid *A. B.* and *B. B.* Executors thereof, who have ſince proved the ſame in the Prerogative Court of *Canterbury*: **And whereas** the ſaid *A. B.* and *B. B.* as Executors to the ſaid *C. D.* did in —— Term laſt before the Date of theſe Preſents, in his Majeſty's Court of Exchequer at *Weſtminſter*, recover Judgment on the ſaid firſt recited Bond of —— Debt, beſides Coſts of Suit, as by the Record of the ſaid Judgment, Relation, &c. **And whereas** there is now due to the ſaid *A. B.* and *B. B.* as Executors of the ſaid *C. D.* on the ſaid firſt recited Bond, and the Judgment obtained thereon, for Principal and Intereſt, the Sum of, &c. and for Coſts ——*l.* and on the ſaid laſt recited Bond for Principal and Intereſt the Sum of

Recitals of the Bonds.

Teſtator's Death, Will, Probate.

Judgment recovered on one of the Bonds *in Scaccario.*

Money due;

of —— *l.* which ſaid Sums of, *&c.* make in the Whole the Sum of, *&c.* **And whereas,** at the ſpecial Inſtance and Requeſt of the ſaid *G. H.* and *J. K.* he the ſaid *E. F.* hath agreed to advance and pay to the ſaid *A. B.* and *B. B.* the Sum of —— *l.* due on the ſaid recited Securities as aforeſaid: **Now this Indenture witneſſeth,** that for and in Conſideration of the ſaid Sum of, *&c.* they the ſaid *A. B.* and *B. B.* **Have** and either of them **Hath** aſſigned, *&c.* and by, *&c.* **Do** and either of them **Doth** aſſign, *&c.* unto the ſaid *E. F.* his, *&c.* the ſaid two ſeveral Bonds or Obligations, and the ſaid Judgment, and the ſaid Sum of, *&c.* due on the ſame reſpectively, and all and every Sum and Sums of Money due or to grow due thereon reſpectively, and all Benefit and Advantage of the ſame; **To have,** hold, receive and take unto the ſaid *E. F.* his, *&c.* to his and their own Uſe and Uſes, (*add a Letter of Attorney*); **And** the ſaid *A. B.* and *B. B.* for themſelves ſeverally, *&c.* that for and notwithſtanding any Act, Matter or Thing by them done or committed to the contrary, there is now juſtly due and owing on the ſaid recited Securities the ſaid Sum of, *&c.* **And,** &c. (*Covenant to do any further Act for enabling the Aſſignee to receive the Money; another to indemnify the Aſſignor.*) **In Witneſs,** &c.

which [illegible] to

That notwithſtanding any Act, *&c.* the Money is due.

An Aſſignment of a Bond and Judgment to a Truſtee, for a Purchaſor, to protect his Purchaſe from Meſne Incumbrances.

To all, &c. *A. A.* of, *&c. B. A.* of, *&c.* his Son, and *C. C.* of, *&c.* ſend, *&c.* **Whereas** the ſaid *A. A.* hath lately ſold unto the Executors of *P. L.* late of, *&c. All,* *&c.* for the Sum or Price of, *&c.* (Part of the Perſonal Eſtate of the ſaid *P. L.*) *In Conſideration* whereof the ſame, *&c.* and Premiſſes by Indentures, *&c.* and made, *&c.* are conveyed and aſſured, or mentioned, *&c.* unto and to the Uſe of the ſaid, *&c.* their Heirs and Aſſigns for ever: **And whereas** a Judgment was obtained as of this preſent —— Term in his Majeſty's Court of King's Bench at *Weſtminſter,* againſt the ſaid *A. A.* at the Suit of the ſaid *B. A.* for 95 *l.* Debt upon Bond, beſides 63 *s.* Coſts of Suit, as by the Record of the ſaid Judgment may appear; which ſaid Judgment was ſo obtained in the Name of the ſaid *B. A.* upon the Proſecution and for the Benefit of the ſaid *C. C.* to whom the ſaid *B. A.* had aſſigned the ſaid Bond on which the ſaid Judgment was grounded, for ſecuring divers Sums of Monies advanced, and lent to or paid for him the ſaid *B. A.* by the ſaid *C. C.* **And whereas** the ſaid Executors of the ſaid *P. L.* by the Direction and Appointment of the ſaid *A. A.* have on the Day of the Date hereof, by and out of the ſaid —— *l.* Purchaſe Money, paid and ſatisfied unto the ſaid *B. A.* and *C. C.* reſpectively, all Sum and Sums of Money due and owing to them, or either of them, on Security or by virtue of the ſaid Bond and Judgment thereupon obtained, or either of them, which they the ſaid *A. A. B. A.* and *C. C.* do hereby reſpectively own, acknowledge and declare, and thereupon the ſaid *A. A.* and *C. C.* have agreed to aſſign over the ſaid Judgment and all the Benefit thereof, unto the ſaid *H. H.* in Truſt for the ſaid Executors of the ſaid *P. L.* their Heirs and Aſſigns, in Manner herein after expreſſed: **Now know ye,** that in Purſuance of the ſame Agreement, and in Conſideration of the Premiſſes, and alſo in Conſideration of the Sum of 5 *s.* of, *&c.* the Receipt, *&c.* **They** the ſaid *B. A.* and *C. C.* at the Requeſt and by the Direction of the ſaid *A. A.* (teſtified by his executing theſe Preſents), **Have** and each of them **Hath** granted, *&c.* and by, *&c.* **Do** and each of them **Doth,** *&c.* unto the ſaid *H. H.* his Executors, Adminiſtrators and Aſſigns, the ſaid recited Judgment and all Benefit thereof, and all Powers and Remedies, which they the ſaid *B. A.* and *C. C.* or either of them have or hath, or ever had, for Recovery of the ſame Monies, or for ſuing out Execution upon, or otherwiſe proſecuting the ſaid Judgment; **To have,** hold and enjoy the ſaid Judgment, Monies and Premiſſes hereby aſſigned or mentioned ſo to be, and all Benefit thereof unto the ſaid *H. H.* his Executors, Adminiſtrators and Aſſigns, abſolutely for ever; **In Truſt nevertheleſs** for the ſaid, *&c.* their Heirs and Aſſigns, to be by them, or any of them, at all Times hereafter, made uſe of for protecting and preſerving the ſaid purchaſed —— of and from all meſne Charges and Incumbrances (if any be); and the ſaid *B. A.* doth hereby for himſelf, *&c.* covenant, *&c.* to and with the ſaid *H. H.* his, *&c.* that he the ſaid *B. A.* hath not at any Time heretofore done or committed any Act, Matter or Thing whatſoever, by Means whereof the ſaid Judgment and Premiſſes hereby aſſigned or mentioned ſo to be, is, are, ſhall or may be aſſigned, diſcharged, vacated or incumbred in any wiſe howſoever. (*The like Covenants from* C. C. to H. H.) **In Witneſs,** &c.

Recital of Sale of Premiſſes.

Judgment on Bond againſt the Vendor by his Son, for the Benefit of a third Perſon.

Paid off out of Purchaſe Money.

Aſſignment.

In Truſt for the Purchaſor to protect the Purchaſe.

Covenant that the Judgment is not aſſigned, *&c.*

An Assignment of an Assignment (by Indorsement) of a Bond and Judgment, in Trust to protect the Freehold and Inheritance of Lands purchased.

WHereas the Right Honourable *J. S.* Esq; Lord Chief Baron of his Majesty's Court of Exchequer in *Scotland*, and one of the Barons of his Majesty's Court of Exchequer at *Westminster*, *Hath* by Indenture, bearing Date the Day next before the Day of the Date of these Presents, and other good Assurances in the Law, purchased the Inheritance of several Messuages, Farms, Lands, Tithes, Tenements, and Hereditaments, situate, lying and being, coming, growing or renewing within the Parish, Hamlets, Fields, Precinct or Territories of *F.* in the County of *L.* (late the Estate of the within named *W. S.*) of and from the within named *G. W.* at and for the Sum of 6000*l.* **Now these Presents witness,** that for and in Consideration of the Sum of 5*s.* of, &c. to the within named *T. W.* in Hand, &c. by *G. A.* of, &c. Esq; at, &c. the Receipt, &c. the said *T. W.* by the Direction and Appointment, and at the special Instance and Request of the said *G. W.* and at the Nomination of the said Lord Chief Baron *S.* (testified by their being made Parties to, and by their Signing and Sealing of these Presents), **Hath** bargained, sold, assigned and set over, and by these Presents **Doth**, &c. unto the said *G. A.* his, &c. the Obligation and Judgment thereupon obtained for 100*l.* within mentioned and assigned to the said *T. W.* and all Sum and Sums of Money therein and within mentioned and contained, and all the Benefit and Advantage whatsoever to be had or taken, upon or by reason of the said within mentioned Obligation and Judgment, or any Execution or Executions had or taken out, or to be had or taken out upon the said Judgment; **To have and to hold** the said Obligation and Judgment, and all Extents and extended Interests thereupon, and all the Benefit and Advantage thereof unto the said *G. A.* his Executors, Administrators and Assigns, for ever: **In Trust** for the said Lord Chief Baron *S.* his Heirs and Assigns, and from Time to Time to be made use of to protect the Freehold and Inheritance of the said purchased Messuages, Farms, Lands, Tithes, Tenements and Hereditaments, now vested in the said Lord Chief Baron *S.* and his Heirs; **And** the said *T. W.* for himself, his Heirs, Executors and Administrators, **Doth** covenant with the said Lord Chief Baron *S.* his Heirs and Assigns, by these Presents, that he the said *T. W.* **Hath** not at any Time heretofore assigned or released the said Judgment, nor any Sum of Money therein mentioned or thereon due or payable, nor any Part thereof; **And** that he the said *T. W.* his Executors or Administrators, shall not assign, release or discharge the same Judgment, or any Execution or Process had or to be had thereon, without the Consent in Writing first had and obtained of the said Lord Chief Baron, his Heirs or Assigns. **In Witness** whereof the said *G. W.* the Lord Chief Baron *S. T. W.* and *G. A.* have hereunto set their Hand's and Seals the, &c.

Purchase of Lands.

Assignment of an Assignment of Bond and Judgment.

In Trust to protect, &c.

An Assignment of a Bail-Bond and two Judgments thereon recovered, in Trust for one of the Obligors in the same Bond, who paid the Money due on the original Action.

THIS Indenture Tripartite, made, &c. **Between** *N. N.* of, &c. Gent. of the one Part, *G. T.* of, &c. Gent. of the second Part, and *G. M.* of, &c. Esq; of the third Part. **Whereas** *E. R.* Gent. *J. S.* Esq; and *E. R.* Widow, by their Bond or Obligation, bearing Date the, &c. did become bound unto the said *N. N.* in the penal Sum of 60*l.* conditioned for the Payment of 30*l.* and Interest, on the, &c. **And whereas** the said 30*l.* and Interest, or any Part thereof, was not paid according to the said Condition, and thereupon an Action was brought, and the said *E. R.* arrested upon the said Bond: **And whereas** at the Request of the said *E. R.* and *G. R.* the said *G. M.* and *T. L.* of, &c. by their Bond or Obligation, bearing Date the, &c. became bound unto Sir *J. S.* Knt. and Sir *W. C.* Knt. the Sheriff of the County of *Middlesex*, in the penal Sum of 120*l.* conditioned for the Appearance of the said *E. R.* in the Court of King's Bench, at a certain Day in the same Condition mentioned: **And whereas** the said *E. R.* did not appear in the said Court of King's Bench at the Day in the same Condition mentioned, and thereupon the said Sheriff, according to the Method used in such Cases, did assign the said last mentioned Bond unto the said *N. N.* and thereupon in *T.* Term last past, two several Judgments were recovered on the said last mentioned Bond, in the Name of the said Sir *J. S.* and Sir *W. C.* in his Majesty's Court of King's Bench at *Westminster*, that is to say, one Judgment against the said *G. M.* for the Sum of 120*l.* Debt, and 66*s.* Costs of Suit, and one other Judgment against the said *T. L.* for the Sum of 120*l.* Debt, and 66*s.* Costs of Suit, as by the said several Bonds or Obligations, and the Records

Recital of the Bond.

Put in Suit.

Bail-Bond given for the Appearance.

Default in Appearing.

Bail Bond assigned to the Plaintiff.

Judgments recovered.

of

of the ſaid ſeveral Judgments, may appear: **Now this Indenture witneſſeth**, that for and in Conſideration of the Sum of, &c. to the ſaid *N. N.* in Hand paid by the ſaid *G. M.* in full for the Principal and Intereſt due upon the ſaid firſt mentioned Obligation, and alſo of the Coſts of the Proſecution upon the ſaid Sheriff's Bond, and for and in Conſideration of the Sum of 5*s.* of, &c. to the ſaid *N. N.* in Hand paid by the ſaid *G. T.* the Receipt, &c. and for divers, &c. he the ſaid *N. N.* at the Requeſt and by the Direction of the ſaid *G. M.* teſtified by his being a Party to, and ſigning and ſealing of theſe Preſents, **hath** bargained, ſold, aſſigned and ſet over, and by, &c. **Doth**, &c. unto the ſaid *G. T.* the ſaid two Bonds or Obligations, and the ſaid two ſeveral Judgments, and all Sum and Sums of Money on them and every of them due, and all Right, Title, Intereſt, Truſt, Claim and Demand whatſoever, which he the ſaid *N. N.* hath or may have or claim of, in, to or out of the ſaid Bonds and Judgments, or any or either of them; **To have and to hold** the ſame unto the ſaid *G. T.* his, &c. **In Truſt nevertheleſs** for the ſaid *G. M.* his, &c. **And theſe Preſents further witneſs**, that the ſaid *N. N.* doth hereby make, &c. the ſaid *G. T.* his, &c. the true, &c. Attorney, &c. to take out Executions upon the ſaid Judgments; **And alſo** doth by theſe Preſents give unto the ſaid *G. T.* his, &c. full Power and Authority for him the ſaid *N. N.* and in his Name and Stead, and in the Name and Stead of his Executors and Adminiſtrators, to do, perform, execute and accompliſh all and every ſuch lawful Act, &c. and, &c. (*Covenant to ratify*, &c. *that Aſſignor has not, nor will releaſe*, &c.) **And moreover** that he the ſaid *N. N.* his, &c. ſhall and will at all Times hereafter being thereunto lawfully required by the ſaid *G. M.* his, &c. and at the Coſts and Charges of the ſaid *G. M.* and *G. T.* or one of them, their or one of their, &c. teſtify his and their Conſent, by any Writing under his or their Hands and Seals, or otherwiſe, that Satisfaction be acknowledged upon Record of the ſaid Judgments. (*Covenant to ſave the Aſſignor harmleſs.*) **In Witneſs**, &c.

Money paid by one of the Bail, in Conſideration whereof the Plaintiff aſſigns the ſaid Bail Bonds and Judgments thereupon, in Truſt for him who paid the Money.

Letter of Attorney.

Covenant to conſent to acknowledge Satisfaction on Record.

VIII. Of Bridges and Toll.

An Aſſignment of a Bridge, and the Pontage (or Toll thereof) from the Commiſſioners appointed by Parliament for building the ſame, &c. to Truſtees, in Truſt for the Proprietors.

THIS Indenture Tripartite made, &c. **Between** the Perſons whoſe Hands and Seals are hereunto ſubſcribed and ſet, being nine or more of the Commiſſioners and Truſtees, conſtituted and appointed in and by an Act of Parliament made in the —— Year of the Reign of, &c. (intitled an Act for building a Bridge croſs the River of *T.* from the Town of *F.* in the County of *M.* to the Town of *P.* in the County of *S.* and by another Act of Parliament made in the —— Year of the Reign of, &c. (intitled, An Act to explain and amend an Act made in the —— Year of the Reign of, &c. for building a Bridge croſs the River of *T.* from the Town of *F.* in the County of *M.* to the Town of *P.* in the County of *S.* and for making the ſaid Act more effectual), of the firſt Part, the Right Honourable Sir *R. W.* Knight of the moſt Noble Order of the Garter, *E. H.* Eſq; Captain *P. S.* Sir *C. W.* Knt. *T. R.* Eſq; Sir *G. W.* Knt. *S. B.* Eſq; *W. G.* Eſq; (Son and Heir of *W. G.* Eſq; deceaſed), *J. H.* Eſq; *G. D.* Eſq; *T. P.* Eſq; Sir *M. D.* Bart. *T. C.* Doctor in Phyſick, *J. H.* Eſq; *T. M.* Eſq; *G. T.* Eſq; *T. P.* Eſq; the Right Honourable *G.* Lord *C. W. C.* Eſq; *K. E.* Eſq; the Honourable Colonel *G. C. E. S.* Eſq; *E. J.* Eſq; *J. A.* Eſq; *A. M.* Eſq; *J. M.* Eſq; *R. M.* Eſq; *H. P.* Eſq; Captain *C. M.* and *B. G.* Eſq; (being all the Contractors and Subſcribers for building the ſaid Bridge), of the ſecond Part, and the Right Honourable *A. O.* Eſq; (Speaker of the Houſe of Commons), Sir *J. G.* of the *Inner Temple*, *London*, Knt. Sir *A. F.* of St. *James's*, *Weſtminſter*, Knt. *R. O.* of *M. H. V.* of *S. D. C. S.* of *R. T. W.* of *O. N. H. Junior*, of *K. C. B.* of *R. P. L.* and *J. T.* of *P.* in the County of *S.* Eſq; *J. A.* Eſq; (Surveyor General of his Majeſty's Ordnance), *R. L.* of *K.* in the County of *M.* Eſq; and *P. H.* of St. *P. C. G.* in the County of *M.* Eſq; of the third Part. **Whereas** in and by the ſaid firſt mentioned Act of Parliament of the —— Year of the Reign of the ſaid, &c. *Reciting*, that it was neceſſary a Bridge ſhould be built croſs the River of *T.* from the Town of *F.* in the County of *M.* to the Town of *P.* in the County of *S.* *It was* (amongſt other Things) *Enacted*, That the Perſons and Officers therein particularly named, ſhould be, and they were thereby conſtituted and appointed Commiſſioners and Truſtees, for deſigning, directing, ordering and building ſuch Bridge, and for maintaining, preſerving and ſupporting the ſame when built, and that it ſhould and might be lawful for the ſaid Commiſſioners, or any nine or more of them, and they were thereby impowered, at any Time or Times after the ———— Day of, &c. to deſign, aſſign and lay out, how and in what Manner the ſaid then intended Bridge ſhould be made, erected and built, and the Ways and

Parties.

Recitals of Acts for building the Bridge.

Paſſages to and from the ſame, and to preſerve and keep in Repair ſuch Ways and Paſſages from Time to Time, and to make Contracts, and all Matters and Things for carrying on and effecting the Purpoſes aforeſaid, and to cauſe the ſame to be done and perfected accordingly; **And** to the Intent the Navigation of the ſaid River of *T.* might receive no Prejudice, *It was thereby further Enacted*, That when the ſaid Bridge ſhould be built croſs the ſaid River, there ſhould remain free and open Paſſage for the Water to paſs and repaſs through the Arches or Paſſages under the ſaid Bridge of 700 Feet at the leaſt, within the then preſent Banks of the ſaid River: **And whereas** it might happen that ſome Perſons or Bodies Politick, Corporate or Collegiate, Feoffees in Truſt, or others, who were ſeiſed of ſome Houſes or Ground within the ſaid Pariſhes of *F.* and *P.* which might be neceſſary to be pulled down or purchaſed, and ſet out or aſſigned for making convenient Ways and Paſſages to and from the ſaid Bridge, might be willing to ſell ſuch Houſes and Ground to perfect ſo uſeful and neceſſary a Work, but were incapable of granting or ſelling and conveying the ſame, by Reaſon of Infancy or other Diſability; *It was therefore thereby further Enacted*, That it ſhould be lawful for all Bodies Politick, Corporate or Collegiate, Corporations aggregate or ſole, and all Feoffees in Truſt, Executors, Adminiſtrators, Guardians or other Truſtees whatſoever, for and on the Behalf of any Infants, Femes Covert, or other *Ceſtuy que Truſts*, and for all and every other Perſon or Perſons whatſoever, who were or ſhould be ſeiſed, poſſeſſed of or intereſted in any Houſe or Houſes or Ground, ſituate or being within the ſaid Pariſhes of *F.* and *P.* or either of them, to ſell and convey to the ſaid Commiſſioners and Truſtees, or to any nine or more of them or their Succeſſors, or as they ſhould appoint, all or any ſuch Houſes, Ground, or any Part thereof, for the Purpoſes aforeſaid; *And it was thereby further Enacted*, That it ſhould be lawful, to and for his Majeſty, his Heirs and Succeſſors, by Letters Patent under the Great Seal of *Great Britain*, to incorporate all and every the Commiſſioners and Truſtees appointed by the ſaid Act, or who ſhould be appointed purſuant thereto, or ſuch of them as ſhould be then living, and ſuch others as his Majeſty, his Heirs and Succeſſors ſhould think fit, to be one Body Politick and Corporate in Deed and Name, and to do and execute all and ſingular the Matters and Things, that to them ſhould or might appertain, to do with ſuch Powers and Clauſes as ſhould be requiſite or neceſſary for erecting, building, preſerving and ſupporting the ſaid Bridge, and the Ways and Paſſages thereto from Time to Time, and to be under ſuch Rules, Qualifications and Appointments, as his Majeſty, his Heirs and Succeſſors ſhould think neceſſary or reaſonable to be inſerted in any ſuch Letters Patent, *Subject* to ſuch Reſtrictions and Limitations as are in the ſaid Act expreſſed. *And* for as much as the erecting and building the Bridge before mentioned, and the repairing, preſerving and ſupporting the ſame, and the Ways and Paſſages thereto, and the purchaſing ſuch Houſes and Grounds as aforeſaid, would be attended with conſiderable Charge and Expence; *It was thereby further Enacted*, That there ſhould be paid to the Receiver or Receivers, Collector or Collectors, to be nominated as is therein after mentioned for Pontage, or in the Name of a Toll, before any Paſſage over the ſaid Bridge ſhould be permitted, the ſeveral Sums therein and herein after mentioned, *viz.* for every Coach, Chariot, Berlin, Chaiſe, Chair or Calaſh, drawn by ſix or more Horſes, the Sum of 2 *s.* for every Coach, Chariot, Berlin, Chaiſe, Chair or Calaſh, drawn by four Horſes, the Sum of 1 *s.* 6 *d.* for every Coach, Chariot, Berlin, Chaiſe, Chair or Calaſh drawn by leſs than four Horſes, the Sum of 1 *s.* for every Waggon, Wain, Dray, Carr, Cart or Carriage drawn by four or more Horſes or Oxen, the Sum of 1 *s.* and 6 *d.* and by leſs than four Horſes or Oxen, the Sum of 1 *s.* for every Horſe, Mule or Aſs, laden or unladen, and not drawing, the Sum of 2 *d.* for every Foot Paſſenger on *Sundays* 1 *d.* and on every other Day ½; for every Drove of Oxen or neat Cattle, the Sum of 12 *d. per* Score, and after that Rate for any greater or leſſer Number; for every Drove of Calves, Hogs, Sheep or Lambs, the Sum of 6 *d. per* Score, and after that Rate for a greater or leſſer Number; which ſaid reſpective Sums of Money ſhould and might be demanded and taken in the Name of Pontage, or as a Toll or Duty; and the Monies to be received as aforeſaid, and all other Monies to be received by Authority of the ſaid Act, were thereby veſted in the ſaid Truſtees, and the ſame and every Part thereof, was to be paid, applied and diſpoſed of, and aſſigned to and for the ſeveral Uſes, Intents and Purpoſes, and in ſuch Manner, as is therein and herein after mentioned and directed, (the reaſonable Charges expended in or for obtaining or paſſing the ſaid firſt Act, being firſt deducted); *And* the ſaid Commiſſioners and Truſtees, and their Succeſſors, or any nine or more of them, were thereby impowered, by themſelves, or by any Perſon or Perſons by them or any nine or more of them thereunto authoriſed, to levy the Toll or Duty thereby required to be paid, upon any Perſon or Perſons, who ſhould, after Demand thereof made, neglect or refuſe to pay the ſame as aforeſaid, or to deny or hinder any Paſſage over the ſaid Bridge until Payment thereof; which ſaid Toll and Duty ſhould and might be levied by Diſtreſs of any Horſe or Horſes, or other Cattle or Goods, upon which ſuch Toll or Duty was by the ſaid Act impoſed, or upon any other of the Goods and Chattels

of

of ſuch Perſon or Perſons as ought to pay the ſame, and all ſuch Horſes or other Cattle or Goods might be detained until ſuch Toll or Duty, with reaſonable Charges of ſuch Diſtreſs, ſhould be paid; and that it ſhould be lawful for the Perſon or Perſons ſo diſtraining, after the Space of four Days after ſuch Diſtreſs made or taken, to ſell the Cattle or other Goods ſo diſtrained for Payment of the ſaid Toll or Duty, rendering to the Owner or Owners the Overplus upon Demand, after Satisfaction of the ſaid Toll or Duty, and the reaſonable Charges in or about making ſuch Diſtreſs and Sale and keeping the ſame, ſhould be deducted and paid; *And* to the End the ſaid Tolls and Duties might be duly accounted for, *It was further Enacted* in and by the ſaid Act, that it ſhould be lawful to and for the ſaid Commiſſioners and Truſtees and their Succeſſors, or any nine or more of them at any Time or Times then after, by any Writing under their Hands and Seals, or under their Common Seal when incorporated as aforeſaid, to nominate and appoint ſuch Perſon or Perſons to be Receiver or Receivers, Collector or Collectors of the ſaid Tolls or Duties as they ſhould think fit, and all Perſons by the ſaid Act, liable to pay the ſaid Tolls or Duties, or either of them, are thereby required to pay the ſame after the Rates aforeſaid, to ſuch Receiver or Receivers, Collector or Collectors aforeſaid, and all ſuch Receivers and Collectors ſhould reſpectively pay the ſame into the Hands of ſuch Perſon and Perſons, as the ſaid Commiſſioners and Truſtees or their Succeſſors, or any nine or more of them, ſhould from Time to Time direct and appoint, and ſhould alſo upon Oath (if thereunto required) by the ſaid Commiſſioners and Truſtees and their Succeſſors, or any nine or more of them, before any Juſtice or Juſtices of the Peace of either of the ſaid Counties of *M.* or *S.* from Time to Time give in a true, exact and perfect Account in Writing under their reſpective Hands, of all Monies, which they and every or any of them ſhould to ſuch Time have received, paid and diſburſed by virtue of the ſaid Act, and by Reaſon of their reſpective Offices; for which Oath no Fee or Reward ſhall be taken, and the ſame might be taken in Writing without any Stamp; *And* the ſaid Commiſſioners and Truſtees, or any nine or more of them, ſhould and might out of the Monies ariſing by the ſaid Tolls and Duties, or otherwiſe, by virtue of this Act, make ſuch Allowances unto ſuch Receiver or Receivers, Collector or Collectors, and all other Officers and Perſons to be employed by or under the ſaid Commiſſioners, for their Care and Pains in the Execution of their reſpective Offices as the ſaid Commiſſioners ſhould think fit, with Power for the ſaid Juſtices of the Peace to commit ſuch ſaid Officers to Gaol, who ſhould refuſe to account according to the ſaid Act; *And it was further Enacted* by the ſaid Act, that all and every Sum and Sums of Money as ſhould be advanced or borrowed for the Purpoſes of the ſaid Act, or which ſhould be raiſed and received by the Tolls and Duties aforeſaid, ſhould be by the ſaid Truſtees, or any nine or more of them, (all the ſaid Truſtees being firſt duly ſummoned), applied and diſpoſed of to the Building and Erecting the ſaid Bridge with ſuch Materials, and in ſuch Manner, as the ſaid Truſtees, or any nine or more of them ſhould judge moſt convenient, and for the ſupporting, repairing and amending the ſame from Time to Time, and the new Ways and Paſſages to and from the ſame, and other the Purpoſes in the ſaid Act, (the neceſſary Charges of paſſing the ſaid Act, and managing, collecting and receiving the ſaid Tolls from Time to Time, being firſt deducted); *And it was further Enacted*, That it ſhould be lawful for the ſaid Commiſſioners and their Succeſſors, and for ſuch intended Company or Corporation and their Agents or Officers, from Time to Time to remove any Shelfs in the ſaid River of *T.* and to make ſaid River deeper, and that all Stones, Bricks, Planks, Piles and other Materials which ſhould be made uſe of for or towards building or making the ſaid Bridge, or in or about the ſame, or for maintaining, repairing or ſupporting the ſame, or for *Making* the ſaid River deeper as aforeſaid, ſhould always be deemed to belong and appertain to the Commiſſioners and Corporation aforeſaid; and that in caſe it ſhould happen, that the ſaid Bridge ſhould receive ſuch Damages by unforeſeen Accidents, or by Tempeſt or otherwiſe, that the Paſſage thereof might for ſome Time become dangerous or impracticable, it ſhould be lawful for the ſaid Commiſſioners, their Succeſſors and Corporation aforeſaid, from Time or Time, as often as Occaſion ſhould require, to erect and ſet up any Ferry or Ferries croſs the ſaid River of *T.* at ſuch Place or Places, as they ſhould judge to be moſt proper and convenient, as near to the ſaid Bridge as conveniently might be, and there to take, for Paſſage over the ſaid River by ſuch Ferry or Ferries, ſuch Rates and Duties as were granted by the ſaid Act for the Toll or Pontage aforeſaid, and that all Profits ariſing from any ſuch Ferry or Ferries, (after the Deduction of the neceſſary Charges expended in or about the ſame, which it ſhould be lawful to deduct), ſhould from Time to Time be paid and applied as the Toll or Duties granted by the ſaid Act were to be paid and applied, and not otherwiſe; *But* that it ſhould not be lawful to erect or build the ſaid Bridge, or any Part thereof, before or until full and ample Satisfaction ſhould be made for all ſuch Prejudice, Loſs or Damage, as ſhould or might be ſuſtained or ſuffered by any of the Owners, Proprietors, Leſſees or others, having any Property or Intereſt in the then preſent Horſe and Foot-Ferries between *P.* and *F.* aforeſaid, to be determined and adjuſted by the ſaid Commiſſioners,

ſioners, in ſuch Manner as by the ſaid Act is directed and appointed: **And whereas** in and by the ſaid Act of Parliament made in the —— Year of the Reign of, &c. it was (amongſt other Things) *Enacted*, That the Commiſſioners and Truſtees therein mentioned and appointed, or any nine or more of them, and the Commiſſioners and Truſtees when incorporated in Purſuance of the ſaid former Act, ſhould have, and they had thereby full Power and Authority to contract and agree with any Perſon or Perſons whatſoever, as well Commiſſioners and Truſtees as others, to erect and build a Bridge croſs the ſaid River of *T.* from the ſaid Town of *F.* to the ſaid Town of *P.* and to repair, maintain and ſupport the ſame when built, in ſuch Manner as by the ſaid Commiſſioners and Truſtees or Corporation aforeſaid ſhould be thought proper; and that for the more effectually enabling the ſaid Commiſſioners and Truſtees and Corporations aforeſaid, as ſpeedily as might be, to compleat and perfect the ſaid Work, it ſhould and might be lawful for the ſaid Commiſſioners and Truſtees, or any nine or more of them before incorporated, and alſo lawful for ſuch Corporation when created, at any Time or Times to convey and aſſign over in Perpetuity, or otherwiſe, all or any Tolls, Revenues, Profits or Incomes, of or belonging to the ſaid Bridge or Ferries, or which ſhould in any wiſe ariſe, accrue or belong to the ſame, unto ſuch Perſon or Perſons, as would undertake, contract or agree to erect and build the ſaid Bridge, and to preſerve and keep up the ſame in good and ſufficient Repair, and ſhould give ſufficient Security ſo to do, to the Satisfaction of the ſaid Commiſſioners and Truſtees and Corporation aforeſaid; any Thing therein, or in the ſaid former Act notwithſtanding; *But* that it ſhould not be lawful for the ſaid Commiſſioners and Truſtees or Corporations, to erect or build the ſaid Bridge, or any Part thereof, before or until full and ample Satisfaction ſhould be made for all ſuch Prejudice, Loſs or Damage, as ſhould or might be ſuſtained or ſuffered by any of the Proprietors of the Horſe Ferries between the Towns of *P.* and *F.* unleſs the Proprietors of the ſaid Horſe-Ferries, by Writing under their reſpective Hands and Seals, ſhould conſent and agree with the ſaid Commiſſioners and Truſtees, or any nine or more of them, or the Corporation, to permit the ſaid Commiſſioners and Truſtees or Corporation, to build the ſame before ſuch Satisfaction ſhould be made; *And* in caſe ſuch Conſent of the ſaid Proprietors ſhould be had and obtained in Manner aforeſaid, that then the ſaid Bridge when built, and all Tolls, Revenues, Profits and Incomes belonging, or to belong to the ſame, ſhould be and were thereby made chargeable and charged in the firſt Place, with all ſuch Sums of Money as were by the ſaid former Act to be paid to the reſpective Owners, Proprietors and Perſons intereſted in the then preſent Ferries between *F.* and *P.* aforeſaid; and that upon Payment thereof reſpectively, or Tender and Refuſal, all Ownerſhips, Properties and Intereſts, of, in or to the Horſe or Foot-Ferries between *F.* and *P.* aforeſaid, ſhould be and were thereby extinguiſhed and determined, and the ſaid Ferries and Paſſage over the River of *T.* there, and the Ground and Soil adjacent and belonging to the ſaid reſpective Ferries, ſhould be and were by the ſaid Act transferred to, and abſolutely veſted in the ſaid Commiſſioners and Truſtees and Corporation aforeſaid, and their Succeſſors and Aſſigns for ever: **And whereas** the ſaid Commiſſioners and Truſtees, or nine or more of them, *Did* in Purſuance of the ſaid Acts, by Writing under their Hands and Seals, apportion, ſettle, adjudge, decree and determine, that ſuch reſpective Sums of Money ſhould be paid to the ſeveral Owners, Proprietors, Leſſees or others, having any Property or Intereſt in the ſaid Horſe-Ferry, as had been firſt aſcertained by a Jury of twelve indifferent Men of the County of *S.* in Manner and Form as by the ſaid firſt mentioned Act of Parliament is directed, or as the ſaid Proprietors, by Writing under their Hands and Seals, had ſeverally agreed to accept in full Recompence and Satisfaction for all Prejudice, Loſs or Damage which the ſaid Proprietors ſhould or might ſeverally ſuſtain or ſuffer by or on Occaſion of the Building ſuch Bridge; all which Sums of Money have been paid accordingly, amounting in the whole to the Sum of 8387*l.* 10*s.* **And whereas** the ſaid Commiſſioners and Truſtees, or nine or more of them, *Did* in like Manner apportion, ſettle, adjudge, decree and determine, that the ſeveral yearly Sums of 31*l.* and 31*l.* aſcertained by the ſaid Jury, for the Damage of the Perſons intereſted in the ſaid Foot-Ferry, being the reſpective Watermen of *P.* and *F.* aforeſaid, ſhould be paid for ever out of the Tolls, Revenues, Profits and Incomes of ſuch Bridge when built, and ſhould be in full Recompence and Satisfaction for all Prejudice, Loſs or Damage which the ſaid Watermen of *P.* and *F.* reſpectively, ſhould or might ſuſtain or ſuffer, by or on Occaſion of building ſuch Bridge; and there having been ſome Evidence given to the ſaid Commiſſioners and Truſtees and the ſaid Jury, touching the Manner of diſtributing the Produce of the ſaid Foot-Ferry for ſome Time paſt, (the ſame being a Ferry for *Sundays* only), it was, by the Judgment, Sentence, Decree and Determation of the ſaid Commiſſioners and Truſtees, reſerved for the Conſideration and Direction at any Time thereafter of the Commiſſioners and Truſtees appointed by the ſaid Acts of Parliament and their Succeſſors, or any nine or more of them, how the ſaid ſeveral yearly Sums of 31*l.* and 31*l.* ſhould be paid and applied from Time to Time; the ſaid Commiſſioners and Truſtees then intending to contract for the build-

Commiſſioners determined to pay the Owners of the Horſe-Ferry for their Damage.

The ſame paid. Determination to pay the Damage of the Foot-Ferry.

ing ſuch Bridge with any Perſons willing to engage therein, by way of Subſcription on the Foot of the Tolls, Revenues, Profits and Incomes of ſuch Bridge when built, according to ſuch Contract, being to be aſſigned and conveyed over in Perpetuity to ſuch Contractors, charged with the perpetual Payment of the ſaid ſeveral yearly Sums of 31 *l.* and 31 *l.* in ſuch Manner as the ſaid Commiſſioners and Truſtees and their Succeſſors, or any competent Number of them ſhould judge proper: **And whereas** the ſaid Commiſſioners and Truſtees, or nine or more of them, did thereupon deſign, aſſign and lay out, how and in what Manner the ſaid intended Bridge ſhould be made, erected and built, from the Town of *F.* to the Town of *P.* aforeſaid, and the Ways and Paſſages to and from the ſame, and to preſerve and keep in Repair ſuch Ways and Paſſages: **And whereas** in and by a certain Contract or Agreement in Writing, bearing Date, *&c.* (reciting as is before recited, and that the Commiſſioners and Truſtees had reſolved, as the moſt effectual Method to compleat the building ſuch Bridge, to enter into a Contract concerning the ſame with ſuch Perſons who ſhould be willing to engage therein, and to ſubſcribe even Sums of 1000 *l.* each, neither more or leſs by any one Perſon towards raiſing a Sum not exceeding 30000 *l.* which was computed to be ſufficient for making good the ſeveral Sums to be paid as before mentioned, and for building ſuch Bridge, as alſo for paying ſo much of the Charges of paſſing the ſaid Acts as then remained unpaid, with Allowances to ſuch Perſons as had been or ſhould be employed by or under the ſaid Commiſſioners and Truſtees, and any other neceſſary Charges under the ſaid Commiſſion in relation to the Premiſſes); *It was* contracted, articled and agreed by and between the ſaid Commiſſioners and Truſtees appointed by the ſaid Acts of Parliament; whoſe Names are thereunto ſet, (*All* the ſaid Truſtees being firſt duly ſummoned) for themſelves and the reſt of the Commiſſioners and Truſtees appointed as aforeſaid, and their Succeſſors of the one Part, and the other Perſons whoſe Names are thereunto ſubſcribed, being the ſaid Right Honourable Sir *R. W. &c.* for themſelves ſeverally and apart, and not jointly, nor one for the other, and for their ſeveral and reſpective Executors and Adminiſtrators, of the other Part, in Manner and according to the Terms and Conditions therein and herein after expreſſed, which the ſaid Parties did mutually accept and approve of, *viz.* That 10 *l. per Cent.* of the Sums of Money ſubſcribed, ſhould be paid down at the Time of the Subſcribing to the Perſons therein named, and that the Remainder ſhould be paid in as the ſaid Commiſſioners ſhould direct; that the ſaid Subſcribers, their reſpective Executors or Adminiſtrators, ſhould in the firſt Place, out of the Monies ſubſcribed or otherwiſe, pay the ſaid ſeveral Sums of Money, amounting to 8387 *l.* 10 *s.* as aforeſaid, and alſo to the Order or Orders of the ſaid Commiſſioners, or of any nine or more of them, any Sum or Sums of Money not exceeding 600 *l.* for ſo much of the Charges of paſſing the ſaid Acts as ſhould appear to be unpaid, and for Allowances as aforeſaid; **And** the ſaid Subſcribers thereunto for themſelves ſeverally, and for their ſeveral Executors and Adminiſtrators, did contract and agree with the ſaid Commiſſioners and Truſtees and their Succeſſors, that they the ſaid Subſcribers, their reſpective Executors and Adminiſtrators, ſhould and would with the Remainder of the Money ſubſcribed, after the ſeveral Sums taken thereout for the Purpoſes aforeſaid, well and ſubſtantially erect and build, or cauſe to be well and ſubſtantially erected and built, within two Years from the Date thereof, a Bridge croſs the ſaid River of *T.* from the ſaid Town of *F.* to the ſaid Town of *P.* with ſuch Kinds of Materials, and in all Things according to the Plan of ſuch ſaid then intended Bridge, and that ſuch Remainder of the ſaid Subſcription Money ſhould not be diverted or applied to any other Uſe, and that the Subſcribers ſhould and would at their proper Coſts and Charges, preſerve and keep up the ſaid Bridge, when built, in good and ſufficient Repair for ever, together with ſuch Parts of the Ways and Paſſages to and from the ſame, as by the ſaid Acts were to be preſerved and kept in Repair by the ſaid Commiſſioners; and that the ſaid Commiſſioners and Truſtees and their Succeſſors, when and as ſoon as the ſaid Bridge ſhould be erected and built, ſhould and would upon the Requeſt, Coſts and Charges of the ſaid Subſcribers, their Executors or Adminiſtrators, who ſhould not have made any Default of Payment of the Monies by them to be paid according to the Agreement aforeſaid, in due Form of Law, aſſign and convey over in Perpetuity, *All* Tolls, Revenues, Profits and Incomes of or belonging to the ſaid Bridge, or the Ferries then after to be erected and ſet up as Occaſion might be, according to the Proviſion in that Behalf made by the ſaid Acts of Parliament or either of them, or which ſhould any wiſe ariſe, accrue or belong to the ſame, *With* all ſuch Ground and Soil adjacent, and belonging to the then Horſe-Ferries and Paſſages over the ſaid River, as was or ſhould be veſted in the ſaid Commiſſioners and Truſtees and their Succeſſors, by virtue of the ſaid Acts of Parliament or either of them, and every other Thing which the ſaid Commiſſioners and Truſtees and their Succeſſors, were impowered to aſſign and convey over by the ſaid Acts of Parliament, unto the ſaid ſeveral Subſcribers, their reſpective Executors and Adminiſtrators; *To hold* as Tenants in Common and not as Joint-tenants, or as ſuch Subſcribers, their reſpective Executors or Adminiſtrators ſhould appoint, ſubject to the ſaid two yearly Sums of 31 *l.* and 31 *l.* for the *making* Satisfac-

Plan of the Bridge.

Agreement to contract for Building.

Contract.

tion for the Prejudice, Loſs or Damage, with reſpect to the aforeſaid Foot-Ferries, occaſioned by building the ſaid Bridge, in ſuch Manner as the ſaid Commiſſioners and Truſtees and their Succeſſors, or their Counſel learned in the Law ſhould adviſe; *And alſo ſubject* to ſuch reaſonable Proviſion to be made in ſuch Conveyance, for the Application of the ſaid Tolls, Revenues, Profits and Incomes, or a competent Part thereof, for the preſerving and keeping up from Time to Time the ſaid Bridge in good and ſufficient Repair; *Together* with ſuch Parts of the Ways and Paſſages to and from the ſame, as by the ſaid Acts of Parliament or either of them, were to be preſerved and kept in Repair by the ſaid Commiſſioners and Truſtees and their Succeſſors, as by the ſaid Commiſſioners and Truſtees and their Succeſſors, or their Counſel learned in the Law ſhould be reaſonably adviſed or required; *And it was thereby further agreed*, That the ſaid Subſcribers ſhould be obliged to do and perform all other Things which the ſaid Commiſſioners, Truſtees or Corporation were directed to do in and by the ſaid Acts, as in and by the ſaid recited Acts of Parliament, and the Contract or Agreement between the ſaid Commiſſioners and Subſcribers, (Relation being thereunto reſpectively had for greater Certainty)

Subſcription. may more fully and at large appear: **And whereas** the ſaid Subſcribers have for the Purpoſes mentioned in the ſaid recited Agreement with the Commiſſioners, ſubſcribed the Sum of 30000*l.* *And* have paid the Proprietors of the ſaid Horſe-Ferries the ſaid Sum of 8387*l.* 10*s.*

Payments. *And* have alſo paid ſuch other Sums as they were obliged to pay by their ſaid Contract or Agree-

Bridge built. ment, *And* have ſince the making the ſaid Contract built the ſaid Bridge, and have juſtly and truly, in all Reſpects, complied with the Agreements in the ſaid Contract, to the Satisfaction

Conſideration. of the ſaid Commiſſioners: **Now therefore this Indenture witneſſeth**, That in Purſuance of the ſaid two in Part recited Acts of Parliament, and in Execution of the Truſts repoſed in the ſaid Commiſſioners and Truſtees, and by virtue of the Powers and Authorities to them the ſaid Commiſſioners and Truſtees, or any nine of them, given by the ſaid recited Acts of Parliament or either of them, and in Performance of the Contract above recited, and in Conſideration of the ſeveral and reſpective Sums of 1000*l.* ſo ſubſcribed as aforeſaid, by them the ſaid Right Honourable Sir *R. W. &c.* and alſo for and in Conſideration of the ſaid Sum of 8387*l.* 10*s.* by them paid to the Owners or Proprietors of the ſaid Ferries, in full Satisfaction of their reſpective Damages to be ſuſtained by building the ſaid Bridge, and in Conſideration of ſuch other Sums as have been paid by the ſaid Subſcribers, in Purſuance of their ſaid Contract or Agreement with the ſaid Commiſſioners, and for and in Conſideration that the ſaid Subſcribers have ſince the making the ſaid Contract, at their own proper Coſts and Charges, well and ſubſtantially erected and built a Bridge croſs the ſaid River of *T.* from the ſaid Town of *F.* to the ſaid Town of *P.* to the Satisfaction of the ſaid Commiſſioners; and alſo for and in Conſideration of the Sum of 5*s.* a-piece to each of the ſaid Commiſſioners, whoſe Hands and Seals are hereunto ſubſcribed and ſet, well and truly paid by the ſaid Right Honourable Sir *R. W. &c.* (*The 30 Proprietors*), the Receipt whereof is hereby acknowledged, **They** the ſaid Commiſſioners and Truſtees, whoſe Names and Seals are hereunto ſubſcribed and ſet (by and with the Direction, Nomination and Appointment of the ſaid Subſcribers, teſtified by

Aſſignment. their being made Parties to, and their Sealing and Executing theſe Preſents), **Have** granted, bargained, ſold, aſſigned and ſet over, and by theſe Preſents do fully and abſolutely grant, bargain, ſell, aſſign and ſet over, unto the ſaid *A. O.* Sir *J. G. &c.* (*the Truſtees*) their Heirs and Aſſigns for ever, **The** ſaid Bridge and all the Materials wherewith the ſame is erected and built, and all Tolls, Revenues, Profits and Incomes of or belonging to the ſaid Bridge ſo built from the Town of *F.* to the Town of *P.* as aforeſaid, or the Ferries hereafter to be erected and ſet up as Occaſion may be, according to the Proviſion in that Behalf made by the ſaid recited Acts of Parliament or either of them, or which ſhall in any wiſe ariſe, accrue or belong to the ſame, with all ſuch Ground and Soil adjacent, and belonging to the late or preſent Horſe-Ferries and Paſſage over the ſaid River, between the ſaid Towns of *F.* and *P.* as was, is, or ſhall be veſted in the ſaid Commiſſioners and Truſtees or Corporation, to be created in Purſuance of the ſaid Acts, and their Succeſſors by virtue of the ſaid Acts of Parliament or either of them, and all Benefits, Advantages, Powers, Privileges and Authorities, and every other Matter and Thing whatſoever veſted in, or granted to the ſaid Commiſſioners and Truſtees or Corporation, which the ſaid Commiſſioners and Truſtees or Corporation and their Succeſſors, are impowered or capable to aſſign and convey over, by Force or Virtue of the ſaid Acts of Parliament or either of them, or of any Clauſe or Thing in them or either of them contained; and alſo all the Eſtate, Right, Title, Intereſt, Truſt, Property, Claim and Demand whatſoever, both in Law and in Equity, of them the ſaid Commiſſioners and Truſtees and Corporation aforeſaid, and of every or any of them, of, in, to or out of the ſaid hereby bargained and ſold Bridge, and the Tolls, Revenues, Profits or Incomes, of or belonging to the ſaid Bridge or Ferries and other the Premiſſes, or which ſhall in any wiſe accrue or belong to the ſame or to any Part or Parcel thereof, by Force and Virtue of the ſaid Acts of Parliament or either of them, or otherwiſe howſoever: **To have and to hold** the ſaid Bridge and Materials

Materials wherewith the ſame is built, and the ſaid Tolls, Revenues, Profits and Incomes, of or belonging to the ſaid Bridge or Ferries, now or hereafter to be ſet up, or which ſhall any wiſe ariſe, accrue or belong to the ſame, with the Ground and Soil adjacent and belonging to the ſaid late or preſent Horſe-Ferries and Paſſage over the ſaid River between the ſaid Towns, and all Benefits, Advantages, Powers, Privileges and Authorities, and all and ſingular other the Premiſſes, with their and every of their Appurtenances herein before mentioned, or intended to be hereby granted, bargained, ſold and aſſigned unto the ſaid *A. O.* Sir *J. G.* &c. their Heirs and Aſſigns; **To the only Uſe** and Behoof of the ſaid *A. O.* &c. and of their Heirs and Aſſigns for ever; **Upon ſuch Truſts nevertheleſs**, and to and for ſuch Intents and Purpoſes, and under and ſubject to ſuch Proviſoes and Agreements as are herein after mentioned, expreſſed and declared, of and concerning the ſame, that is to ſay, **Upon Truſt**, that they the ſaid *A. O.* &c. their Heirs and Aſſigns, ſhall permit and ſuffer the ſaid Sir *R. W.* &c. their Heirs and Aſſigns, to have, receive and take the ſaid Tolls, Revenues, Profits and Incomes, of or belonging to the ſaid Bridge or the Ferries, now or hereafter to be ſet up, or which ſhall any wiſe ariſe, accrue or belong to the ſame, and to have the ſole Management and Direction thereof, and the appointing Receiver and Receivers, Collector and Collectors, and other Officers relating thereto, and the changing the ſame as they ſhall think fit; **Upon this Condition nevertheleſs**, That they the ſaid Sir *R. W.* &c. and their Heirs and Aſſigns, ſhall in the firſt Place from Time to Time, yearly and every Year for ever hereafter, by quarterly Payments, pay, apply and diſpoſe of the ſaid two ſeveral yearly Sums of 31 *l.* and 31 *l.* in Satisfaction for all Prejudice, Loſs or Damage to be occaſioned, with reſpect to the aforeſaid Foot-Ferries between the ſaid Towns of *F.* and *P.* by reaſon of building the ſaid Bridge, in Manner following, that is to ſay, One yearly Sum of 31 *l.* to the Church-warden or Church-wardens of the ſaid Pariſh of *F.* for the Time being, for the Uſe and Benefit of the poor Watermen, poor Widows of Watermen and poor Children of Watermen, inhabiting within the ſaid Town and Pariſh of *F.* to be diſtributed in ſuch Proportions as the Veſtry of the ſaid Pariſh of *F.* for the Time being ſhall think fit; **And** one other yearly Sum of 31 *l.* to the Church-warden or Church-wardens of the Pariſh of *P.* for the Time being, for the Uſe and Benefit of the poor Watermen, poor Widows of Watermen and poor Children of Watermen, inhabiting within the ſaid Town and Pariſh of *P.* to be diſtributed in ſuch Proportion as the Veſtry of the ſaid Pariſh of *P.* for the Time being ſhall think fit, or ſhall pay the ſame to ſuch other Perſon or Perſons, or direct the Diſtribution thereof by ſuch other Perſon or Perſons, as the ſaid Commiſſioners, or any nine or more of them, ſhall from Time to Time, by Writing under their Hands and Seals appoint for that Purpoſe; and from and after Payment of the ſaid ſeveral yearly Sums of 31 *l.* and 31 *l.* **Upon this further Condition**, That the ſaid Sir *R. W.* &c. and their Heirs and Aſſigns, do and ſhall, out of the Money ariſing by the ſaid Tolls, Revenues, Profits and Incomes, or a competent Part thereof, from Time to Time and at all Times hereafter, reimburſe and pay to the ſaid *A. O.* &c. their Heirs and Aſſigns, all ſuch Coſts, Charges, Damages and Expences, which they or any of them ſhall ſuſtain, expend or be put unto, for or by Reaſon of the Truſts aforeſaid, or Execution thereof, or any other Thing in any wiſe relating thereunto; **And upon this further Condition**, That the ſaid Sir *R. W.* &c. their Heirs and Aſſigns, do and ſhall, out of the Money ariſing by the ſaid Tolls, Revenues, Profits and Incomes, or a competent Part thereof, from Time to Time and at all Times hereafter, pay, lay out and diſburſe all ſuch Sum and Sums of Money as ſhall be neceſſary and requiſite for putting, preſerving and keeping the ſaid Bridge, together with ſuch Part of the Ways and Paſſages to and from the ſame, in good, ſufficient and ſubſtantial Repair from Time to Time, as by the ſaid Acts of Parliament, or either of them, are directed to be preſerved and kept in Repair, and for the doing and performing all ſuch other Matters and Things, as by the ſaid Subſcribers, their Heirs, Executors, Adminiſtrators or Aſſigns, ought or ſhall be to be done and performed according to the ſaid recited Agreement, and the true Intent and Meaning thereof; **And** do and ſhall in the next Place pay unto the ſaid Receiver and Receivers, Collector and Collectors of the ſaid Tolls, Revenues, Profits and Incomes, and other Officers employed or to be employed in and about the ſame, all ſuch Salaries, Wages or Allowances, as ſhall become due and payable unto them reſpectively from Time to Time, for their reſpective Care and Pains in their reſpective Offices; and from and after Payment of ſuch ſeveral and reſpective Sum and Sums of Money, **Upon this further Condition**, That the ſaid Sir *R. W.* &c. their Heirs and Aſſigns, do and ſhall in the laſt Place, yearly and every Year for ever hereafter, pay, ſhare and divide all the then Reſt and Reſidue of the Monies to be raiſed by the ſaid Tolls, Revenues, Profits and Incomes of the ſaid Bridge, Ferries and other the Premiſſes, (if any) unto and amongſt all them the ſaid Sir *R. W.* &c. the ſaid Subſcribers and Proprietors for the Time being, and their reſpective Heirs and Aſſigns, rateably and proportionably, according to the ſeveral Sums of Money by them ſubſcribed towards building the ſaid Bridge, and for other the Purpoſes above mentioned and recited, and to their

Upon Truſt.

ſeveral

ſeveral and reſpective Rights, Shares and Intereſts of, in and to the ſame; **To have**, take and enjoy the ſame, as Tenants in Common and not as Jointenants: **Provided nevertheleſs**, That if they the ſaid *A. O. &c.* their Heirs and Aſſigns, or any five or more of them ſhall, at any Meeting to be held for that Purpoſe, whereof 14 Days Notice ſhall be given in the *London Gazette*, adjudge, That they the ſaid Sir *R. W. &c.* their Heirs and Aſſigns, have made Default in paying the ſaid yearly Sum of 31 *l.* and 31 *l.* or have made Default in reimburſing and paying to the ſaid *A. O. &c.* their Heirs and Aſſigns, all ſuch Loſs, Coſts, Charges, Damages and Expences which they or any of them ſhall ſuſtain, expend or be put unto, for or by reaſon of the Truſts aforeſaid, or Execution thereof, or any other Thing in any wiſe relating thereunto, or have made Default in paying ſuch Sum and Sums of Money, as ſhall be neceſſary and requiſite for putting, preſerving and keeping the ſaid Bridge, together with ſuch Parts of the Ways and Paſſages to and from the ſame, in good, ſufficient and ſubſtantial Repair, from Time to Time, as by the ſaid Acts of Parliament, or either of them, are directed to be preſerved and kept in Repair, or have made Default in the doing all ſuch other Matters and Things, as by the ſaid Subſcribers, their Heirs, Executors, Adminiſtrators or Aſſigns, ought or ſhall be to be done and performed according to the ſaid recited Agreement, and the true Intent and Meaning thereof, or have made Default in paying unto the Receiver and Receivers, Collector and Collectors of the ſaid Tolls, Revenues, Profits and Incomes, and other Officers employed or to be employed in and about the ſame, all ſuch Salaries, Wages or Allowances, as ſhall become due and payable unto them reſpectively, for their reſpective Care and Pains in their reſpective Offices; that then and in all or any of the ſaid Caſes, when and as often as the ſame ſhall happen, the ſaid Sir *R. W. &c.* their Heirs and Aſſigns, ſhall not, during the Times of ſuch reſpective Defaults, or any of them, be permitted or ſuffered to have, receive and take the ſaid Tolls, Revenues, Profits and Incomes, of or belonging to the ſaid Bridge, or the Ferries now or hereafter to be ſet up, or which ſhall any wiſe ariſe, accrue or belong to the ſame, or to have the ſole Management and Direction thereof, or the Appointing the Receiver and Receivers, Collector and Collectors and other Officers relating thereto, and the changing the ſame as they ſhall think fit; but that it ſhall and may be lawful to and for the ſaid *A. O. &c.* their Heirs and Aſſigns, or any five or more of them, to have, receive and take the ſaid Tolls, Revenues, Profits and Incomes of or belonging to the ſaid Bridge, or the Ferries now or hereafter to be ſet up, or which ſhall any ways ariſe, accrue or belong to the ſame; and to have the ſole Direction and Management thereof, and to amove the Receiver and Receivers, Collector and Collectors, or any other Officer or Officers employed by or under the ſaid Sir *R. W. &c.* their Heirs and Aſſigns, and nominate and appoint others in their Stead, and to make ſuch Payments, and to do and perform all ſuch other Matters and Things, as by the ſaid Sir *R. W. &c.* their Heirs and Aſſigns, are herein before directed and required to be made, done and performed; any Thing herein before contained to the contrary thereof in any wiſe notwithſtanding.

Proviſo in caſe of Revenues falling ſhort of Repairs, *&c.*

Provided always nevertheleſs, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that in caſe the ſaid Tolls, Revenues, Profits and Incomes, of or belonging to the ſaid Bridge or Ferries, ſhall at any Time or Times hereafter fall ſhort and not be ſufficient to anſwer and make good all ſuch Sum and Sums of Money as ſhall be requiſite and neceſſary for putting, preſerving and keeping the ſaid Bridge, together with the ſaid Ways and Paſſages to and from the ſame from Time to Time in good, ſufficient and ſubſtantial Repair, within a reaſonable Time to be allowed for making ſuch Repairs, or ſhall not be ſufficient for the Payment of all and every the Matters and Things herein before particularly mentioned, and the Charges and Expences of the Truſtees for the Time being in the Execution of the Truſt in them repoſed as aforeſaid, then and in ſuch Caſe, all and every ſuch Sum and Sums of Money, as ſhall ſo fall ſhort or be wanting or neceſſary for the ſaid Ends and Purpoſes, ſhall from Time to Time be paid and born by the ſaid Sir *R. W. &c.* their Heirs and Aſſigns, rateably and proportionably upon and according to the ſeveral Sums of Money paid and ſubſcribed by them reſpectively towards building the ſaid Bridge, and other the Purpoſes aforeſaid; **And** that it ſhall and may be lawful to and for the ſaid *A. O.* Sir *J. G. &c.* their Heirs and Aſſigns, or any five or more of them, within 30 Days after all or any of the ſaid Defaults, ſo adjudged as aforeſaid, by Mortgage of the ſaid Tolls, Revenues, Profits and Incomes, of or belonging to the ſaid Bridge, or the Ferries now or hereafter to be ſet up, or which ſhall any ways ariſe, accrue or belong to the ſame or otherwiſe, (excepting only by an abſolute Sale thereof) from Time to Time, to raiſe ſuch Sum and Sums of Money as ſhall be neceſſary for that Purpoſe.

Power to Mortgage.

Provided alſo nevertheleſs, and it is hereby further declared by and between all the ſaid Parties to theſe Preſents, and it is the true Intent and Meaning of them and of theſe Preſents, that when and ſo ſoon as the ſaid Truſtees for the Time being of the ſaid Bridge, Tolls, Revenues, Incomes, Profits and Premiſſes, ſhall by Death be reduced to the Number of ſeven, then the Survivors of ſuch Truſtees ſhall, with all convenient Speed, at the proportionable Coſts and Charges of all the then

Survivorſhip of Truſtees.

Owners

Owners and Proprietors of the purchaſed Premiſſes, convey and aſſure the ſaid Tolls, Revenues, Profits and Incomes, and other the Truſt Eſtate and Premiſſes, unto ſuch other Perſon and Perſons, and his and their Heirs and Aſſigns, as the ſaid ſurviving Truſtees, or any five of them, ſhall nominate and appoint; **To the Uſe** of themſelves the ſaid ſurviving Truſtees, and of ſuch other new Truſtees to be appointed as aforeſaid, and of their Heirs and Aſſigns for ever; **Upon the Truſts**, and to and for the ſeveral Ends, Intents and Purpoſes, and under and ſubject to the Agreements herein mentioned, expreſſed and declared, of and concerning the ſame Tolls, Revenues, Profits and Incomes, and other the Truſt Premiſſes reſpectively, or as near thereto as may be, and ſo from Time to Time, as often as the ſaid preſent Truſtees, or any other ſucceeding Truſtees to be nominated and appointed as aforeſaid, ſhall by Death be reduced to the Number of ſeven as aforeſaid. **Provided further**, and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that the ſaid *A. O. &c.* (*all the other* 13 *Truſtees*) or any other future or ſucceeding Truſtees for the ſaid Bridge, Tolls, Revenues and Incomes, and other the ſaid Truſt Premiſſes or any of them, their or any of their Heirs, Executors, Adminiſtrators or Aſſigns, ſhall not be charged or chargeable with, or accountable for more Money, than they reſpectively ſhall actually receive by virtue of the Truſts aforeſaid, or with or for the Loſs of ſuch Monies, or any Part thereof, ſo as ſuch Loſs happen without their wilful Default, nor any of the ſame Truſtees, their Heirs, Executors, Adminiſtrators and Aſſigns, for the other or others of them, or for the Acts, Deeds, Receipts or Diſburſements of the other or others of them, but each of them, for his and their own Heirs, Executors and Adminiſtrators, Acts, Deeds, Receipts and Diſburſements only and no other. **Provided laſtly**, and it is hereby further declared and agreed by and between the ſaid Parties to theſe Preſents, that the preſent Lord Biſhop of *London*, and all and every his Succeſſors, Biſhops of *London*, ſhall and may, from Time to Time and at all Times hereafter, have free Paſſage over the ſaid Bridge, and through all Ways and Paſſages thereto belonging, and over all Ferries to be erected and ſet up by Authority of the ſaid recited Acts of Parliament, for him and themſelves, and for all Perſons to him or them belonging, or reſiding in the Epiſcopal Palace at *F.* and for all Horſes, Coaches, Cattle, Goods and Things whatſoever, to the ſaid Biſhops or any of them belonging, in Lieu of their Privilege of the Ferry of *F.* aforeſaid, according to the true Intent and Meaning of the Proviſo in the ſaid firſt recited Act of Parliament in that Behalf contained. **In Witneſs**, &c.

Truſtees, for what not accountable.

Who to have a free Paſſage.

Executed by 14 of the Commiſſioners, *E. V. J. A. D. O. D. P. G. H. J. E. R. M. A. C. T. B. J. L. J. B. W. H. W. W. J. R.*

Executed by all the 30 Proprietors, except *W. G. T. M. J. M.* and *H. P.*

Executed by all the Truſtees, except *T. W.*

IX. Of Cargoes of Ships.

*An Aſſignment of Part of a * Cargo on board a Ship.*

TO all, &c. *B.* of, *&c.* and *H.* of, *&c.* ſend Greeting. **Whereas** the ſaid *B.* and *H.* by Writing or Bill of Sale under their Hands and Seals, bearing Date, *&c.* have, for the Conſiderations therein mentioned, granted, *&c.* unto *S. &c.* one 16th Part of the Ship, Burden about, *&c.* whereof *J. C.* is Commander, then at Sea on a Voyage to *N. F. L.* as thereby, Relation, *&c.* **And whereas** there is a Cargo or Adventure of Lead on board the ſaid Ship, and the ſaid Ship hath taken in at *N. F. L.* —— Quintals of Fiſh on Account of the Part-Owners of the ſaid Ship, which Lead and Fiſh are to be ſold and diſpoſed of at *L.* for the Owners Account and Benefit, according to their Parts in the ſaid Ship: **And whereas** the ſaid *S.* hath before the ſealing hereof paid unto the ſaid *B.* and *H.* the Sum of —— *l.* for the one 16th Part of the Coſt of the Lead, the Receipt whereof the ſaid *B.* and *H.* do hereby acknowledge, and hath paid or is to pay the Sum of —— *l.* for one 16th Part of the Coſt of the ſaid Fiſh at *N. F. L.* according to the Bills drawn for the ſame: **Now know ye**, that the ſaid *B.* and *H.* for and in Conſideration of ſeveral Sums of —— *l.* and —— *l.* ſo paid and to be paid by the ſaid *S.* as aforeſaid, the ſaid *B.* and *H.* **Have** bargained, ſold, aſſigned and ſet over, and **Do** hereby bargain, *&c.* unto the ſaid *S.* the one full and equal 16th Part of the Cargo of Lead on board the ſaid Ship, and of and in the ſaid Quintals of Fiſh, and of and in all the Produce, Proceed, Effects, Gain and Advantage by and in reſpect thereof, or of either of them; and all their and either of their Right, Title, Claim and Demand of, in and to the ſame; **To have**, hold and receive the ſame unto the ſaid *S.* his, *&c.* to his

Recital of Bill of Sale by *B.* of a 16th Part of the Ship.

Cargo to be ſold.

Agreement for Purchaſe of Part of the Cargo.

Aſſignment.

* See *poſt.* an Aſſignment of a Part of a Ship and Cargo in Satisfaction of Debts.

and their own proper Use and Uses, and as his and their own proper Goods and Chattels for ever: **And** they the said *B.* and *H.* for themselves, their, *&c.* do jointly and severally covenant, *&c.* to and with the said *S.* his, *&c.* by, *&c.* as follows, *viz.* That he the said *S. P.* his, *&c.* shall and may at all Times hereafter have, take, receive and enjoy, to his and their own proper Use and Uses, one full and equal 16th Part of all the Produce, Effects, Proceed, Profit and Advantage, by and in respect of the said Cargo or Adventure of Lead, laden on board the said Ship, and likewise of the said —— Quintals of Fish taken in *N. F. L.* without any Let, *&c.* of or by the said *B.* and *H.* their, *&c.* or either of any of them; **And** free and clear of all former Bargains, Sales, Assignments, Debts, Charges and Incumbrances whatsoever by them or either of them committed, done or suffered: **And** that they the said *B.* and *H.* their, *&c.* will at all Times hereafter do, perform and execute such further Acts, Deeds and Things, for the better assigning the said Premisses hereby sold and assigned unto the said *S.* his, *&c.* and for enabling him and them to demand and receive the same to his and their own proper Use and Uses, as by him or them, or his or their Counsel, shall be reasonably advised and required. **In Witness**, &c.

Covenants for quiet Enjoyment.

Free, *&c.*

Further Assurance.

X. Of a Chamber in an Inn of Court.

THIS Indenture, made, *&c.* **Between** *A. B.* of, *&c.* of the one Part, and *C. D.* of —— Inn in the County of *Middlesex*, Esq; of the other Part. **Whereas** by a Pension Order made and dated at —— Inn in the said County of *Middlesex*, on the —— Day of, *&c.* the Benchers of the said Society of —— Inn, according to the Custom of the said Society, *Did* order, That the said *A. B.* should have a Lease of his Ground Chamber, N° —— at the —— End of —— Court, then in his Possession, for the Term of 21 Years, to commence at, *&c.* under the yearly Rent of, *&c.* as by the said Order may more at large appear: **And whereas** in Pursuance of the said Order a Lease of the said Chamber has been since made and granted to the said *A. B.* for the Term of 21 Years, *&c.* **Now this Indenture witnesseth**, that the said *A. B.* for and in Consideration of, *&c.* in Hand, *&c.* the Receipt, *&c.* **Hath** granted, bargained, sold and assigned, and by, *&c.* **Doth**, &c. unto the said *C. D.* his Executors, Administrators and Assigns, **All** that the said Chamber, being, *&c.* now in the Occupation of the said *C. D.* and the said Order of Pension and Lease, and all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever of him the said *A. B.* of, in and to the same, or any Part thereof; **And all** the Goods and Chattels of him the said *A. B.* now being fixed in the same Chamber; **To have and to hold** the said Chamber, with the Appurtenances, to the said *C. D.* his Executors, Administrators and Assigns, from henceforth for and during all the Rest and Residue of the said Term of 21 Years therein to come and unexpired; **And to have and to hold** the said Goods and Chattels therein fixed and being from henceforth for ever, to the only Use and Benefit of the said *C. D.* his Executors, Administrators and Assigns: **And** the said *A. B.* doth by these Presents for himself, *&c.* covenant, *&c.* to and with the said *C. D.* his, *&c.* that he the said *A. B.* hath good Right, Power and Authority to grant and assign the said Chamber, Goods and Premisses in Manner herein before expressed; **And** that the same are free and clear of and from all former Gifts, Grants, Assignments, Executions, Forfeitures, Incumbrances, Arrears of Rent and Hearth-Money, and other Duties, Pensions and Payments due and payable to the said Society of —— Inn, or to any of the Officers or Ministers thereof, or otherwise howsoever; **And also** that the said *C. D.* his, *&c.* shall, *&c.* at all Times, *&c.* during, *&c.* peaceably, *&c.* the said Chamber and Premisses above mentioned, and hereby granted and assigned, without any Let, *&c.* of or by the said *A. B.* his, *&c.* or any other Person or Persons whatsoever; **And** that he the said *A. B.* his, *&c.* shall and will within —— Years next, at the reasonable Request, and at the Charges of the said *C. D.* make and execute such further Acts and Assurances for the better assigning and assuring of the said Chamber and Premisses to the said *C. D.* as by him, *&c.* **In Witness**, &c.

Recital of a Pension Order.

Lease made.

Consideration.

Assignment.

Covenants.

Power to assign.

Free from Arrears of Rent, Hearth-Money, Pensions, *&c.*

Peaceable Enjoyment.

Further Assurances.

XI. Of Copy-Right in Books.

THIS Indenture, made the, *&c.* **Between** *J. L.* of, *&c.* Gent. of the one Part, and *C. W.* of, *&c.* Bookseller, of the other Part. **Whereas** the said *J. L.* hath written and compiled a Book, intitled, *&c.* **Now this Indenture witnesseth**, that the said *J. L.* for and in Consideration of the Sum of, *&c.* to him in Hand paid by the said *C. W.* the Receipt, *&c.* **Hath** bargained, sold and assigned, and by these Presents **Doth**, &c. unto the said *C. W.* **All** that the said Book, and all his Copy-Right, Title, Interest, Property, Claim

Claim and Demand whatſoever of, in and to the ſame; **To have and to hold** the ſaid Book, Copy-Right, and all the Profit, Benefit and Advantrge that ſhall or may ariſe by and from printing, reprinting and vending the ſame, unto the ſaid *C. W.* his Executors, Adminiſtrators and Aſſigns for ever. **Provided always nevertheleſs**, and theſe Preſents are upon this expreſs Condition, that the Number to be printed of the firſt and each and every other Edition or Impreſſion of the ſaid Book, ſhall not exceed —— and that the ſaid *C. W.* his, *&c.* ſhall and will pay unto the ſaid *J. L.* his Executors, Adminiſtrators and Aſſigns, the further Sum and Sums of —— for, at and upon the reprinting or making a ſecond and each and every other future and further Edition or Impreſſion that ſhall or may be of the ſaid Book, for and towards a further Reward and Satisfaction to the ſaid *J. L.* for his writing and compiling the ſame; the ſaid Payments to be made before the Publication of the ſaid ſeveral Impreſſions or Editions (after the firſt) and Sale of the ſame, or any Part thereof, by the ſaid *C. W.* his, *&c.* or any of them, or by any other Perſon or Perſons by, for or under them, or any of them. **And** the ſaid *C. W.* for himſelf, his, *&c.* **Doth** covenant, promiſe and agree, to and with the ſaid *J. L.* his Executors, Adminiſtrators and Aſſigns, that he the ſaid *C. W.* his, *&c.* ſhall and will pay or cauſe to be paid to the ſaid *J. L.* his Executors, Adminiſtrators and Aſſigns, the ſaid reſpective Sum and Sums of —— at and upon the Reprinting, and before the Publication and Sale of the ſaid ſecond and every other future and further Edition and Impreſſion that ſhall or may be made of the ſaid Book, according to the Proviſo aforeſaid, and the true Intent and Meaning of theſe Preſents. **In Witneſs**, &c.

XII. Of Debentures.

Aſſignment of a Debenture by way of Collateral Security for Money payable on a Mortgage.

THIS Indenture, made, *&c.* **Between** *G. B.* of, *&c.* of the one Part, and *H. S.* of, *&c.* of the other Part. **Whereas** the ſaid *H. S.* hath advanced and lent unto the ſaid *G. B.* the Sum of 400*l.* of, *&c.* for the Repayment whereof with Intereſt, as herein after is mentioned, or Meſſuage a Tenement, and ſeveral Lands and Hereditaments in the ſeveral Pariſhes of, *&c.* in the County of *E.* are conveyed as a Security: **And whereas** the ſaid *G. B.* hath a Debenture marked N° 94. and ſigned by the Earl of *R.* for the Sum of 108*l.* 7*s.* 9*d.* due unto him the ſaid *G. B.* for his Service as Lieutenant in the Regiment of Dragoons, late under the Command of Colonel *E. L.* **Now this Indenture witneſſeth**, that for the better ſecuring the Payment of the ſaid Sum of 400*l.* and Intereſt unto the ſaid *H. S.* his Executors, Adminiſtrators and Aſſigns, as herein after is mentioned, the ſaid *G. B.* hath bargained, ſold, aſſigned and ſet over, and by theſe Preſents doth bargain, ſell, aſſign and ſet over unto the ſaid *H. S.* his Executors, Adminiſtrators and Aſſigns, the ſaid recited Debenture, and the ſaid Sum of 108*l.* 7*s.* 9*d.* and all the Benefit and Advantage whatſoever to be made of the ſaid Debenture by Sale or otherwiſe. **Provided always**, and the ſaid *H. S.* doth hereby agree with the ſaid *G. B.* his Executors and Adminiſtrators, by theſe Preſents, that if the ſaid *G. B.* his Heirs, Executors or Adminiſtrators, do and ſhall well and truly pay or cauſe to be paid unto the ſaid *H. S.* his Executors, Adminiſtrators or Aſſigns, the full Sum of 424*l.* of, *&c.* according to a Proviſo and Covenant on the Behalf of the ſaid *G. B.* his Heirs, Executors and Adminiſtrators, to be performed, mentioned and contained in an Indenture *Tripartite*, bearing even Date with theſe Preſents, and made between the ſaid *G. B.* and *A.* his Wife, of the firſt Part, *R.* of the *Inner Temple*, *London*, Gent. of the ſecond Part, and the ſaid *H. S.* and *J. H.* of *London*, Merchant, of the third Part, then the Aſſignment hereby made ſhall ceaſe and be void to all Intents and Purpoſes; and then alſo the ſaid *H. S.* his Executors, Adminiſtrators or Aſſigns, ſhall and will deliver or cauſe to be delivered the ſaid Debenture ſafe and uncancelled unto the ſaid *G. B.* his Executors, Adminiſtrators and Aſſigns, all inevitable Accidents excepted. **Provided alſo nevertheleſs**, and the ſaid *G. B.* doth hereby declare and agree to and with the ſaid *H. S.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, that it ſhall and may be lawful to and for the ſaid *H. S.* his Executors, Adminiſtrators and Aſſigns, at any Time after the Date of theſe Preſents, to deliver up the ſaid Debenture to any Perſon or Perſons who ſhall pay unto him or them the ſaid Sum of 118*l.* 7*s.* 9*d.* thereupon due, or to ſell and diſpoſe of the ſaid Debenture, and all Monies thereupon due, after ten Days Notice of ſuch his or their Intent to ſell and diſpoſe thereof, given or left unto or for the ſaid *G. B.* his Executors or Adminiſtrators, at the now Dwelling-houſe or Place of Abode of the ſaid *G. B.* in *C.* aforeſaid, at the current Rate or Price the like Debenture ſhall then be ſold. **And laſtly**, the ſaid *H. S.* doth hereby declare and agree to and with the ſaid *G. B.* his Executors and Adminiſtrators, that all Monies which

ſhall

ſhall be received by the ſaid *H. S.* his Executors, Adminiſtrators or Aſſigns, upon ſuch delivering up, Sale or Diſpoſition as aforeſaid of the ſaid Debenture, ſhall be received and taken ſo far as the ſame Monies will extend towards the Payment and Diſcharge of ſuch Intereſt and Principal Monies as ſhall at the Time of ſuch Receipt be due upon the ſaid recited Mortgage from the ſaid *G. B.* his Executors, Adminiſtrators or Aſſigns, to the ſaid *H. S.* his Executors, Adminiſtrators or Aſſigns. **In Witneſs**, &c.

From a Maſter of a Ship to a Part-Owner, of his Proportion of a Debenture made out for the Ship's Hire in the Tranſport Service.

To all, &c. *A. L. &c.* Maſter of the Ship *Y.* Burden, *&c.* formerly hired into his Majeſty's Tranſport Service to carry Forces to —— ſends, Greeting. **Whereas** there is due and owing for the ſaid Ship's Service to the Owners the Sum of —— *l.* for which ſeveral Debentures are made out and ſigned by the Commiſſioners of his Majeſty's Tranſport Service unto and in the Name of the ſaid *A. L.* but for the Uſe of the Part-Owners of the ſaid Ship: **And whereas** *R. R.* of, *&c.* being Owner of —— Parts of the ſaid Ship, there is due and belonging to him the Sum of, *&c.* of the aforeſaid —— *l.* according to and for his Part in the ſaid Ship as aforeſaid; **Now therefore** the ſaid *A. L.* in Conſideration of the ſaid Sum of —— ſo due and belonging to the ſaid *R. R.* and to the Intent he may have and receive the ſame, and in Conſideration of 5*l. &c.* **He**, &c. (*aſſigns this Debenture as uſual*). **In Witneſs**, &c.

XIII. Of various Kinds of Things, by Debtors, Commiſſioners and Aſſignees of Bankrupts, &c. to Creditors, in Satisfaction of Debts, and on compromiſing Differences between Debtors and Creditors.

Of three Debentures in Truſt for a Creditor.

This Indenture Tripartite, made the, *&c.* **Between** *J. S.* of, *&c.* Cook, of the firſt Part, and *R. W.* of *Staple's Inn, London*, Gent. of the ſecond Part, and —— (*the Creditors*) of the third Part. **Whereas** by virtue of the three ſeveral Debentures herein after mentioned, there is now due and owing from the preſent Government as a Debt of her late Majeſty Queen *Anne* to the ſaid *J. S.* for his Service and Expences as Cook, or otherwiſe, in the Kitchen of her ſaid late Majeſty, the ſeveral and reſpective Sums after mentioned, amounting in the whole to the Sum of 27*l.* 12*s.* 1*d.* ½, and which are particularly mentioned in the three Debentures following, *viz.* one Debenture dated 12 & 13 *Annæ* 1713, for 11*l.* 16*s.* 8*d.* for his Service and Expences in the Months of *January* and *March* in that Year; one other Debenture dated 13 *Annæ* 1714, for 11*l.* 16*s.* 8*d.* for his Service and Expences in the Months of *April, &c.* and *June* in the ſame Year, and the other of the ſaid Debentures dated 13 *Annæ* 1714, for 3*l.* 18*s.* 9*d.* ½, for his Service and Expences in the Month of *July* in the ſame Year, as by the ſaid three ſeveral Debentures ſigned by *K. L.* and duly inrolled or entered in the proper Office for that Purpoſe, (Relation being to them reſpective had), more fully may appear: **And whereas** there is now juſtly due and owing from the ſaid *J. S.* to —— the Sum of —— **Now this Indenture witneſſeth**, that to the Intent the ſaid Debt or Sum of ——*l.* ſo now due from the ſaid *J. S.* to the ſaid —— as aforeſaid, by and out of the ſaid Sum of 27*l.* 12*s.* 1*d.* ½, ſo due to the ſaid *J. S.* as aforeſaid, may be forthwith paid and diſcharged, and for better ſecuring Payment thereof in caſe of not preſent Payment of the ſame, and for and in Conſideration of the Sum of 5*s.* of lawful Money to the ſaid *J. S.* in Hand paid by the ſaid *R. W.* at or before the executing hereof, the Receipt whereof is hereby acknowledged, **He** the ſaid *J. S.* **Hath**, and by theſe Preſents (at and by the Nomination and Appointment of the ſaid —— teſtified by his being a Witneſs hereto) doth abſolutely bargain, ſell, aſſign, transfer and ſet over unto the ſaid *R. W.* **All** theſe the ſaid three ſeveral herein before recited Debentures, and all and every the ſaid three ſeveral Sums of Money therein mentioned and thereby ſecured, amounting to the ſaid Sum of 27*l.* 12*s.* 1*d.* ½, and all the Right, Property, Benefit, Advantage, Claim and Demand whatſoever of him the ſaid *J. S.* of, in and to the hereby aſſigned Monies and Premiſſes, and every Part thereof; **To have**, hold, take, receive and enjoy, all and ſingular the ſaid hereby aſſigned Monies and Premiſſes unto the ſaid *R. W.* and his Aſſigns, from henceforth for ever; **Nevertheleſs upon the ſeveral Truſts following**, viz. in Truſt that he the ſaid *R. W.* and his Aſſigns, from and after Receipt thereof, or of any Part thereof, (after all Charges and Expences touching Receipt or Recovery thereof in the firſt Place deducted thereout, and

Conſideration.

Aſſignment.

which he and they are hereby impowered ſo to do), ſhall and will pay and apply the ſame to the ſaid —— his Executors, Adminiſtrators and Aſſigns, towards Payment and Diſcharge of the ſaid Debt or Sum of —— ſo now due to him as aforeſaid; and from and after full Payment and Satisfaction thereof, and of all Coſts and Charges touching the Recovery and Receipt of the hereby aſſigned Monies and Premiſſes, then in Truſt as to the Reſidue thereof (if any), in Truſt to pay the ſame to the ſaid *J. S.* his Executors, Adminiſtrators and Aſſigns, and to and upon no other Uſe, Truſt, Intent or Purpoſe whatſoever; **And** for the better and more effectual enabling the ſaid *R. W.* and his Aſſigns, to recover and receive all and ſingular the hereby aſſigned Monies and Premiſſes, **He** the ſaid *J. S.* **Hath**, and by theſe Preſents doth conſtitute and appoint the ſaid *R. W.* and his Aſſigns, the true and lawful Attorney and Attornies irrevocable of him the ſaid *J. S.* to aſk, demand and receive, out of and from the Treaſury of his preſent Majeſty, and of and from all and every Perſon and Perſons whomſoever, that now are, or ſhall or may be liable to pay the ſame, all and ſingular the hereby aſſigned Monies and Premiſſes, and upon Receipt thereof, or of any Part thereof, proper and ſufficient Diſcharges, either in the Name of the ſaid *J. S.* or in his or their own Names to give for the ſame; and finally to do all and every ſuch other and further lawful Acts and Things, as well for the Recovery and Receipt, as alſo for the Diſcharging of the hereby aſſigned Monies and Premiſſes, or any Part thereof, in ſuch Manner as he or they ſhall think fit; (*Nevertheleſs upon the Truſts aforeſaid,*) and that as fully and effectually to all Intents and Purpoſes whatſoever, as if he the ſaid *J. S.* had been actually preſent and done the ſame in his own proper Perſon; and he the ſaid *J. S.* doth hereby give and grant unto the ſaid *R. W.* and his Aſſigns, all his full and abſolute Power in the hereby aſſigned Premiſſes, and doth hereby ratify and confirm all and whatſoever he the ſaid *R. W.* and his Aſſigns ſhall lawfully do, touching the Recovering, Receiving and Diſcharging the ſame; **Nevertheleſs** upon the Truſt aforeſaid. **And** the ſaid *J. S.* for himſelf, his Executors and Adminiſtrators, doth hereby covenant, to and with the ſaid *R. W.* his Executors and Aſſigns, that there is now due upon the ſaid Debentures, the before mentioned Sum of 27*l.* 12*s.* 1*d.* ½ and that he the ſaid *J. S.* hath not, nor that he, his Executors or Adminiſtrators, ſhall not at any Time hereafter receive or diſcharge the ſame, or any Part thereof, without the Conſent of him the ſaid *R. W.* or his Aſſigns, firſt had in Writing for that Purpoſe. (*Covenant from* R. W. *to pay the Money when received.* **In Witneſs,** &c.

An Aſſignment by two Debtors of Debts in Truſt for their Creditors, with a Releaſe from the Subſcribing Creditors to the Aſſignors; and a Declaration that if the Money due on Bonds and Notes aſſigned to ſome of the Creditors be got in, it ſhall be ſo far in Diſcharge of the Money due to them reſpectively, &c.

THIS Indenture made, *&c.* **Between** *M. T.* of —— and *J. M.* of —— of the one Part, and *T. J.* of —— and *N. F.* of —— (as well on the Part and Behalf of themſelves, as of ſuch other of the Creditors of the ſaid *M. T.* and *J. M.* who ſhall duly ſign, ſeal and execute theſe Preſents, of the other Part.) **Whereas** the ſaid *M. T.* and *J. M.* now are and ſtand juſtly and truly indebted to the ſaid *T. J. N. F.* and ſuch other their Creditors executing theſe Preſents, in the reſpective Sums of Money againſt their reſpective Names ſet down, which from ſundry Misfortunes they are incapable of diſcharging, otherwiſe than as herein after mentioned: **And whereas** the ſaid *M. T.* and *J. M.* in order to diſcharge the ſaid Debts, and give the utmoſt Satisfaction to their ſaid Creditors, which in them lies, have propoſed and offered to aſſign and make over unto the ſaid *T. J.* and *N. F.* for the Benefit of themſelves and the reſt of the ſaid Creditors, in ſuch Manner as herein after is mentioned, all and every the Debt and Debts, Sum and Sums of Money in the Schedule hereunder written mentioned, due and owing unto them the ſaid *M. T.* and *J. M.* by and from the ſeveral and reſpective Perſons in ſuch Schedule ſo named, and all and every other Debt and Debts, Sum and Sums of Money, on the Day of the Date of theſe Preſents any ways due and owing or belonging unto them, or either of them, or their or either of their own Right, or jointly with any other Perſon or Perſons, either by and from the ſaid ſeveral Perſons in the Schedule reſpectively named, or by or from any other Perſon or Perſons whomſoever: **And whereas** the ſaid *T. J.* and *N. F.* as well on the Behalf of themſelves, (by the Conſent and Direction of the ſaid other Creditors, teſtified by their reſpective Signing, Sealing and Executing of theſe Preſents), as of the ſaid other Creditors, have conſented and agreed to accept the ſaid Propoſals and Offers: **Now this Indenture witneſſeth,** that (by the Conſent of each of their ſaid Creditors, teſtified as aforeſaid) in Performance of the ſaid Agreement, as alſo in Conſideration of the ſaid ſeveral Sums of Money ſo due and owing to them the ſaid *T. J.* and *N. F.* and other the ſaid Creditors of the ſaid *M. T.* and *J. M.* as of the Sum of 5*s.* a-piece

Recitals. Indebted to ſeveral Perſons Subſcribers. Propoſal to aſſign Debts in Satisfaction, &c. Creditors accept of the Propoſal. Conſideration.

to them the said *M. T.* and *J. M.* in Hand well and truly paid by the said *T. J.* and *N. F.* the Receipt whereof is hereby acknowledged, and other Considerations them hereunto moving,

Assignment. they the said *M. T.* and *J. M.* **Have**, and each of them **Hath** bargained, sold, assigned, transferred and set over, and by these Presents **Do**, and each of them **Doth**, as much as in them or either of them lieth, and they lawfully may, bargain, sell, assign, transfer and set over unto the said *T. J.* and *N. F.* and the Survivor of them, and to the Executors, Administrators and Assigns of such Survivor, as well all and every the Debt and Debts, Sum and Sums of Money whatsoever in the said Schedule mentioned, due and owing unto the said *M. T.* and *J. M.* or either of them, by and from the several and respective Persons therein also named, as also all and every other Debt and Debts, Sum and Sums of Money whatsoever, at the Time of the Execution of these Presents, in any Manner howsoever due, owing or belonging unto the said *M. T.* and *J. M.* or either of them, or their or either of their Estate or Estates, either in their or either of their own Right, or jointly with any other Person or Persons, by and from the said several Persons in the said Schedule respectively named, or by and from any other Person or Persons whomsoever; **And also all** their, and either of their Right, Title, Interest, Claim and Demand whatsoever, of, in, and to the said Premisses, in any wise how-

Habendum. soever; **To have and to hold**, ask, demand, sue for, recover, receive, perceive and take unto the said *T. J.* and *N. F.* and the Survivor of them, and to the Executors, Administrators or Assigns of such Survivor, for as well all and every the Debt and Debts, Sum and Sums of Money whatsoever in the said Schedule mentioned, due and owing unto the said *M. T.* and *J. M.* or either of them, by and from the several and respective Persons therein also named, and also all and every other Debt and Debts, Sum and Sums of Money whatsoever, at the Time of the Execution of these Presents, in any Manner howsoever, due and owing or belonging unto them the said *M. T.* and *J. M.* or either of them, or their or either of their Estate or Estates, either in their or either of their own Right, or jointly with any other Person or Persons, by and from the said several Persons in the said Schedule respectively named, or

Upon Trust, 1. To be applied to indemnify the Trustees, &c. from Costs, &c. by and from any other Person or Persons whomsoever; **In Trust nevertheless** to and for the Uses, Intents and Purposes herein after mentioned and declared, (that is to say); **In Trust** in the first Place, to apply and dispose of all and singular the assigned or hereby intended to be assigned Premisses, and of any Part and Parcel thereof, or of any Profit or Interest or Produce thereby or therefrom to be made, had or gotten, well and sufficiently to save, keep harmless and indemnified them the said *T. J.* and *N. F.* and the Survivor of them, and the Executors, Administrators and Assigns of such Survivor, and every of them, their and every of their Lands, Tenements, Goods and Chattels, and their and every and each of their Agents, Officers and Servants, who at any Time hereafter by them, any or either of them, shall or may be employed in, about, touching or concerning the said Trust, of and from all Costs and Charges, Demands, Damages and Expences whatsoever, which they, any or either of them, shall or may bear, pay, sustain, be at or put unto, for, by Reason or Means of these Presents, or their or either of their lawful intermeddling in or about the assigned Premisses, or

2. For all the Creditors. in or about the Execution of the said Trust; **And then in Trust** to and for the mutual, equal, or ratable Use and Behoof of the said *T. J.* and *N. F.* and such other of the Creditors of the said *M. T.* and *J. M.* as shall duly sign, seal and execute these Presents, at any Time before Distribution be made of any of the said assigned Premisses, and to and for no other

The the Assignors have not discharged the said Debts, nor will discharge the same, nor release the Money without the Trustees Consent, and that the said Debts are owing. Use, Intent or Purpose whatsoever; **And** the said *M. T.* and *J. M.* do hereby for themselves, their Executors and Administrators, jointly and separately covenant, promise and grant, to and with the said *T. J.* and *N. F.* and the Survivor of them, and the Executors, Administrators and Assigns of such Survivor by these Presents, that they the said *M. T.* and *J. M.* have not, nor either of them hath, released or discharged the said Debts or assigned Premisses, or any Part thereof, neither will they or either of them, their or either of their Executors or Administrators, release or discharge the same, or receive any of the Money due thereupon or thereby, without the Consent and by the particular Direction and Appointment in Writing of the said *T. J.* and *N. F.* or the Survivor of them, or the Executors, Administrators or Assigns of such Survivor, and that the said Debts are now justly due and owing unto them, or the one or the other of them; **And**, &c. (*Covenant that the Trustees may peaceably receive the said Debts*, Vide Tit. **Covenants.**)

Letter of Attorney. **And** the said *M. T.* and *J. M.* do and each of them doth hereby authorize and impower the said *T. J.* and *N. F.* (*Trustees*) and the Survivor of them, and the Executors, Administrators or Assigns of such Survivor, in their or either of their Names, but for the Uses and Purposes before mentioned, to ask, demand, sue for, recover and receive of the said several Debtors in the said Schedule named, or other their Debtors, their Heirs, Executors, Administrators and Assigns, the several Debts and assigned Premisses above mentioned, and to have, use and take all lawful Ways and Means whatsoever, in their or either of their Names, or otherwise, for Recovery of the said Debts or assigned Premisses, and to compound and agree for the same, or any Part thereof; and Acquittances or other sufficient Discharges

for

for the same, or any Part thereof, for them or either of them, and in their or either of their Names, to make, seal and deliver, and to do all and every other Act and Acts touching the Premisses, as fully in every Respect, as if they or either of them were personally present; and Attornies, one or more under them, any or either of them for the Purposes aforesaid, to make, and at their or either of their Pleasure to revoke. **And** the said *T. J.* and *N. F.* do hereby severally, and for their several Executors, Administrators and Assigns, and not the one for the other, or the Executors, Administrators or Assigns of the other, covenant, promise and agree, to and with the said other Creditors duly executing these Presents, their Executors, Administrators, and every of them by these Presents, that they the said *T. J.* and *N. F.* and the Survivor of them, and the Executors, Administrators or Assigns of such Survivor, shall and will from Time to Time, and at all Times hereafter, use their and each of their best Means and Endeavours by Suit at Law, or otherwise, to recover, receive, and get in, all and every the Debt and Debts, Sum and Sums of Money, or other the Premisses hereby assigned or intended so to be; and shall and will from Time to Time, and at all Times hereafter, upon Notice or Request to them made or given by the said other Creditors, or the major Part of them, account to and with them at all such Times and Places, as they or the major Part of them shall from Time to Time direct and appoint, for what and how much Money or other Satisfaction, they or either of them shall have raised or received by virtue of these Presents, or otherwise, by or out of the said assigned Premisses, or what Money or other Satisfaction, they or either of them shall have so raised and received as aforesaid, shall and will pay or cause the same to be paid to the said other Creditors equally with them the said *T. J.* and *N. F.* according to the true Intent and Meaning of these Presents: **And** the said *T. J.* and *N. F.* with the Consent of the said other Creditors, testified as aforesaid, do, and each of them doth covenant, promise and agree, to and with the said *M. T.* and *J. M.* by these Presents, that they the said *T. J.* and *N. F.* after paying and discharging the said Debts, and the Expences and Charges attending the Execution of the said Trust as aforesaid, shall and will pay or cause to be paid unto the said *M. T.* and *J. M.* their Executors or Administrators, or to any other Persons whomsoever they shall appoint, what shall appear (on a fair Account stated) to be remaining in their Hands, over and above all such Monies as shall be got in, by virtue of these Presents; and also resign to them the said *M. T.* and *J. M.* such Debts or Securities for Money hereby assigned to them, as shall be then unreceived or unaltered, if any be. **And further** the said Creditors hereto subscribing do hereby, in Consideration of the Premisses, for themselves severally and respectively, and for their several and respective Executors and Administrators, remise, release, and for ever quit-claim unto the said *M. T.* and *J. M.* and each of them, their and each of their Heirs, Executors and Administrators, **All** and all Manner of Action and Actions, Cause and Causes of Action, Suits, Bills, Bonds, Writings obligatory, Debts, Dues, Duties, Accounts, Sum and Sums of Money, Judgments, Executions, Extents, Quarrels, Controversies, Trespasses, Damages and Demands whatsoever, both in Law and Equity, or otherwise howsoever, which against the said *M. T.* and *J. M.* or either of them, they or either of them ever had, for or by Reason or Means of any Matter, Cause or Thing whatsoever, from the Beginning of the Word, unto the —— Day of ——. **And whereas** *A. B.* of, *&c.* stood bound unto the said *M. T.* by his Bond, in the Principal Sum of——, and *A. H.* by his Note of Hand, stood indebted to the said *J. M.* in the Sum of——, which Bond has been duly assigned, and the said Note duly indorsed, or otherwise sufficiently made over to the said *N. F.* in Part of Payment of his Debt: **And whereas** *G. E.* stood bound to the said *J. M.* by his Bond in the Principal Sum of ——, which has been duly assigned or made over to *W. W.* one other of the said Creditors, in Part of Payment of his Debt; **It is hereby** mutually consented to, agreed, submitted and declared, to be the true Intent and Meaning of each and every of the Parties signing these Presents, that in case the Monies due on the said Securities, or either of them, shall happen to be recovered or got in by the said Parties, or either of them, so as aforesaid thereto intitled, that then and in such Case such Monies so to be gotten in by them, or either of them, shall and may be applied by them, or either of them, for and towards discharging such Debts as are due to them respectively only, and that in such Case they and each of them are to be intitled to the Benefit of these Presents, for and in respect only of so much of their respective Debts as shall then remain and be undischarged; but in case that the said Monies due on the said Bonds and Notes, or any or either of them shall happen not to be recovered or got in, then and in such Case they the said *N. F.* and *W. W.* are to be intitled to the full Benefit of these Presents equally with the said other Creditors. **In Witness**, &c.

That the Assignees shall use their best Endeavours to get in the Debts and account with the Creditors.

That the Assignees (after paying the Assignors Debts, *&c.*) shall pay the Remainder of the Money got in, and resign such of the Debts assigned as are unreceived (if any) to the Assignors. Release.

Recitals of Bonds and Notes assigned to some of the Creditors.

Declaration that if the Monies due thereon be got in, they shall be so far in Discharge of the Debts due to them.

An

An Assignment by a Debtor of his Houshold Goods and Debts, &c. to three of his chief Creditors, to pay to them and the other Creditors their respective Debts on Proof thereof, with the Creditors Covenant not to arrest the Assignor, but shall pay him the Surplus (if any) after his Debts, &c. paid.

THIS Indenture Tripartite, &c. **Between** *J. M.* of, *&c.* of the first Part, the several Persons whose Names are mentioned in the Schedule hereunto annexed, (Creditors of the said *J. M.* who shall have hereunto subscribed their Names and put their Seals, and make such Proof of their Debts, if required, as herein after mentioned within the Time herein after limited for that Purpose) of the second Part, and *T. W.* of, *&c. J. A. K.* of, *&c.* and *J. H.* of, *&c.* (three of the principal Creditors) of the third Part. **Whereas** the said *J. M.* on the Day of the Date hereof is justly and truly indebted unto the said Creditors respectively, in the several Sums of Money in the said Schedule mentioned, which, by reason of divers Losses and other Misfortunes, he is at present unable to make full Payment and Satisfaction, but by and with the Consent, Approbation, Appointment and Agreement of his said Creditors, testified by their Signing and Sealing of these Presents, hath consented and agreed to transfer and assign all and singular the Debts, Sum and Sums of Money, Houshold Goods and other Goods, Chattels, Wares and Merchandises particularly mentioned and expressed in the Schedule hereunto annexed, and all other Debts, Sum and Sums of Money, Houshold Goods and other Goods, Chattels, Wares and Merchandizes, which he the said *J. M.* at the Time of the Sealing and Delivery hereof, is possessed of, interested in, and intitled unto; **In Trust** only for all such of the said Creditors who shall sign and seal these Presents, and make due Proof of their several and respective Debts within two Months now next ensuing the Day of the Date of these Presents, if required by the said *T. W. J. A. K.* and *J. H.* (being the three Principal Creditors of the said *J. M.*) towards Payment and Satisfaction of the several and respective Debts, as far as the same will amount and extend unto in equal Shares and Proportions, according to their several and respective Debts: **Now this Indenture witnesseth,** that the said *J. M.* for and towards Payment and Satisfaction of the several and respective Debts of all such of his Creditors, and in Consideration of 5*s.* a-piece of, *&c.* to him the said *J. M.* by the said *T. W. J. A. K.* and *J. H.* at, *&c.* the Receipt, *&c.* **Hath** granted, bargained, sold, assigned, transferred and set over, and by these Presents, **Doth** fully and absolutely grant, *&c.* unto the said *T. W. J. A. K.* and *J. H.* **All** and singular the Debts, Sum and Sums of Money, Houshold Goods and other Goods, Chattels, Wares and Merchandizes, and other Things in the said Schedule hereunto annexed particulary mentioned and expressed, and all other the Debts, Sum and Sums of Money, Houshold Goods and other Goods, Chattels, Wares and Merchandizes of him the said *J. M.* now remaining and being in or about the Dwelling-House and Shop of the said *J. M.* situate, *&c.* or in any other Place or Places whatsoever, or in any Person or Persons Hands whomsoever, with their and every of their Appurtenances, and also all the Estate, Right, Title, Interest, Claim and Demand whatsoever of him the said *J. M.* of, in, to or out of the same, or any Part or Parcel thereof; **To have and to hold** all and singular the said Debts, Houshold Goods and other Goods, Chattels, Wares and Merchandizes and Premisses herein before mentioned to be contained in a Schedule hereunto annexed, and all other the Debts, Sum and Sums of Money, Houshold Goods and other Goods, Chattels, Wares and Merchandizes of him the said *J. M.* and intended to be hereby granted, bargained, sold, assigned, transferred and set over with their and every of their Appurtenances to the said *T. W. J. A. K.* and *J. H.* their Executors, Administrators and Assigns, from henceforth for ever; **Upon Trust nevertheless,** and to the Intent and Purpose, that the said *T. W. J. A. K.* and *J. H.* their Executors, Administrators and Assigns, shall and will with all convenient Speed, sell and dispose of all and singular the Houshold Goods and other Goods, Wares and Merchandizes, and other Things in the said Schedule hereunto annexed mentioned, and all other Houshold Goods and other Goods, Wares and Merchandizes of him the said *J. M.* for the best Rates and Prices that can be reasonably got or obtained for the same; **And also upon Trust,** that the said *T. W. J. A. K.* and *J. H.* their Executors, Administrators and Assigns, do and shall with the like convenient Speed use their and every of their best Endeavours, by all lawful Ways and Means, to obtain, recover and receive into their Hands and Possession, all and singular the said Debts, Sum and Sums of Money so due and owing unto the said *J. M.* by and from the several Persons in the said Schedule mentioned, and that after Deduction of all such reasonable Costs, Charges and Expences, as they the said *T. W. J. A. K.* and *J. H.* their Executors, Administrators or Assigns, or any of them, shall really pay and expend relating to the Execution of this Trust; **Then upon Trust,** that all the Remainder (after such Deduction as aforesaid) of the clear Money arising by the Sale and

Losses; unable to pay Debts, but willing to assign Goods, Debts, *&c.*

in Trust for Creditors.

Consideration.

Assignment of Debts, Goods, *&c.* in a Schedule, *&c.*

Habendum.

Upon Trust to be sold.

The Trustee Creditors to endeavour to get in the Assignor's Debts.

The Money after Deducti-

Disposition of the said Household Goods and other Goods, Chattels, Wares and Merchandizes, and also in collecting in, recovering and receiving all such Debt, Sum and Sums of Money so due and owing to the said *J. M.* and which shall be recovered and received by the said *T. W. J. A. K.* and *J. H.* their Executors, Administrators or Assigns, by virtue of these Presents, shall be paid, distributed and divided unto and amongst all the said Creditors of the said *J. M.* who shall have signed and sealed these Presents, and made such Proof of their respective Debts upon Oath, within the Time herein before limited for that Purpose, if required, as aforesaid, before a Master in Chancery, or before a Judge or some other Magistrate impowered or authorized to administer Oaths, and to and for no other Use, Intent and Purpose whatsoever. **And** for the better and more easy getting in, recovering and receiving of all and every the said Debts, Sum and Sums of Money in the said Schedule mentioned to be due and owing to the said *J. M.* **De** the said *J. M.* hath made, *&c.* and by, *&c.* **Doth**, *&c.* the said *T. W. J. A. K.* and *J. H.* their Executors, Administrators or Assigns, his true and lawful Attornies irrevocable in the Name of the said *J. M.* or in their own Names, or otherwise, but to and for the only proper Use and Benefit of themselves, and all such of the Creditors of the said *J. M.* as aforesaid, to ask, demand, sue for, recover and receive, of and from all and every the Person and Persons who stand indebted unto the said *J. M.* and who are particularly mentioned in the said Schedule hereunto annexed, all such Sum and Sums of Money, as now are or shall or may become due or payable to the said *J. M.* and upon Receipt thereof, or any Part thereof, Acquittances, *&c.* and on Non-payment, *&c.* or to agree and compound for the same, as shall seem requisite to the said *T. W. J. A. K.* and *J. H.* their Executors and Administrators, and also for that Purpose, one or more Attorney or Attornies under them to constitute and appoint, hereby granting unto them the said *T. W. J. A. K.* and *J. H.* their Executors and Administrators, full Power and Authority to act and do in the Premisses as fully to all Intents and Purposes, as he the said *J. M.* might or could do or have done, if these Presents had not been made; **And** the said *J. M.* for himself, *&c.* doth covenant, *&c.* to and with the said *T. W. &c.* their, *&c.* by, *&c.* in Manner, *&c.* that all and every the Debt and Debts, Sum and Sums of Money in the said Schedule hereunto annexed, to be due and owing to the said *J. M.* by and from the several Persons therein mentioned, now are and stand in full Force and Virtue; **And** that neither the said *J. M.* nor any other Person or Persons, for his Use, or by his Order hath at any Time or Times heretofore made, done, committed or suffered any Act, Matter or Thing, nor shall or will at any Time or Times hereafter make, do, commit or suffer, or cause or procure to be made, done, committed or suffered, any Act, Matter or Thing, whereby to release or discharge the said Debts, Sum and Sums of Money, or any or either of them, so due and owing unto him the said *J. M.* as aforesaid, or any Part thereof, nor shall or will revoke the Power or Authority hereby given, or obstruct or hinder the said *T. W. J. A. K.* and *J. H.* their Executors, Administrators and Assigns, or any or either of them, in recovering, receiving and getting in the same, **But** shall and will permit and suffer the said *T. W. J. A. K.* and *J. H.* their Executors, Administrators and Assigns, and every of them, peaceably and quietly to recover and receive all and singular the said Debt, Sum and Sums of Money, to and for such Use and Benefit as aforesaid, hereby ratifying, allowing and confirming all and whatsoever the said *T. W. J. A. K.* and *J. H.* their Executors, Administrators and Assigns, shall do or cause to be done in or about the Premisses by virtue of these Presents: **And further** that the said *J. M.* at the Request, Costs and Charges of such of the Creditors as aforesaid, shall and will from Time, *&c.* make, *&c.* such further and other Acts, Matters and Things, for the further and better assigning and assuring of all and singular the Premisses herein before mentioned or intended to be hereby assigned, to and for the Uses, Intents and Purposes herein before expressed, as by, *&c.* **And** the said *J. M.* his Executors and Administrators, shall and will from Time to Time, and at all Times hereafter, as often as there shall be Occasion, upon Request and Notice to him and them given by the said *T. W. J. A. K.* and *J. H.* their Executors, *&c.* assist them, any or either of them in the making up of the Accounts, and in settling any Dispute that shall at any Time hereafter arise or happen touching or concerning any of the Debts or Sums of Money whatsoever in the said Schedule hereunto annexed mentioned to be due and owing to the said *J. M.* and also in the proving and getting in the said Debts according to the best of his Power and Ability. **And** the said *J. M.* for himself, his Executors and Administrators, and for every of them, doth covenant, promise and agree, to and with the said *T. W. J. A. K.* and *J. H.* their Executors, *&c.* by these Presents, that in case all and every the Debt and Debts, Sum and Sums of Money now due and owing unto him the said *J. M.* are not mentioned in the said Schedule hereunto annexed, that then the said *J. M.* his Executors and Administrators, upon the Request and at the Costs and Charges of his said Creditors, shall and will from Time to Time, and at all Times hereafter, transfer and assign all and every such Debt and Debts, Sum and Sums of Money as shall happen to be omitted and not mentioned in the said Schedule, unto them the said *T. W.* and *J. A. K.* and *J. H.* their

ons), to be distributed amongst the Creditors who prove their Debts on Oath.

Letter of Attorney.

Covenant that the Debts now assigned are due, and that the Assignee has not, nor will do any Act to release the same, *&c.*

But shall permit the Assignees peaceably to receive said Debts.

Further Assurance.

The Assignor to assist in settling Accounts, *&c.*

And in case all his Debts are not in the Schedule, he will assign such as are not.

Executors, &c. to and for ſuch Uſes, Intents and Purpoſes, as are herein before expreſſed, and to and for no other Uſe, Intent or Purpoſe whatſoever; **And** they the ſaid *T.W. J.A.K.* and *J.H.* for themſelves ſeverally and reſpectively, and not one of them for the other of them, and for their ſeveral and reſpective Heirs, Executors and Adminiſtrators, do covenant, promiſe and agree, to and with all and every other of the Creditors of the ſaid *J.M.* who ſhall execute theſe Preſents, and make due Proof of their ſaid reſpective Debts as aforeſaid, that they the ſaid *T.W. J.A.K. J.H.* their Executors, &c. ſhall and will from Time to Time, and at all Times hereafter, as often as they ſhall be thereunto required by the other of the ſaid Creditors of the ſaid *J.M.* as aforeſaid, make, render and give unto him or them demanding the ſame, a juſt and true Account of all ſuch Sum and Sums of Money, as ſhall be by them or either of them ſo received and gotten in, for or upon the Account of the Sale and Diſpoſition of all and ſingular the ſaid Houſhold Goods and other Goods, Wares and Merchandizes, Debts, Sum and Sums of Money ſo due and owing and belonging to the ſaid *J.M.* together with the Times when, and the Perſons Names to whom ſuch Goods are ſold, and for what, and alſo the Names of the Perſons of whom any Goods ſhall be received; and alſo as ſoon as the Debts, Sum and Sums of Money ſo to be received and gotten in by them the ſaid *T.W. J.A.K.* and *J.H.* their Executors, &c. as aforeſaid, ſhall amount and extend unto ſufficient to pay 5*s.* in the Pound, that then the ſaid *T.W. J.A.K.* and *J.H.* their Executors, &c. upon the Requeſt and Notice to them given by the other Creditors of the ſaid *J.M.* or any ſix or more of them, as aforeſaid, ſhall and will well and truly pay, diſtribute and divide the ſaid 5*s.* in the Pound unto and amongſt themſelves the ſaid *T.W. J.A.K.* and *J.H.* and all and every the other Creditors of the ſaid *J.M.* who ſhall execute and make due Proof as aforeſaid, and ſo from Time to Time, and at all Times hereafter, pay, diſtribute and divide all ſuch Money as ſhall be received and got in by the ſaid *T.W. J.A.K.* and *J.H.* their Executors, &c. as often as any ſix or more of the ſaid other Creditors of the ſaid *J.M.* ſhall deſire and demand the ſame, unto and amongſt themſelves and all and every of the other Creditors of the ſaid *J.M.* as aforeſaid, Share and Share alike, according to the Proportion of the ſeveral and reſpective Debts; **And** that they the ſaid *T.W. J.A.K.* and *J.H.* their Executors, &c. ſhall and will from Time to Time, and at all Times, uſe their utmoſt Endeavours in ſelling and diſpoſing of all the ſaid Houſhold Goods and other Goods, Wares and Merchandizes, at and for the beſt Rates and Prices that can be had and gotten for the ſame; and alſo that they the ſaid *T.W. J.A.K.* and *J.H.* their Executors, &c. ſhall and will do all Things faithfully and juſtly, according to the beſt of their Power, Skill and Knowledge, in the Execution of the Truſt hereby in them repoſed; **And all** the ſaid Creditors, Parties to theſe Preſents, for the Conſiderations aforeſaid, and for other good and charitable Cauſes and Conſiderations them hereunto eſpecially moving, **Do** for themſelves ſeverally and reſpectively, and not jointly, and for their ſeveral and reſpective Executors, Adminiſtrators, Partners and Aſſigns, and not for the others Act, or the Act of the Executor or Adminiſtrator of the other of them, covenant, promiſe and agree to and with the ſaid *J.M.* his Executors and Adminiſtrators, and every of them by theſe Preſents, that neither they the ſaid Creditors, Parties to theſe Preſents, nor their Executors, Adminiſtrators, Partners or Aſſigns, or any of them, ſhall or will in any Manner or wiſe, ſue, arreſt, impriſon, implead or proſecute him the ſaid *J.M.* his Executors or Adminiſtrators, his or their Goods and Chattels, Lands and Tenements, or any of them, for, or upon Account of any Debt or Sum of Money now due and owing unto them, any or either of them; and in caſe any or either of the ſaid Creditors, Parties to theſe Preſents, their Executors, Adminiſtrators, Partners or Aſſigns, ſhall ſue, arreſt, impriſon, implead or proſecute the ſaid *J.M.* his Executors or Adminiſtrators, or any or either of them, or his and their Goods and Chattels, Lands and Tenements, for any ſuch Debt now due and owing from the ſaid *J.M.* as aforeſaid, that then theſe Preſents ſhall be a ſufficient Releaſe and Diſcharge to all Intents and Purpoſes, both at Law and in Equity, to and for the ſaid *J.M.* his Executors and Adminiſtrators, and he and they, and his and their Goods and Chattels, Lands and Tenements, and every of them, ſhall and be and are hereby acquitted, releaſed and diſcharged, againſt them the ſaid Creditors, and every of them, their and every of their Executors, Adminiſtrators, Partners and Aſſigns, who ſhall ſo ſue, arreſt, impriſon, implead or proſecute the ſaid *J.M.* his Executors or Adminiſtrators, contrary to the true Intent and Meaning of theſe Preſents, and as ſuch ſhall and may be pleaded in Bar by him the ſaid *J.M.* his Executors and Adminiſtrators. **And laſtly**, the ſaid *T.W. J.A.K.* and *J.H.* do for themſelves, their Heirs, Executors and Adminiſtrators, covenant, promiſe and agree to and with the ſaid *J.M.* his Executors and Adminiſtrators, that as ſoon as they have ſold and diſpoſed of ſufficient of the Houſhold Goods, and other Goods, Wares, Merchandizes and Effects, hereby bargained and ſold, and collected in, and received Money ſufficient for the ſeveral Perſons hereunder mentioned in the Schedule annexed, to pay and ſatisfy all ſuch Overplus Monies, to be by them ſo received, unto the ſaid *J.M.* his Executors, Adminiſtrators and Aſſigns. **In Witneſs**, &c.

The Truſtee-Creditors to account to the reſt, &c.

and pay and diſtribute the Money as received;

and endeavour to ſell Goods, &c. to the beſt Advantage.

Creditors covenant not to arreſt, &c. the Aſſignor.

Surplus to be paid to the Aſſignor.

An

An Aſſignment of Goods, Stock in Trade, Debts, &c. to two Creditors, in Truſt to pay the ſame as far as they will extend, in Conſideration whereof the ſubſcribing Creditors releaſe the Money due to them reſpectively, with a Proviſo to make the Releaſe void in caſe the Aſſignor has made any Concealment.

THIS Indenture, made, *&c.* Between *J. C.* of, *&c.* of the one Part, and *J. H.* of, *&c.* and *B. S.* of, *&c.* (two of the Creditors of the ſaid *J. C.* on Behalf, *&c.* of the other Part. Whereas the ſaid *J. C.* now is, and ſtandeth juſtly indebted unto his ſaid Creditors executing theſe Preſents, the ſeveral Debts or Sums of Money particularly mentioned and ſet forth againſt their reſpective Names in the Schedule hereunder written, which Debts, by Reaſon of ſeveral great Loſſes and other Misfortunes, he the ſaid *J. C.* is rendered uncapable of making full Payment thereof to his ſaid Creditors: And whereas the ſaid *J. C.* being willing and deſirous to pay and ſatisfy to his Creditors their reſpective Debts, ſo far as his Stock in Trade, Houſhold Goods and Debts due and owing to him will extend and amount unto, hath made out a juſt Account thereof, contained in three ſeveral Papers marked *A. B.* and *C.* all of them of even Date herewith, and ſigned by him the ſaid *J. C.* and hath propoſed and agreed to make an abſolute Aſſignment of the ſame unto and amongſt his ſaid Creditors, for and towards Payment and Satisfaction of their ſaid reſpective Debts, in ſuch Manner as herein after is mentioned: Whereupon the ſaid Creditors having conſidered the Misfortunes and preſent Condition of the ſaid *J. C.* and of his being willing to aſſign the ſaid Houſhold Goods, Stock in Trade and Debts, towards Payment of their ſaid reſpective Debts, and that he is not otherwiſe capable to make or give them any further or better Satisfaction and Payment, than by and with the ſame, they the ſaid Creditors have conſented and agreed to accept and take an Aſſignment of the ſaid Houſhold Goods, Stock in Trade and Debts in the ſaid three ſeveral Papers mentioned, in the Names of the ſaid *J. H.* and *B. S.* in Truſt as well for themſelves, as for all other the Creditors of the ſaid *J. C.* executing hereof, in full Payment, Satisfaction and Diſcharge of the ſaid ſeveral Debts and Sums of Money, ſo now due to them from the ſaid *J. C.* as aforeſaid, in the Proportions and according to the *Quantum* of their reſpective Debts, in ſuch Manner as hereafter is expreſſed; And that they the ſaid Creditors will give ſuch general Releaſe to the ſaid *J. C.* as herein after mentioned; *Subject nevertheleſs* to the Proviſo herein after contained: Now this Indenture witneſſeth, that the ſaid *J. C.* (in Purſuance of his aforeſaid Propoſal and Agreement, and to the End, Intent and Purpoſe aforeſaid, and for and in Conſideration of the Sum of 10*l.* of, *&c.* Hath bargained, *&c.* and by, *&c.* (at the Requeſt, and by the Direction, Nomination and Appointment of the ſaid other Creditors of the ſaid *J. C.* teſtified by their executing hereof), Doth fully, freely, clearly and abſolutely bargain, *&c.* unto the ſaid *J. H.* and *B. S.* All the Goods, Stock in Trade, Houſhold Goods, Debts, Sum and Sums of Money and Effects belonging to, and now due and owing to him the ſaid *J. C.* as are in the ſaid three ſeveral Papers ſigned by him, and bearing even Date herewith, particularly mentioned and ſet forth; and all the Right, Title, Intereſt, Poſſeſſion, Benefit, Advantage, Profit, Property, Claim and Demand whatſoever or howſoever, of him the ſaid *J. C.* of, in and to the ſaid hereby aſſigned Premiſſes, and every Part and Parcel thereof; To have, hold, take, receive and enjoy, the ſaid Stock in Trade, Houſhold Goods, Debts, Sums of Money, and all and ſingular other the herein before mentioned and intended to be hereby aſſigned Premiſſes, unto and to and for the only Uſe and Benefit of them the ſaid *J. H.* and *B. S.* their Executors, Adminiſtrators and Aſſigns, from henceforth for evermore, and to which they are hereby intended to have a legal Right and Property: Nevertheleſs to, for and upon the ſeveral Truſts, Intents and Purpoſes herein after mentioned, that is to ſay, Upon Truſt, that they the two Truſtee-Creditors the ſaid *J. H.* and *B. S.* and the Survivor of them, or his Aſſigns, ſhall and do, as ſoon as conveniently may be, by one or more Sale or Sales, abſolutely ſell and diſpoſe of all and ſingular the hereby aſſigned Houſhold Goods and Stock in Trade, to ſuch Perſon or Perſons as will buy the ſame, and for the moſt Monies that can be got for the Purchaſe thereof; And from and after ſuch Sale or Sales, Then upon further Truſt, that they the ſaid Truſtee-Creditors, ſhall and do retain, pay, apply and diſpoſe, as well of the Monies ariſing by ſuch Sale or Sales, as alſo of all the ſaid hereby aſſigned Debts, when and as the ſame ſhall be by them got in and received, in Manner as follows, to wit, in the firſt Place to deduct and retain thereout all ſuch Coſts, Charges, Damages and Expences, as they the ſaid Truſtee-Creditors ſhall neceſſarily expend, pay, ſuſtain and be put unto, touching their diſpoſing, recovering, receiving and paying of the ſaid hereby aſſigned Goods, Stock in Trade, Debts and Premiſſes; And from and after ſuch Deduction thereout, and ſubject thereunto, Then upon this further Truſt, that they the ſaid Truſtee-Creditors, and the Survivor, *&c.* ſhall and do

Recitals. In Debt. Unable to pay. Willing to aſſign Stock in Trade, *&c.* Account thereof made out. The Creditors willing to accept of Aſſignment in full, and to give a Releaſe. 1ſt Conſideration, Mr. *C.*'s Aſſignment of his Effects to the two Truſtee Creditors. *Habendum.* Truſts. Goods, *&c.* to be ſold. Charges to be deducted. Reſidue to be devided amongſt Creditors.

do retain and pay all the Reſidue of the ſaid Monies and Premiſſes, to and between themſelves, and amongſt all and every other the Creditors of the ſaid *J. C.* executing theſe Preſents, in equal Proportions, according to the *Quantum* of their reſpective Debts in the ſaid Schedule hereunder written mentioned and ſet forth, as far as the ſame will extend to pay and ſatisfy, according to the true Intent and Meaning of theſe Preſents, and upon no other Truſt, Intent or Purpoſe whatſoever. **And** for the better and more effectual enabling the ſaid Truſtee-Creditors to recover and receive the ſaid hereby aſſigned Debts, Monies and Premiſſes, upon the Truſts aforeſaid, he the ſaid *J. C.* hath, and by theſe Preſents doth make, *&c.* the ſaid *J. H.* and *B. S.* his true and lawful Attorney, *&c.* to aſk, *&c.* of and from the ſeveral Perſons named in one of the ſaid three Papers and numbered, *&c.* the ſeveral Sums of Money therein mentioned to be due to him the ſaid *J. C.* and upon Non-payment, *&c.* and upon Recovery and Receipt thereof, *&c.* and finally he the ſaid *J. C.* doth hereby give, *&c.* his full, *&c.* Power, *&c.* and he doth hereby ratify, *&c.* nevertheleſs upon the ſeveral Truſts aforeſaid. **And this Indenture further witneſſeth,** that they the ſaid Creditors executing theſe Preſents (in Purſuance and Performance of their Part of the ſaid recited Agreement, and in Conſideration of the Aſſignment herein before made by him the ſaid *J. C.* of his Houſhold Goods, Stock in Trade, Debts and Effects, for the End, Intent, Truſts and Purpoſes aforeſaid, and for other good and valuable Cauſes and Conſiderations them thereundo reſpectively moving) **Do,** and each of them for him and herſelf, ſeverally and not the one for the other, and for his, her and their own reſpective Executors and Adminiſtrators, and his, her and their own Acts only, doth hereby accept and take the ſaid hereby aſſigned Houſhold Goods, Stock, Debts and Effects, in full Payment, Satisfaction and Diſcharge of their ſaid ſeveral and reſpective Debts ſo now due and owing to them in the ſaid Schedule mentioned; **And** they the ſaid ſeveral Creditors executing theſe Preſents (in further Purſuance and full Performance of their recited Agreement, and for the Conſiderations aforeſaid) **Have,** and each and every of them **Hath,** and by theſe Preſents for themſelves, ſeverally and reſpectively, and for their ſeveral and reſpective Executors and Adminiſtrators, **Do,** and each and every of them **Doth,** freely, clearly and abſolutely remiſe, releaſe, diſcharge, and for ever quit-claim, unto the ſaid *J. C.* his Executors and Adminiſtrators, as well their and each and every of their reſpective Debts in the ſaid Schedule hereunder written mentioned and ſet forth againſt their reſpective Names, and alſo of and from all and all Manner of Action and Actions, Suit and Suits, Cauſe and Cauſes of Action and Suit, both at Law and in Equity, which they the ſaid Creditors executing theſe Preſents, any or either of them, their, any or either of their Executors or Adminiſtrators, now have, ever had, or at any Time hereafter can, ſhall or may have, claim, challenge or demand againſt the ſaid *J. C.* his Executors or Adminiſtrators, for, by Reaſon or on Account of their ſaid ſeveral Debts ſo now reſpectively due to them as aforeſaid, or for, by Reaſon or on Account of any other Matter, Cauſe or Thing whatſoever, from the Beginning of the World to the Day of the Date of theſe Preſents. **Provided** always, and theſe Preſents are upon this expreſs Condition, and it is hereby declared to be the true Intent and Meaning of theſe Preſents, that in caſe any of the ſaid Creditors, Parties hereto, ſhall at any Time within the Space of —— now next enſuing make it appear, and fully and plainly prove, that he the ſaid *J. C.* hath ſecreted and concealed any Part of his preſent Eſtate and Effects to the Sum or Value of 10*s.* (over and above the Houſhold Goods, Stock, Debts and Effects by him hereby aſſigned upon the Truſts aforeſaid) the ſaid general Releaſe, herein before given to the ſaid *J. C.* as aforeſaid, ſhall be void and of no Effect, to all Intents, Conſtructions and Purpoſes whatſoever; and that then and from thenceforth every Creditor, Party hereto, ſhall be intitled to his full and whole Debt in the ſaid Schedule mentioned, and ſhall and may have full Power and Authority, at any Time then after, to commence any Action or Suit againſt him the ſaid *J. C.* his Executors and Adminiſtrators, for the recovering and receiving of the ſame, as if ſuch general Releaſe had never been to him given; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. **And laſtly,** each of them the ſaid *J. H.* and *B. S.* for themſelves, their Executors and Adminiſtrators, do and doth hereby covenant, promiſe and agree, to and with each and every of them the ſaid Creditors of the ſaid *J. C.* executing theſe Preſents, their reſpective Executors, Adminiſtrators and Aſſigns, that they the ſaid *J. H.* and *B. S.* their, *&c.* ſhall and will from Time, *&c.* when and as often as any Monies ſhall come to their Hands, by virtue of the Aſſignment hereby made to them of the ſaid Premiſſes as aforeſaid, (after ſuch Deduction thereout as aforeſaid), well and truly ſhare, divide and pay the ſame to and between themſelves, and among all other the ſaid Creditors executing theſe Preſents, in equal Proportions, according to the *Quantum* of their and every of their reſpective Debts, as the ſame are mentioned and ſet down in the ſaid Schedule hereunder written, according to the Truſts aforeſaid, and the true Intent and Meaning of theſe Preſents. **In Witneſs,** &c.

Letter of Attorney.

2d Conſideration, whereby Creditors accept of Premiſſes in full of their Debts.

General Releaſe to the Aſſignor.

Proviſo that if it ſhould be found that the Aſſignor has concealed any Effects, the Releaſe to be void, and he may be ſued, *&c.*

Truſtee Creditors covenant to pay the Money according to the Truſts.

The Schedule of the Debts due from the ſaid *J. C.* to his Creditors executing hereof, and to which the above written Indenture refers, *viz.*

Another, In Truſt to pay Creditors where the Debtor produces an Account of his Effects on Oath, which the Creditors covenant to accept in full of their Debts, and to execute general Releaſes before a certain Day, and in the interim give him Licence to go about, &c. *but on Condition that if the Effects will not pay* 8 s. *in the Pound, or that if all the Creditors don't execute the Aſſignment, the ſame to be void, or in caſe of concealing of Effects, the Aſſignment and the general Releaſes to be void.*

THIS Indenture, &c. Between *W. R.* of, *&c.* of the one Part, and *A.* and *B.* of, *&c.* (two, *&c.*) of the other Part. Whereas the ſaid *W. R.* on the Day of the Date hereof, doth owe, and is juſtly indebted unto the ſaid *A.* and *B.* and other his ſaid Creditors executing theſe Preſents, whoſe Names and particular Debts againſt every ſuch Creditor's Name are ſet forth in a Schedule hereunder written, (intitled the firſt Schedule) amounting in the whole to the Sum of —— or thereabouts, and as to the Truth and Reality of every ſuch Debt being ſo due, they the ſaid ſeveral Creditors have agreed to make Oath thereof, upon their Executing of theſe Preſents, before a proper Perſon qualified to take the ſame: And whereas the ſaid *W. R.* by Reaſon of many great Loſſes in Trade, bad Debts, and other unhappy Misfortunes, is now obliged to abſcond from his Trade and Habitation, and is rendered uncapable of making full Payment to his ſaid Creditors of their reſpective Debts: And whereas the ſaid *W. R.* being willing and deſirous to pay and ſatisfy to the ſaid *A.* and *B.* and all other his ſaid Creditors their ſaid reſpective Debts, ſo far as his Houſhold Goods, Stock in Trade, and Debts due and owing to him will extend and amount unto, (which is computed will amount at leaſt to 8*s.* in the Pound), hath made out a juſt and true Account thereof; and hath propoſed and agreed to make an abſolute Aſſignment of the ſame unto and amongſt his ſaid Creditors, for and towards Payment and Satisfaction of their ſaid reſpective Debts, in ſuch Manner as herein after is mentioned, which ſaid Account is contained in the other Schedule hereunder written, (intitled the ſecond Schedule), particularly mentioned and ſet forth; and as to the Truth and Reality of the ſame Account, he the ſaid *W. R.* before the Executing hereof, hath made an Affidavit before ——one of the Maſters of the High Court of Chancery, as appears by the ſaid Affidavit hereunto annexed: Whereupon the ſaid ſeveral Creditors having conſidered the Misfortunes, Circumſtances and preſent Condition of the ſaid *W. R.* and of his being willing to aſſign his ſaid Houſhold Goods, Stock in Trade and Debts, towards Payment of their ſaid reſpective Debts, and that he is no otherways capable to make or give them any further or better Satisfaction and Payment, than by and with the ſame, they the ſaid Creditors have conſented and agreed to accept and take an Aſſignment of the ſaid Houſhold Goods, Stock in Trade and Debts, in the Names of them the ſaid *A.* and *B.* in Truſt as well for themſelves as for all other the Creditors of the ſaid *W. R.* executing hereof, in full Payment, Satisfaction and Diſcharge of the ſaid ſeveral Debts and Sums of Money ſo now due and owing to them from the ſaid *W. R.* as aforeſaid, in the Proportions, and according to the Quantum of their reſpective Debts, in ſuch Manner as herein after is expreſſed; And that they the ſaid Creditors, on Payment thereof, will give ſuch general Releaſes unto the ſaid *W. R.* as herein after mentioned; Subject nevertheleſs to the Proviſo herein after contained; And further that the ſaid Creditors in the mean Time will give unto him the ſaid *W. R.* ſuch Liberty and Licence to tranſact his Affairs and Buſineſs, as herein after alſo is mentioned: Now this Indenture witneſſeth, That the ſaid *W. R.* (in Purſuance, *&c.* and for and in Conſideration, *&c.*) Hath bargained, *&c.* and by, *&c.* (at the Requeſt, *&c.* of all the other Creditors of the ſaid *W. R.* executing theſe Preſents, teſtified by their Signing and Sealing thereof) Doth fully, *&c.* bargain, *&c.* unto them the ſaid *A.* and *B.* All and every the Houſhold Goods and Furniture, Linen, Stock in Trade, Debts, Sum and Sums of Money and other Effects and Chattels belonging to, and due and owing to him the ſaid *W. R.* as are in the ſecond Schedule hereunder written particularly mentioned and ſet forth, and all the Right, *&c.* To have, &c. Nevertheleſs, &c. Upon Truſt that they the ſaid *A.* and *B.* and the Survivor, *&c.* ſhall and do, as ſoon as can or may be, by ſeveral Sales, abſolutely ſell, *&c.* And from and after ſuch Sales, then upon further Truſt that they the ſaid Truſtee-Creditors ſhall and do retain, *&c.* in the firſt Place to deduct and retain thereout all ſuch Coſts, *&c.* And from and after ſuch Deduction thereout as aforeſaid, then in Truſt to pay and ſatisfy to the Executors of the late Right Honourable *J.* Earl *F. W.* and to *M. B.* of, *&c.* All ſuch Rent and Arrears of Rent as ſhall then appear to be to them reſpectively due from the ſaid *W. R.* to *Michaelmas* Day now next enſuing, and ſubject to the ſeveral Deductions and Payments aforeſaid; then upon this further ſpecial Truſt that they the ſaid Truſtee-Creditors, and the Survivor, *&c.* ſhall and do retain and pay all the Reſidue, *&c.* amongſt, *&c.*

Debts owing to be proved on Oath.

Incapacity of paying.

Willing to make Satisfaction as far as his Goods, *&c.* will pay.

Account thereof.

Affidavit.

Which the Creditors accept,

and will give Releaſes.

Subject, *&c.*

And grant Licence.

Conſideration.

Aſſignment.

Habendum.

Truſts.

To pay Rents.

in the ſaid firſt Schedule mentioned and ſet forth, as far as the ſame will extend to pay, ſatisfy, or otherwiſe divide and diſpoſe of the ſaid Goods, Wares, Merchandize and Debts, as the ſaid Creditors, Parties hereto, or the major Part of them, ſhall think fit, according to the true Intent and Meaning of theſe Preſents, and upon no other Truſt, Intent or Purpoſe whatſoever: **And** for the better, *&c.* he the ſaid *W. R.* hath, and by, *&c.* doth make, *&c.* the ſaid *A.* and *B.* his true and lawful Attorney, *&c.* to aſk, *&c.* from all and every the ſeveral Perſons in the ſaid ſecond Schedule named, the ſeveral Sums of Money therein mentioned, to be by them reſpectively due and owing to the ſaid *W. R.* and upon Non-payment, *&c.* And he the ſaid *W. R.* doth hereby further authorize, enable and impower them the ſaid *A.* and *B.* and their Aſſigns, to make, do, perform and execute all and every ſuch other and further lawful and reaſonable Act and Acts, Deeds and Things whatſoever, as ſhall be neceſſary and requiſite, *either at Law or in Equity*, as well for the Recovering and Receiving, as alſo for the Releaſing, Compounding and Diſcharging of all or any of the before mentioned and hereby aſſigned Debts, Monies and Premiſſes, as likewiſe for the abſolute Selling and Diſpoſing of the Equity of Redemption of the ſaid mortgaged Premiſſes in the firſt Schedule mentioned, and of the ſaid Parcels of Plate, Houſhold Goods, Furniture and Stock in the ſaid ſecond Schedule mentioned; and that as fully, *&c.* and finally, he the ſaid *W. R.* doth hereby give, *&c.* nevertheleſs upon the ſeveral Truſts aforeſaid: **And** the ſaid *W. R.* for himſelf, *&c.* doth hereby covenant, *&c.* to and with the ſaid *A.* and *B.* their, *&c.* in Manner as follows, *viz.* That all and every the Debts and Sums of Money in the ſaid ſecond Schedule mentioned to be due and owing to him the ſaid *W. R.* is and are now due and owing to him by and from the ſeveral Perſons therein named; and that he hath not received the ſame, or any of them, or any Part thereof; neither will he, his Executors or Adminiſtrators, at any Time hereafter receive the ſame, or any of them, unleſs it be at the Requeſt, by the Direction of the ſaid Truſtee-Creditors, and upon the Truſt herein before declared; **And** that he the ſaid *W. R.* his Executors or Adminiſtrators, ſhall not nor will releaſe or diſcharge the Power and Authority hereby given for receiving the ſame, nor releaſe or diſcharge any Action or Suit that ſhall or may be brought or commenced in his or their Name or Names for the recovering of the ſaid Sums of Money, or any of them, (unleſs it be at the Requeſt and by the Direction of the ſaid Truſtee-Creditors, or one of them,) **But** ſhall and will at any Time hereafter do any further Act or Thing for the more effectual Aſſigning thereof, and for the Corroborating of theſe Preſents, if ſo requeſted and required by the ſaid Truſtee-Creditors, or either of them; nevertheleſs upon the ſeveral Truſts aforeſaid. **And this Indenture further witneſſeth,** that they the ſaid *A.* and *B.* and all other the ſaid Creditors of the ſaid *W. R.* executing theſe Preſents, (in Purſuance, *&c.* and in Conſideration, *&c.*) **Do,** and each, *&c. (as in the laſt Precedent)* **Doth** covenant, promiſe and agree, to and with the ſaid *W. R.* his Executors and Adminiſtrators, by theſe Preſents, that they the ſaid Creditors, and each of them for his and their Part, ſhall accept and take the ſaid hereby aſſigned Houſhold Goods, Stock, Debts, Chattels and Effects in the ſaid ſecond Schedule mentioned, in full Payment, Satisfaction and Diſcharge of the ſaid ſeveral and reſpective Debts ſo now due and owing to them in the ſaid firſt Schedule mentioned: **And further,** that they the ſaid Creditors, and each and every of them, *before the —— Day of —— now next enſuing*, ſhall and will (upon the Requeſt and at the Coſts and Charges of the ſaid *W. R.* his Executors or Adminiſtrators) duly ſeal and execute and deliver unto him and them general Releaſes, or other ſufficient Diſcharges of their ſaid ſeveral Debts now due to them, and of all Accounts, Actions and Demands whatſoever or howſoever touching or concerning the ſame; ſubject nevertheleſs to the Proviſo herein after mentioned: **And** in the mean Time they the ſaid Creditors, and each and every of them doth hereby give and grant unto the ſaid *W. R.* full and free Liberty, Licence and ſafe Conduct, to go, come, abide, ſojourn, paſs and repaſs to or at any Place or Places whereſoever and whatſoever, and at all Times from the Date hereof, *at ſuch Place or Places*, in ſuch Manner as he ſhall think fit; and that in caſe the ſaid *W. R.* ſhall in his Perſon, Goods or Chattels, at any Time before the 18th Day of *February* now next enſuing, be arreſted, troubled, attached or moleſted by any of the ſaid Creditors, or by their or any of their Act, Means, Conſent or Procurement, for or on Account of any ſuch Debts now due from him as aforeſaid, except in caſe of Fraud or Concealment, as herein after mentioned, and be not thereof forthwith releaſed and diſcharged; then and in ſuch caſe the ſaid *W. R.* ſhall from henceforth, and is and ſhall by virtue of theſe Preſents be abſolutely acquitted, releaſed and diſcharged, as to all and every Debt or Sum of Money now due to every or any ſuch Creditor who ſhall ſo arreſt, trouble, attach or moleſt the ſaid *W. R.* within the Time aforeſaid, contrary to the true Intent and Meaning of theſe Preſents. **Provided always,** and theſe Preſents are upon this expreſs Condition nevertheleſs, that if the ſaid hereby aſſigned Houſhold Goods, Stock, Debts and Premiſſes, ſhall not amount to pay every Creditor executing hereof the Sum of 8*s.* in the Pound, or if all the Creditors of the ſaid *W. R.* (other than and except ſuch Creditors whoſe reſpective Debts do not exceed the Sum of 40*s.*)

Letter of Attorney.

Covenant that the Debts are due;

will not releaſe.

Further Act.

Second Conſideration, whereby Creditors covenant to accept of Premiſſes in full for their Debts,

and to give general Releaſes before a certain Day.

And in the interim they give him Licence to go about, *&c.*

Provided that if the Effects will not pay 8*s.* in the Pound, or if all the Creditors do not

ſhall not by themſelves, or ſome other Perſon thereunto lawfully authorized, ſeal and execute theſe Preſents on or before the 30th Day of *Auguſt* now next enſuing, then theſe Preſents, and every Thing herein contained, ſhall from thenceforth ceaſe, determine, and be utterly void and of no Effect as if the ſame had never been made; any Thing to the contrary thereof notwithſtanding. execute, then theſe Preſents to be void.

Provided alſo, and theſe Preſents are upon the further expreſs Condition, and it is hereby declared to be the true Intent and Meaning hereof, that in caſe any of the ſaid Creditors, Parties hereto, ſhall at any Time (either before or after the ſaid general Releaſes ſo intended to be given to the ſaid *W. R.* as aforeſaid) make it appear, and fully and plainly prove that he the ſaid *W. R.* hath ſecreted or concealed any Part of his preſent Eſtate and Effects to the Sum or Value of 10 *l.* over and above the Houſhold Goods, Stock, Debts and Effects by him hereby aſſigned, upon the Truſt aforeſaid; then and in ſuch caſe (after any ſuch due Proof made of ſuch Concealment as aforeſaid) this preſent Indenture, and the ſaid general Releaſes ſo to be given to the ſaid *W. R.* as aforeſaid, ſhall be void and of none Effect; and that then and from thenceforth every Creditor, Party hereto, ſhall be intitled to his full and whole Debt in the ſaid firſt Schedule mentioned, and ſhall and may have full and abſolute Power and Authority at any Time then after to commence any Action or Suit againſt him the ſaid *W. R.* his Executors or Adminiſtrators, for the Recovering and Receiving of the ſame, as if ſuch general Releaſe had never been to him given; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. As to Concealment.

And laſtly, &c. (*Covenant from the two Truſtee-Creditors to pay the Monies proportionably,* &c. *as in the laſt.*) **In Witneſs,** &c.

The Affidavit mentioned in the above Aſſignment.

W. R. of, *&c.* (Party to the Indenture of Aſſignment to which this Affidavit is annexed) maketh Oath, That the ſeveral Debts or Sums of Money particularly mentioned and ſet forth againſt every of the Creditors of him the ſaid *W. R.* named in a Schedule to the ſaid Indenture annexed, (intitled the firſt Schedule) are now juſtly due and owing from him the ſaid *W. R.* to his ſaid reſpective Creditors in the ſaid Schedule named; and that none of the ſaid ſeveral Debts, or any Part or Parcel thereof, have been by him the ſaid *W. R.* ever paid off or diſcharged; and that he the ſaid *W. R.* hath not at any Time heretofore depoſited any of his Goods or Effects, or given, *or promiſed to give,* any other Security whatſoever to any of his ſaid Creditors for Payment of any of their reſpective Debts, other than the ſeveral Houſhold Goods, Stock in Trade, and other Things particularly mentioned and ſet forth in another Schedule to the ſaid Indenture annexed, (intitled the ſecond Schedule) and in which are by the ſaid Indenture aſſigned to the two Truſtee-Creditors therein named, upon the ſeveral Truſts, Intents and Purpoſes therein mentioned and ſet forth.

An Aſſignment by a Debtor of Leaſehold Premiſſes, Goods, and a Debt to three of his Creditors, in Truſt to be ſold, &c. *to pay Mortgage, Creditors and Expences, and the Surplus to be divided amongſt the reſt of the Creditors in Part of their Debts; in Conſideration whereof they grant him a Letter of Licence for three Years to pay the Reſidue.*

This Indenture, &c. **Between** *T. B.* of, *&c.* and *B. P.* of, *&c.* of the one Part, and *J. H. T. W.* and *T. P.* of, *&c.* (three of the Creditors of the ſaid *T. B.* and *B. P.* on Behalf of themſelves and of all other their Creditors, who have hereunto ſubſcribed and ſet their Hands and Seals) of the other Part. **Whereas,** &c. (*Recite the ſeveral Indentures of Leaſe and Mortgage thereof*): **And whereas** there is a Debt of 160 *l.* due to them the ſaid *T. B.* and *B. P.* from *X. P.* of, *&c.* **And whereas** the ſaid *T. B.* and *B. P.* at the Time of executing hereof, are juſtly indebted to their ſeveral Creditors, executing theſe Preſents, in the ſeveral Debts or Sums of Money ſet forth againſt the reſpective Creditors Names, which Debts they at preſent are not in a Capacity to pay and ſatisfy: **And whereas** at a Meeting on the —— Day of *January* now laſt paſt, at Mr. —— by the major Part of the ſaid Creditors, it was then agreed between them and the ſaid *T. B.* and *B. P.* that on their Aſſigning of all their Eſtate, Intereſt and Equity of Redemption of and in the above mentioned ſeveral demiſed and mortgaged Premiſſes, and of the ſaid Debt due from the ſaid *X. P.* and of all their Houſhold Goods and Furniture, and all other their Eſtate, Goods, Chattels and Effects whatſoever, upon Oath, (except their Wearing Apparel) unto the above named three Truſtee-Creditors, for and towards Payment to them, and the ſaid other Creditors executing theſe Preſents, of their reſpective Debts, as far as the ſame will extend at preſent to pay, they the ſaid Creditors would accept of the ſame in Part of their ſaid Debts, and give the ſaid *T. B.* and *B. P.* a Letter of Licence

Recitals of Leaſes, Mortgages, Debts. Unable to pay. Meeting of Creditors. Agreement to take Aſſignment in Part, and give a Letter of Licence for the Reſt.

cence for the Term of three Years to follow their respective Trades, in order to enable them to pay the Residue of their respective Debts in such Manner as herein after is mentioned; and it was also agreed, that the said Creditors should severally swear to the Truth of their respective Debts before they should be intitled to any Dividends to be made of the Estate and Effects hereby assigned: **Now this Indenture witnesseth,** that they the said *T. B.* and *B. P.* in Pursuance and Performance of their Part of the said recited Agreement, and for 5 *s.* paid to them by three Trustee-Creditors, *&c.* **have,** and each of them **hath,** &c. and by, *&c.* (at the Request, and by and with the Consent, Direction, Nomination and Appointment of the said other Creditors, testified by their Signing and Sealing hereof) **do,** and each of them **doth** bargain, sell, assign, transfer and set over unto the said (*three Trustee-Creditors*) and the Survivors and Survivor of them, and the Executors, Administrators and Assigns of such Survivors and Survivor, **as well all** these the herein before mentioned several Pieces of Ground, Messuages, *&c.* which in and by the said several in Part recited Indentures of Lease and Mortgage were respectively demised and assigned to——or mentioned or intended so to be, with their and every of their Appurtenances; **as also** the said Debt or Sum of 160 *l.* so due from the said *X. P.* as aforesaid; **as likewise** all the Household and Furniture Goods, Chattels, Debts and Effects whatsoever, and of what Nature or Kind soever, as are now due and belonging to them the said *T. B.* and *B. P.* or either of them, (Wearing Apparel only excepted) **and all** the Estate, Right, Title, Interest, Term of Years to come and unexpired, Possession, Reversion, yearly Rents and Profits, Equity and Benefit of Redemption, Trust, Property, Benefit, Advantage, Claim and Demand whatsoever or howsoever, be that in Law or in Equity, of them the said *T. B.* and *B. P.* by virtue of the said herein before recited Indenture, *&c.* **To have and to hold** the said Messuages, Buildings, and all and singular other the herein before assigned Leasehold Premisses, *cum pertinentiis*, unto the said (*three Trustee-Creditors*) their Executors, *&c.* from henceforth for and during all the Rest and Residue of the before mentioned several Terms of——which are therein respectively now to come and unexpired; subject nevertheless to the Payment of the several yearly Ground Rents of —— *&c.* as by the said Indentures of Lease respectively reserved, and to the several Covenants, Conditions and Agreements therein contained, and which from henceforth on the Lessees or Assignees Part are to be paid and performed; and also subject to the Payment of the said several Principal Sums of 800 *l.* 200 *l.* 350 *l.* 60 *l.* 260 *l.* and 40 *l.* so respectively secured to them the said *H. L. A. D. S. M. F. S.* and *H. B.* on the several Leasehold Premisses in Manner as aforesaid, and of all Interest Monies now due and to grow due to them respectively for the same, and so subject in Manner as aforesaid, then to, for and upon the several Trusts, Intents and Purposes herein after mentioned, expressed and declared of and concerning the same; **and to have, hold,** receive, take and enjoy the said Debt of 160 *l.* Household Goods, Furniture, Chattels, Debts and Effects, and all and singular other the herein before assigned Premisses as are not Leasehold (except as aforesaid) unto them the said *J. H. T. W.* and *T. P.* their Executors, Administrators and Assigns, from henceforth for ever, and to which they are hereby intended to have a legal Right and Property, **Together** with full Power and Authority for them the said Trustee-Creditors, their Executors or Assigns, to commence any Action or Actions, Suit or Suits, for the Recovery and Receipt of the said Debt of 160 *l.* due from the said *X. P.* and all other Debt and Debts, Sum and Sums of Money due to the said *T. B.* and *B. P.* from any other Person or Persons, and the same to release and discharge, and that as fully, amply and effectually to all Intents and Purposes whatsoever, as they the said *T. B.* and *B. P.* or either of them, could or might do if personally present, or in case these Presents had not been made; **Nevertheless to, for and upon the several Trusts,** Intents and Purposes herein after mentioned and expressed of and concerning the same, (that is to say) As to all and singular the said hereby assigned Messuages or Tenements, and other the Premisses, **Upon Trust** that they the said Trustee Creditors, the said *J. H. T. W.* and *T. P.* their Executors or Assigns, shall and do, as soon as can or may be, by several Sales absolutely sell and dispose as well of all and singular the said hereby assigned Messuages, Tenements, and other the Leasehold Premisses, as also of the said hereby assigned Household Goods and Furniture for the most Money and best Price that can be got for the same; and from and after, or upon such Sale or Sales that they the said Trustee-Creditors shall and do pay to the said *H. L. A. D. S. M. F. S.* and *H. B.* all their respective Principal Monies and Interest so secured, and which shall be to them respectively due and owing; **And** from and after full Payment thereof, then as to all the Residue of the Monies arising by Sale of the said Leasehold Premisses, and as to all the Monies arising by Sale of the said Household Goods and Furniture, and as to the said Debt of 160 *l.* due from the said *X. P.* and other Debts and Sums of Money due from any other Person or Persons, when the same, or any Part thereof, is or are received; **Upon this further Trust,** that they the said Trustee-Creditors shall and do retain and pay, and apply and dispose of all and singular the same Monies and Premisses, to, for

Consideration.

Assignment of Leasehold Premisses.

A Debt.

Goods.

Habendum.

Authority to sue for the Debt assigned.

Trustee Creditors to sell the assigned Premisses to pay Mortgage Creditors;

afterwards to pay Money

for and upon the several Trusts, Intents and Purposes herein after mentioned and expressed, *viz.* To pay to *W. B.* of *Lincoln's Inn* in the County of *Middlesex*, Gent. the Sum of 5*l.* 5*s.* borrowed of him by the said *T. B. B. P.* and the Costs and Charges which he the said *W. B.* has already been or shall hereafter be at on Account of this present Assignment; **And** from and after Payment thereof, then it shall and may be lawful for the said Trustee-Creditors, by and out of the same Monies and Premisses, to deduct and retain to themselves thereout all such Costs, Charges, Expences and Damages as they the said Trustee-Creditors, any or either of them, shall expend, pay, sustain or be put unto touching the Sale of the said Premisses, and in paying, applying and disposing of the Monies arising by such Sale, and other the several Trusts hereby in them reposed touching the hereby assigned Premisses, and which they are hereby enabled and impowered so to deduct and retain; **And** from and after such Payments and Deductions in Manner as aforesaid, and subject thereunto, then **Upon this further special Trust**, that they the said Trustee-Creditors, and the Survivors and Survivor of them, his Executors and Assigns, shall retain and pay all the said Residue or Surplus Monies so to be by them raised and received as aforesaid, to and amongst themselves and all and every other the Creditors of the said *T. B.* and *B. P.* executing these Presents, in equal Proportions, rateably and proportionably, according to the Quantum of their said respective Debts now due and owing to them respectively, as far as the same will extend to pay and satisfy according to the true Intent and Meaning of these Presents, and to and for no other Trust, Use, Intent or Purpose whatsoever: **And** the said *T. B.* and *B. P.* for themselves, and for their respective Executors and Administrators, do covenant, promise and agree, to and with the said *J. H. T. W.* and *T. P.* their Executors, Administrators and Assigns, by these Presents, that they the said *T. B.* and *B. P.* their Executors and Administrators, shall and will at any Time hereafter, upon the Request, and at the Charge of the Trustee-Creditors, any or either of them, make, do and execute all and every such further and other lawful Acts, Deeds and Things, as well for the Corroborating and Strengthning of these Presents, as also for the further, better and more Perfecting, Assigning, Assuring and Confirming of all and singular the herein before mentioned and intended to be hereby assigned Premisses, unto them the said Trustee-Creditors, their Executors, Administrators and Assigns; (**Nevertheless** to, for and upon the several Trusts, Intents and Purposes herein before mentioned, expressed and declared of and concerning the same) as by their, any or either of their Counsel, *&c.* **And this Indenture further witnesseth**, that they the said Creditors executing these Presents (in Pursuance and Performance of their Part of the said recited Agreement, and in Consideration of the Assignment herein before made by them the said *T. B.* and *B. P.* to the said Trustees of the said Premisses, upon the Trusts aforesaid, and to the End and Intent to enable them the said *T. B.* and *B. P.* to pay to their Creditors, Parties hereto, the Residue of their respective Debts as shall not be so paid in Manner as aforesaid) **Do** hereby give and grant unto each of them the said *T. B.* and *B. P* full and free Liberty, Licence and safe Conduct from henceforth during the Term of three Years, to go, come, abide, reside, pass and repass to or at any Place or Places whatsoever and wheresoever; and that in case they the said *T. B.* and *B. P.* or either of them, shall in his or their Persons before the said three Years, to be computed from the Date hereof, be arrested, attached, troubled or molested by any of the said Creditors executing these Presents, or by their or either of their Acts, Means, Consent or Procurement, for or on Account of any Debt or Debts, or of any Part of such Debt or Debts now due from them as aforesaid, and be not thereof forthwith released and discharged, then and in such case they the said *T. B.* and *B. P.* shall from thenceforth, and are and shall by virtue of these Presents, and the Licence hereby given, be absolutely acquitted, released, and for ever discharged, as to all and every such Debt or Sum of Money then due to every such Creditor who shall so arrest, trouble or molest the said *T. B.* and *B. P.* or either of them, within the Time aforesaid, contrary to the true Intent and Meaning of these Presents. **In Witness**, &c.

borrowed, and for this Assignment,

then Trustees Expences;

Residue amongst the Creditors proportionably.

Covenant to do any further Act, *&c.*

Letter of Licence for three Years.

An Assignment of two annual Sums to be paid out of the Rents of several Estates for the Life of the Assignor, in Trust to pay Creditors, wherein is a Direction to the Tenants to pay, and a Letter of Attorney to receive the Money out of the Rents, and a Covenant that the Assignor shall not be arrested, with a Proviso in case of his Death, &c.

Whereas the Right Honourable *W.* Earl of *I.* of the Kingdom of *Ireland*, is and standeth seised of and in the Manors of *C.* and *T.* in the County of *B.* and of and in divers Messuages, Lands and Tenements, situate in *C.* and *T.* aforesaid, of the yearly Value of 800*l.* or thereabouts, for the Term of his natural Life, and subject to a Charge of the Principal Sum of 5000*l.* **And whereas** the said Earl is also intitled for the Term of his natural

Intitled to several Manors, *&c.*

ral Life to the Barony or Manor of *R.* in the County of *C.* and Kingdom of *Ireland* aforesaid, and to sundry Lands and Tenements in the said County of *C.* of a considerable yearly Value, subject to a Rent-charge of 800*l. per Annum*, being the Jointure of his Mother, the Right Honourable *M.* Countess Dowager of *J.* **And whereas** the said Earl is indebted to the several Persons executing these Presents, in the several and respective Sums in the Schedule hereunder written, and they have come to an absolute Agreement with him the said Earl to take and receive the said several and respective Sums of Money so due to them in the Manner and Proportions herein after particularly mentioned and expressed; **In Consideration** whereof it is hereby concluded, covenanted and agreed upon by and between the said Earl, and all the Parties signing and sealing these Presents, in Manner following; (that is to say), That the said Earl **shall** and **will** assign and set over, and the said Earl **Doth** hereby assign and set over to Sir *T. S.* Knt. *T. B. J. M.* and *N. P.* (being Trustees appointed for the said Creditors) the Sum of 400*l. per Annum*, to be issued and paid out of the said Manors of *T.* and *C.* and also the further Sum of 200*l. per Annum*, to be issuing and paid out of the Barony and Lands in the County of *C.* after the Death of the said Countess Dowager of *J.* his Mother, for and during the natural Life of the said Earl, the said yearly Sum of 400*l.* and 200*l.* respectively to be paid, clear of all Taxes, Charges and Deductions whatsoever, unto the said Sir *T. S. T. B. J. M.* and *N. P.* on *Michaelmas-Day* and *Lady-Day* in every Year, by equal half-yearly Payments; the first of which half-yearly Payments, as to the said 400*l. per Annum*, to be issuing and paid out of the said Manors of *T.* and *C.* to commence and to be paid out of the Rents of the said Manors which shall become due on *Michaelmas-Day* next, and the first of the said half-yearly Payments of the said 200*l. per Annum*, out of the Estate in *C.* to begin on such of the said Feast-Days as shall next happen after the Death of the said Countess Dowager of *J.* and the said several Payments to continue during the natural Life of the said Earl, for and during and until such Time as all the said Creditors shall be fully paid and satisfied their respective Debts, in Proportion according to the several Sums of Money due to them respectively, and the said half-yearly Payments of the said Sum of 400*l.* and 200*l.* respectively, to be by them the said Sir *T. S.* Knt. *T. B. J. M.* and *N. P.* when and as the same shall be by them received (after all their reasonable Charges first deducted), applied and paid to all the said other Creditors executing these Presents, in equal Proportions according to the Quantum of their said respective Debts hereunder mentioned. **And** the said Earl doth hereby, for himself and his Assigns, appoint and direct all and every the said Tenants and Lessees at *C.* and *T.* aforesaid to pay or cause to be paid their several and respective Rents unto the said Sir *T. S.* Knt. *T. B. J. M.* and *N. P.* until they shall have received the full Sum of 200*l. per Annum*, to be paid respectively as aforesaid; **And** doth further covenant and agree to and with the said Sir *T. S.* Knt. *T. B. J. M.* and *N. P.* their Executors and Administrators, that he the said Earl shall and will, at or upon the reasonable Request in Writing of the major Part of his said Creditors signing and sealing these Presents, well and sufficiently grant and assign any other Manor, as Counsel shall advise, unto the said Sir *T. S.* Knt. *T. B. J. M.* and *N. P.* and their Assigns, the said respective Sums of 400*l.* and 200*l. per Annum* to be paid out of the said respective Manors and Lands as aforesaid, until all the said several and respective Debts shall be fully paid and satisfied: **In Consideration** of which Assignment by him the said Earl made of the said yearly Sum of 400*l.* out of the said Estate in *B.* and out of the said yearly Sum of 200*l.* so made by the said Earl out of his *C.* Estate, payable in Manner aforesaid, to the said Sir *T. S.* Knt. *T. B. J. M.* and *N. P.* their Executors, Administrators and Assigns, upon the Trusts, Intents and Purposes aforesaid, they the said several and respective Parties being Creditors of the said Earl signing and sealing thereof, and each and every of them for him and herself, and for his and her respective Executors and Administrators, do hereby severally and jointly covenant and agree with the said Earl, his Executors and Administrators, in Manner following, (to wit), That they the said Creditors, and each and every of them, for his and her Part, shall and will accept and take the said yearly Sums of 400*l.* and 200*l.* so to be assigned and paid in Manner as aforesaid, for and towards the Discharge of their said respective Debts under written, and now due to them from the said Earl, and in Satisfaction thereof, during the Life of the said Earl, and that they the said Creditors, or any or either of them, their respective Executors or Administrators, shall not, nor will at any Time from henceforth next ensuing, arrest, sue or trouble, attach or molest, either the said Earl or any of his Goods and Chattels whatsoever, for or on Account of their said respective Debts now due to them as aforesaid. **Provided always**, that it shall be lawful for the said several and respective Creditors, in case of the Death of the said Earl, to demand, sue for and recover their several and respective Debts, which shall then remain due and unpaid to them respectively, forth and out of his the said Earl's Assets or Personal Estate which shall be left him at his Decease; **And** the said *W.* Earl of *I.* doth hereby make, constitute and appoint the said Sir *T. S. T. B. J. M.* and *N. P.* his lawful Attornies, irrevocable in his Name and Stead, but to the proper Use and Behoof of his said Creditors signing and sealing these Presents, and in Trust for them to demand, recover and receive,

In Debt.

Agreement with Creditors.

Assignment of 400*l. per Ann.* and 200*l. per Ann.* out of the Rents of the said Estates till the Debts satisfied.

Direction to the Tenants to pay to the Trustees.

Covenant to make any further Assignment, &c.

The Creditors covenant to accept this Assignment,

and not to sue the Assignor.

Proviso in case of his Death.

Letter of Attorney to receive the Rents till the Debts paid.

receive, of and from his said Tenants and Lessees of the Manors of *C. T.* and *R.* the said several and respective Sums of 400*l.* and 200*l. per Annum*, from Time to Time as the same shall respectively come due and payable to them by virtue of these Presents, until all the said respective Debts and Sums of Money hereunder written shall be fully satisfied, discharged and paid; and the said Earl doth hereby give and grant unto the said Sir *T. S.* Knt. *T. B. J. M.* and *N. P.* full Power and Authority to acquit, release and discharge the said Tenants of and for the said several and respective Sums of 400*l.* and 200*l. per Annum*, and also in his Name to sue for and recover the said several Sums respectively, when and so often as the same shall become due and payable, in case of Non-payment or Failure in Payment thereof, according to the true Intent and Meaning of these Presents. **In Witness**, &c.

Assignment of a Salary to two Friends to pay to Creditors their full Debts, &c.

THIS Indenture Tripartite, *&c.* **Between** *J. S.* of the first Part, *R. H.* and *B. R.* of the second Part, *B. B. T. T. W. W.* and the several other Creditors of the said *J. S.* who have hereunto subscribed and set their Hands and Seals, of the third Part. **Whereas** the said *J. S.* on the Day of the Date hereof, is justly indebted unto his said Creditors executing these Presents, in the several Debts or Sums of Money as are particularly mentioned and set forth against their respective Names in the Schedule hereunder written; **Which** Debts, by Reason of many great Losses and other Misfortunes, he the said *J. S.* is not at present able to pay, **But** being willing and desirous to pay his said Creditors their respective full Debts, hath agreed to pay and assign unto them the said *R. H.* and *B. R.* the yearly Sum of 40*l.* Part of his Salary and Fees as Messenger to the House of Commons, and that the same should be by them paid unto his said Creditors, until such Time as they shall be paid the Sum of 12*s.* in the Pound, in Part of their said respective Debts; and afterwards the yearly Sum of 20*l.* out of his said Salary and Fees, until such Time as all his said Creditors executing these Presents, shall be paid their said respective Debts, in such Manner as herein after is mentioned; **And** they the said *R. H.* and *B. R.* for and on the Behalf of the said *J. S.* have agreed that they, during such Time only as he the said *J. S.* shall continue and be a Messenger to the House of Commons, will pay the said yearly Sum of 40*l.* so to be assigned to them as aforesaid for Payment of the Sum of 12*s.* in the Pound to the said Creditors; and in case the said *J. S.* shall make Default in Payment of the said yearly Sum of 40*l.* that then they the said *R. H.* and *B. R.* out of their own proper Monies will pay the yearly Sum of 40*l.* to the said Creditors, until such Time only as they shall be respectively paid 12*s.* in the Pound in Part of their said respective Debts during the Time aforesaid, in such Manner as herein after is also mentioned; **And** the said *R. H.* and *B. R.* on Payment of the said other herein after assigned yearly Sum of 20*l.* during the Time of their Receipt thereof, have agreed to pay the same unto the said Creditors in full Discharge of their said respective Debts, in such Manner as herein after is likewise mentioned; **And** they the said Creditors, in Consideration of Payment of the said several yearly Sums of 40*l.* and 20*l.* to them as herein after mentioned, **Have** agreed to accept of such yearly Payments, and on Payment thereof to give him general Releases for the same, and that they in the mean Time will not sue, molest or trouble the said *J. S.* either in his Person, Goods and Chattels, in such Manner as herein after is likewise mentioned. **Now this Indenture witnesseth**, That the said *J. S.* (in Pursuance of his said recited Agreement, and for the End, Intent and Purpose herein before and after mentioned, and also for and in Consideration of the Sum of 5*s.* of, *&c.* to him paid by the said *R. H.* and *B. R.* at or before the executing of these Presents, the Receipt whereof is by him thereby acknowledged, and for other good Considerations him moving) **Hath** bargained, sold, assigned, transferred and set over, and by these Presents, **He** the said *J. S.* **Doth** freely, clearly and absolutely bargain, *&c.* unto the said *J. H.* and *B. R.* as well the yearly Sum of 40*l.* Part of his Salary and Fees to be issuing and payable to him as one of the Messengers of the said House of Commons, as also the further yearly Sum of 20*l.* to be issuing and payable out of his Salary and Fees as aforesaid, and all the Right, Interest, Property, Claim and Demand whatsoever or howsoever of him the said *J. S.* of, in and to the said hereby assigned several yearly Sums of 40*l.* and 20*l.* and of, in and to every Part thereof; **To have**, hold, receive, take and enjoy the said hereby assigned yearly Sum of 40*l.* unto the said *R. H.* and *B. R.* their Executors, Administrators and Assigns, from henceforth for and during, and until such Time only, as all and every the Creditors of the said *J. S.* executing these Presents, shall be fully paid the Sum of 12*s.* in the Pound towards Discharge of their said respective Debts in the said Schedule mentioned, in such Manner as herein after is mentioned and expressed; **And to have**, hold, receive, take and enjoy the said hereby assigned yearly Sum of 20*l.* unto the said *R. H.* and *B R.* their Executors, Administrators and Assigns, from the Time of Determination of Payment of the said yearly Sum of 40*l.* for and during and until such Time only as

Recital of Debts owing, not able to pay, but is willing to assign Part of his Salary in Satisfaction, *&c.*

Assignees agree to pay Creditors.

First Consideration, Assignment of Part of Salary.

as the further Sum of 8 *s.* in the Pound, Reſidue of the ſaid 20*s.* in the Pound, ſhall be to them the ſaid ſeveral Creditors fully paid and ſatisfied their ſaid ſeveral and reſpective Debts, in ſuch Manner as herein after is alſo mentioned and expreſſed; *And* the ſaid *J. S.* doth hereby requeſt, deſire and direct —— Eſq; the preſent Serjeant to the ſaid Houſe of Commons and his Succeſſors, to pay unto the ſaid *R. H.* and *B. R.* their Executors, Adminiſtrators or Aſſigns, during ſuch Time as he the ſaid *J. S.* ſhall continue and be a Meſſenger to the ſaid Houſe of Commons, the ſeveral yearly Sums of 40*l.* and 20*l.* ſo reſpectively payable to them the ſaid *R. H.* and *B. R.* during the Time aforeſaid, and that their Receipts ſhall be as good and effectual Receipts and Diſcharges to him or them, as if the ſame had been actually given and ſigned by him the ſaid *J. S.* **And** each of them the ſaid *R. H.* and *B. R.* for themſelves and for their reſpective Executors and Adminiſtrators, do hereby ſeverally covenant, promiſe and agree, to and with each and every of them the ſaid Creditors executing theſe Preſents, their Executors, Adminiſtrators and Aſſigns, in Manner as follows, *viz.* That they the ſaid *R. H.* and *B. R.* their Executors, Adminiſtrators or Aſſigns, on Receipt of the ſaid herein before aſſigned yearly Sum of 40*l.* ſhall and will, upon Receipt thereof, pay the ſame unto the ſaid Creditors executing theſe Preſents, and to their reſpective Executors, Adminiſtrators or Aſſigns, as Part of and towards Diſcharge of their ſaid Debts in equal Proportions, and that according to the Quantum of their ſaid ſeveral and reſpective Debts in the ſaid Schedule mentioned; **And further,** that in caſe the ſaid hereby aſſigned yearly Sum of 40*l.* ſhall not be paid to them the ſaid *R. H.* and *B. R.* as aforeſaid; then and in ſuch Caſe, but not otherwiſe, they the ſaid *R. H.* and *B. R.* or one of them, their or one of their Executors or Adminiſtrators, ſhall and will, during ſuch Time only as he the ſaid *J. S.* ſhall continue a Meſſenger to the ſaid Houſe of Commons, but no longer, out of their own proper Monies well and truly pay or cauſe to be paid unto each and every of the ſaid Creditors executing theſe Preſents, and to the reſpective Executors, Adminiſtrators and Aſſigns, the ſaid yearly Sum of 40*l.* as Part of and in Diſcharge of their ſaid ſeveral and reſpective Debts in the ſaid Schedule mentioned, in Manner as aforeſaid, to be paid to them reſpectively by equal half-yearly Payments on the two Feaſt Days following, (to wit), on the Nativity of St. *John* the Baptiſt, and the Birth of our Lord *Chriſt*; the firſt of which half-yearly Payments to begin and be made on the Feaſt-Day of St. *John* the Baptiſt now next enſuing, and ſo to continue payable until ſuch Time only as they the ſaid ſeveral Creditors ſhall reſpectively be fully paid the ſaid Sum of 12*s.* in the Pound, towards Diſcharge of the ſaid ſeveral Debts as aforeſaid; **And** the ſaid *R. H.* and *B. R.* for themſelves, and for their Executors, Adminiſtrators and Aſſigns, do hereby further covenant, promiſe and agree, to and with the ſaid Creditors executing theſe Preſents, that they the ſaid *R. H.* and *B. R.* their Executors, Adminiſtrators or Aſſigns, from and after Payment of the ſaid yearly Sum of 40*l.* in Manner as aforeſaid, on Receipt of the ſaid other yearly Sum of 20*l.* ſo aſſigned to them as aforeſaid, ſhall and will upon Receipt thereof, after deducting thereout all ſuch Coſts, Charges, Expences and Damages, which they ſhall pay, ſuſtain or be put unto, on Account, or for or in reſpect of their receiving or paying the ſaid hereby aſſigned yearly Sum of 20*l.* and which he the ſaid *J. S.* doth hereby impower and direct them ſo to do, well and truly pay the ſame to all and every the Creditors executing theſe Preſents, and to their reſpective Executors, Adminiſtrators and Aſſigns, for and during and until ſuch Time only as they the ſaid Creditors and their reſpective Repreſentatives ſhall be fully paid their reſpective Debts of 20*s.* in the Pound in the ſaid Schedule mentioned; the ſaid yearly Sum of 20*l.* ſo payable to the ſaid Creditors in Manner as aforeſaid, to be paid to them the ſaid Creditors reſpectively by equal Proportions on the two half-yearly Feaſt-Days, according to the Quantum of their ſaid reſpective Debts, until the ſame ſhall be fully paid and ſatisfied; the firſt of which Payments of the ſaid yearly Sum of 20*l.* to begin and be made on ſuch of the two Feaſt-Days as ſhall next happen after Determination of Payment of the ſaid yearly Sum of 40*l.* **And this Indenture witneſſeth,** That they the ſaid Creditors executing theſe Preſents (in Purſuance and Performance of their Part of the ſaid recited Agreement, and in Conſideration of their reſpective Debts ſo to be paid to them during the Time and in Manner as aforeſaid, and for other good Conſiderations them moving) **Do** and each and every of them **Doth** for himſelf ſeverally, and not the one for the other, and for his and their own reſpective Executors, Adminiſtrators and Aſſigns only, ſeverally covenant, promiſe and agree, to and with the ſaid *J. S.* his Executors and Adminiſtrators, by theſe Preſents, that they the ſaid Creditors will accept of the ſaid yearly Sum of 40*l.* and 20*l.* ſo to be paid during the Continuance of his being a Meſſenger, and Payment to them of their reſpective Debts at the ſeveral Times, and in Manner as aforeſaid; **And** that they the ſaid Creditors, upon ſuch full Payment of their ſaid reſpective Debts, ſhall and will, at the Requeſt and Charge of the ſaid *J. S.* his Executors and Adminiſtrators, give unto him and them a full and ſufficient Releaſe and Diſcharge for the ſame; **And further,** that they the ſaid Creditors executing theſe Preſents, and each and every of them, doth hereby give and grant unto the ſaid *J. S.* full and free

Deſirous to pay the Salary.

Covenant to pay the Creditors 12*s.* in the Pound.

Second Conſideration, As to Creditors Acceptance of Monies payable as above, giving Releaſes, &c. and in the mean Time not to ſue, &c.

Liberty, Licence and safe Conduct to go, come, abide, sojourn, pass and repass with his Goods and Chattels, to or at any Place or Places whatsoever and wheresoever, and at all Times from the Date hereof, in such Manner as he shall think fit; **And** that in case the said *J. S.* shall at any Time in his Person, Goods or Chattels, during the Time aforesaid, be arrested, troubled, attached or molested by any of the said Creditors, or by their or any of their Act, Means, Consent or Procurement, for or on Account of any such Debt so now due from him as aforesaid, and be not thereof forthwith released and discharged; then and in such Case the said *J. S.* shall from thenceforth, and is and shall by virtue of these Presents be absolutely acquitted, released or discharged, of and from every such Debts so now due to every such Creditor, who shall so arrest, trouble, attach or molest the said *J. S.* during the Time aforesaid, contrary to the true Intent and Meaning of these Presents. **In Witness**, &c.

An Assignment of 5 l. *(payable by a Box-Club at the Death of the Assignor, to his Executors, Administrators or Assigns) to a Creditor in Satisfaction of his Debt.*

To all Persons, &c. I *S. W.* of, *&c.* (a Member of a Society or Box-Club held at the Bell Alehouse in, *&c.* send Greeting. **Whereas** I the said *S. W.* am now justly indebted unto *J. N.* of, *&c.* in the Sum of 5 *l.* **And whereas** the Executors, Administrators or Assigns of me the said *S. W.* at my being a Member of the said Society or Box-Club, will be intitled to receive the Sum of 5 *l.* from the said Club immediately after my Death: **Now these Presents witness**, that in regard I am not able to pay the said *J. N.* the said Sum of 5 *l.* so due from me to him as aforesaid, and being desirous to secure Payment thereof, and for which Purpose I the said *S. W.* do hereby oblige and bind myself, my Executors and Administrators, unto the said *J. N.* his Executors, Administrators and Assigns, in the penal Sum of 10 *l.* of lawful Money, for the true Payment of the said Sum of 5 *l.* unto the said *J. N.* his Executors, Administrators and Assigns; the same to be paid to him and them within the Space of 14 Days next after my Death; **And** I do hereby give, grant, assign and bequeath unto the said *J. N.* his Executors, Administrators and Assigns, the said Sum of 5 *l.* so payable after my Death by the said Society or Box-Club at the Time and in Manner as aforesaid; **And** I do hereby request, direct and impower the then Steward or Stewards of the said Society or Box-Club to pay the said Sum of 5 *l.* unto the said *J. N.* his Executors, Administrators or Assigns, after my Death accordingly; and that his or their Receipt for the same shall be as good and effectual Discharges for the same 5 *l.* as if the same had been signed and given by my Executors or Administrators. **In Witness**, &c.

An Assignment by several Creditors (to whom two Copartners the Debtors had assigned a Bond, Annuity and Mortgage in Satisfaction of their Debts, the Surplus to the Assignors) to Trustees for all the Creditors of the said Copartners, and by the Copartners, of Debts in a Schedule upon the same Trusts; and one of the Creditors covenants to pay a Sum of Money which is to be applied to the same Uses.

This Indenture Quadripartite, &c. **Between** *W. P.* and *W. T.* both of, *&c.* Copartners, of the first Part, *E. P.* Citizen and Poulterer of *London*, *R. T.* of, *&c.* Founder, and *J. T.* of, *&c.* Weaver, of the second Part, *J. S.* of, *&c.* Malster, *S. S.* of, *&c.* Gent. *J. D.* of, *&c.* Hop Merchant, three of the Creditors of the same *W. P.* and *W. T.* and Trustees nominated by the rest of the Creditors of the said *W. P.* and *W. T.* (Parties hereto) of the third Part, and *J. Y.* of, *&c.* Malster, *J. T.* of the, *&c.* Malt Factor, *G. H.* of, *&c.* Malster, *J. C.* of, *&c.* *W. C.* of, *&c.* Back-Maker, *J. B.* of, *&c.* Bricklayer, *H. E.* of, *&c.* Plumber, *J. A.* of, *&c.* Farrier, *R. C.* of, *&c.* Lighterman, *P. S.* of, *&c.* Hoop-Bender, *J. S.* of, *&c.* Cooper, *H. F.* of, *&c.* Sadler, *T. R.* of, *&c.* Coal Merchant, *J. S. O.* of, *&c.* Distiller, *S. H.* Widow, Executrix of her late Husband *E. H.* late of, *&c.* Collar Maker, deceased, *W. B.* of, *&c.* Esq; *H. P.* of, *&c.* Malster, and *J. F.* of, *&c.* Gent. other of the Creditors of the said *W. P.* and *W. T.* of the fourth Part. **Whereas** the said *W. P.* and *W. T.* are and stand justly and truly indebted unto the said several Persons herein before mentioned to be their Creditors in divers Sums of Money to them respectively due and owing, and by Reason of several great Losses and Misfortunes which have happened unto them the said *W. P.* and *W. T.* they are hereby rendered unable to pay unto the said Creditors their whole Debts; but in order to make unto the said Creditors the utmost Recompence and Satisfaction for their said Debts, which they are capable of making, they the said *W. P.* and *W. T.* have proposed to make an absolute Assignment of the several Debts, by the Schedule or Inventory of Debts herein after contained or mentioned, due to the said *W. P.* and *W. T.*

Parties, the Debtors and all their Creditors.

Copartners in Debt.

Unable to pay.

Debts due as in the Schedule.

W. T. from the ſeveral Perſons in the ſame Schedule or Inventory mentioned, unto the ſaid *J. S. S. S.* and *J. D.* at the Nomination and Appointment of the ſaid other Creditors of the ſaid *W. P.* and *W. T.* Parties thereto, in Truſt for themſelves and the ſaid other Creditors, in ſuch Manner as is herein after mentioned: **And whereas** *D. E.* of, *&c.* Victualler, by one Obligation, or Writing obligatory, bearing Date the, *&c.* became bound unto the ſaid *W. P.* and *W. T.* in the Sum of 200*l.* of, *&c.* with Condition thereunder written, for Payment of 100*l.* with lawful Intereſt for the ſame, to the ſaid *W. P.* and *W. T.* on, *&c.* then next enſuing: **And whereas**, by one Indenture *Tripartite*, bearing Date, *&c. B. S.* of, *&c.* one of the Sons of *B. S.* deceaſed, who was Son of *F. S.* deceaſed, of the firſt Part, *P. L.* of *L.* *&c.* Gent. of the ſecond Part, and the ſaid *W. P.* and *W. T.* of the third Part, *Reciting*, that *F. S.* late of, *&c.* by his laſt Will, *&c.* did give, *&c.* to his truſty Friends *G. L.* and *M. H.* their, *&c.* all that his the ſaid Teſtator's Annuity of 77*l. per Annum*, iſſuing out of the Exciſe of Beer, Ale and other Liquors, or from and out of ſome other parliamentary Fund or Security, and was payable to him the ſaid Teſtator out of the Exchequer, in Truſt and Confidence, the Iſſues and Profits of the ſaid Annuity, to his the ſaid Teſtator's Son *B. S.* for that they ſhould give and pay, and during the Term of his natural Life, and from and after his Deceaſe, to and amongſt ſuch Children of the ſaid *B. S.* as ſhould be living at the Time of his Death, Share and Share alike, for and during the Reſt and Reſidue of the Term then to come and unexpired in the ſaid Annuity; and of his ſaid Will the ſaid Teſtator made the ſaid *G. L.* and *T. D.* and *J. H.* Executors, who duly proved the ſaid Will, and ſince the Death of the ſaid Teſtator the ſaid *B. S.* the ſaid Teſtator's Son, alſo departed this Life, leaving at the Time of his Death ſix Children, whereof the ſaid *B. S.* Party to the ſame Indenture *Tripartite*, was one, and thereby well intitled to one ſixth Part of the ſaid Iſſues and Profits of the ſaid Annuity; *And alſo reciting* that the ſaid *B. S.* Party to the ſame Indenture *Tripartite*, was on the Day of the Date thereof juſtly and truly indebted to the ſaid *W. P.* and *W. T.* in the full Sum of 108*l.* 10*s.* and that for ſecuring the Payment of the ſaid Sum of 108*l.* 10*s.* ſo due as aforeſaid from the ſaid *B. S.* Party to the ſaid Indenture *Tripartite*, to the ſaid *W. P.* and *W. T.* the ſaid *B. S.* Party to the ſame Indenture *Tripartite*, agreed, and thereby did agree to aſſign and aſſure all the Right, Title, Intereſt and Share, Benefit, Claim and Demand whatſoever of him the ſaid *B. S.* Party to the ſame Indenture *Tripartite*, of, in, to or out of the ſaid Annuity or yearly Income of 77*l.* before mentioned, unto the ſaid *P. L.* his, *&c.* in ſuch Manner and for ſuch Uſes and Intents as in the ſame Indenture *Tripartite* are after mentioned, **Now** the ſaid *B. S.* Party to the ſaid Indenture *Tripartite*, for the Conſiderations aforeſaid, and for divers other, *&c. Did* grant, *&c.* aſſign, *&c.* unto the ſaid *P. L.* his, *&c.* all that the one full ſixth Part or Share of the ſaid *B. S.* Party, *&c.* of and in the ſaid Annuity of 77*l. per Annum*, and all the Eſtate, *&c.* for and during all the Reſt, *&c.* of the Term then to come and unexpired of and in the ſaid Annuity; *And* the better to enable the ſaid *P. L.* to recover and receive the ſaid ſixth Part or Share of the ſaid Annuity, the ſaid *B. S.* Party, *&c. Did* nominate, *&c.* the ſaid *P. L.* his true, *&c.* to aſk, *&c.* of the ſaid *G. L.* and *M. H.* and each of them, and alſo to aſk, demand and receive out of his Majeſty's Exchequer, of and from the Lord High Treaſurer or the Lords Commiſſioners for executing the Office of Lord High Treaſurer of *Great Britain* for the Time being, or ſuch other Perſon or Perſons who ought to pay the ſame, the ſaid ſixth Part or Share of the Iſſues and Profits of the ſaid Annuity of 77*l. per Annum*, until the ſaid ſixth Part or Share of the ſame Annuity could be ſold; and as ſoon as the ſame could be ſold, to ſell and diſpoſe of the ſame to any Perſon or Perſons whatſoever, for the beſt Price that could be got for the ſame; *In Truſt nevertheleſs*, and to the Intent and Purpoſe that the ſaid *P. L.* his Executors, Adminiſtrators and Aſſigns, did and ſhould diſpoſe of, and apply all ſuch Monies as he ſhould receive by virtue of the ſaid Indenture, either out of the Iſſues or Profits of the ſaid Annuity or by Sale thereof, to the Uſes and Purpoſes therein after mentioned, that is to ſay, In the firſt Place, that the ſaid *P. L.* his, *&c.* did and ſhould out of all ſuch Monies, pay and ſatisfy unto the ſaid *W. P.* and *W. T.* the ſaid Sum of 108*l.* 10*s.* then due and owing to them as aforeſaid, and after Payment thereof, and all Coſts and Charges relating to the Execution of the ſaid Truſt, did and ſhould pay the Overplus of ſuch Money unto the ſaid *B. S.* Party, *&c.* his, *&c.* and in and by the ſaid Indenture *Tripartite*, *It is further recited*, that the ſaid *F. S.* in and by his ſaid laſt Will and Teſtament before mentioned, *Did* give, deviſe and bequeath all that his Reverſion in Fee-ſimple expectant upon the Eſtate for Life, of one *E. H.* Wife of *W. H.* of one fifth Part of ſeveral Houſes and Lands in *W.* and elſewhere in the County of *M.* which Eſtate was, at the Time of making the ſaid Will, and on the Day of the Date of the ſaid Indenture, the Jointure of the ſaid *E. H.* and of the yearly Value of 329*l. per Annum* or thereabouts, to all his the ſaid Teſtator's Grand Children that ſhould be living at the Time of his Death; *To have and to hold* to them, their Heirs and Aſſigns for ever in common, Share and Share alike; and it is alſo thereby *recited*, that the ſaid *B. S.* Party, *&c.* by virtue of the ſaid Will, as one

Agreement for Aſſignment. A Bond Debt due.

Recital of a Mortgage to ſecure a Sum payable out of an Annuity to the Aſſignors.

one of the Grand Children of the ſaid *F. S.* was ſeiſed in Fee-ſimple, expectant on the Eſtate for Life of the ſaid *E. H.* of and in one full ninth Part of a fifth Part of the ſame Houſes and Lands; and in and by the ſame Indenture *It is further witneſſed*, that for the further and better ſecuring the Payment of the ſaid Sums of 108*l.* 10*s.* together with lawful Intereſt for the ſame, after the Rate of 5*l. per Cent. per Ann.* unto the ſaid *W. B.* and *W. T.* their, *&c.* and for other, *&c. He* the ſaid *B. S.* Party, *&c. Did* demiſe, *&c.* unto the ſaid *P. L.* all that one full ninth Part of the ſaid fifth Part of the ſaid Houſes, *&c.* mentioned or intended to be deviſed in and by the ſaid laſt Will and Teſtament of the ſaid *F. S.* and alſo all other the Meſſuages, *&c.* whatſoever of him the ſaid *B. S.* Party, *&c.* lying and being in *W.* as aforeſaid, or elſewhere in, *&c. To have*, *&c.* the ſaid, *&c.* unto the ſaid *P. L.* his, *&c.* from, *&c.* for 500 Years, without Impeachment, *&c. In Truſt nevertheleſs* for the ſaid *W. P.* and *W. T.* their Executors, Adminiſtrators and Aſſigns, and for the further and better ſecuring to them the Payment of the ſaid Debt of 108*l.* 10*s.* and Intereſt ſo due unto them as aforeſaid, and to or for no other Uſe, Intent or Purpoſe whatſoever: **And whereas**, by one other Indenture *Tripartite*, made, *&c. Between* the ſaid *W. P.* and *W. T.* of the firſt Part, the ſaid *E. P.* of the ſecond Part, and the ſaid *R. T.* and *J. T.* of the third Part, *Reciting*, amongſt other Things, to the Effect herein before recited, of and concerning the ſaid Bond from the ſaid *D. E.* and the ſaid Mortgage or Security from the ſaid *B. S. and alſo reciting*, that the ſaid *W. P.* and *W. T.* then were and ſtood indebted to the ſaid *E. P.* in ſeveral Sums of Money therein particularly mentioned, and which do amount in the whole unto the Sum of 1500*l.* and that the ſaid *W. P.* and *W. T.* then alſo were and ſtood indebted unto the ſaid *R. T.* in the Sum of 200*l.* and to the ſaid *J. T.* in the Sum of 200*l.* with the Intereſt for the ſame Sums of Money then due to the ſaid *E. P. R. T.* and *J. T.* reſpectively, in ſuch Manner as is therein particularly mentioned, *and alſo reciting*, that for the better ſecuring, and for and towards Payment and Satisfaction of the ſaid ſeveral principal Sums of Money, and Intereſt due and to grow due for the ſame, to the ſaid *E. P. R. T.* and *J. T.* reſpectively, they the ſaid *W. P.* and *W. T.* had propoſed and agreed, amongſt other Things, to aſſign the ſaid Bond from the ſaid *D. E.* to the ſaid *W. P.* and *W. T.* and alſo the ſaid Mortgage or Security from the ſaid *B. S.* to the ſaid *W. P.* and *W. T.* and all Monies due or to grow due for Principal and Intereſt on the ſame Bond and Mortgage from the ſaid *D. E.* and *B. S.* reſpectively to the ſaid *E. P.* in ſuch Manner as is therein after mentioned; *They* the ſaid *W. P.* and *W. T.* for the Conſiderations aforeſaid, *Did*, *inter alia*, grant, transfer, aſſign and ſet over, unto the ſaid *E. P.* (at the Nomination, and by and with the Conſent and Approbation of the ſaid *R. T.* and *J. T.* teſtified, *&c.*) his, *&c.* the ſaid Obligation or Writing obligatory from the ſaid *D. E.* to the ſaid *W. P.* and *W. T.* and all the Benefits, Commodity, Sum and Sums of Money that might be obtained, gotten or received, by Reaſon or Means of the ſame Obligation; **And** the ſaid *W. P.* and *W. T. Did* alſo for the Conſiderations aforeſaid, grant, *&c.* unto the ſaid *E. P.* (at the like Nomination, and by and with the like Conſent and Approbation of the ſaid *R. T.* and *J. T.* teſtified as aforeſaid), his Executors, Adminiſtrators and Aſſigns, *All* that the ſaid one full ſixth Part or Share of and in the afore-mentioned Annuity of 77*l. per Annum*, and the Iſſues and Profits thereof, and all the Eſtate, *&c.* of them the ſaid *W. P.* and *W. T.* or either of them, of, in, to or out of the ſame Annuity, for and during all the Reſt, *&c.* of the Term then to come and unexpired, of and in the ſaid Annuity; *And alſo* all that one full ninth Part of the ſaid fifth Part of the ſaid Houſe, *&c.* at *W.* aforeſaid, and all other the Lands, *&c.* granted, *&c.* by the ſaid Indenture dated, *&c.* and all the Eſtate, *&c.* of them the ſaid *W. P.* and *W. T.* or either, *&c.* of, in, *&c. And all* and every Sum and Sums of Money, due or to grow due, by Virtue or Means of the ſame Indenture, together with the ſame Indenture; *To hold* the ſame Meſſuage, *&c.* to the ſaid *E. P.* his, *&c.* for, *&c.* all the Reſidue, *&c.* of the ſaid Term of 500 Years therein, *&c. Subject nevertheleſs* to the Power and Equity of Redemption of the ſame Premiſſes by the ſaid *B. S.* his Heirs, *&c.* in which the ſaid Indenture, dated, *&c.* is contained a Proviſo and Declaration by all the Parties thereto, that the Aſſignment therein contained of the ſaid Bond from the ſaid *D. E.* and of the ſaid ſixth Part of the ſaid Annuity, and of the ſaid Mortgage of the ſaid Meſſuages, *&c.* at *W.* were ſo made as aforeſaid to the ſaid *E. P.* in Truſt, that he ſhould, amongſt other Things, get in and receive the ſaid ſeveral Sums of Money due from the ſaid *B. E.* and *B. S.* reſpectively as aforeſaid, and that by and out of the Money ariſing thereby, and by Sale of divers other Things, by the ſame Indenture bargained, ſold and aſſigned to the ſaid *E. P.* by the ſaid *W. P.* and *W. T.* he the ſaid *E. P.* ſhould in the firſt Place retain all ſuch Coſts and Expences as he ſhould ſuſtain or be put unto, in or about the Execution of the Truſt thereby in him repoſed, and ſhould out of the Reſidue thereof divide and pay to himſelf and the ſaid *R. T.* and *J. T.* their ſaid reſpective principal Debts, and all Intereſt thereof, if the ſame ſhould be ſufficient for that Purpoſe, and ſhould pay the Overplus, if any, to the ſaid *W. P.* and *W. T.* and if ſuch Reſidue ſhould not be ſufficient to

Recital of Aſſignment of ſaid Bond, Annuity and Mortgage to *E. P.* with Conſent of *R. T.* and *J. T.*

In Truſt,

to pay Charges.

Reſidue to pay *R. T.* and *J. T.* their Debts.

Overplus to pay the Aſſignor.

pay the ſaid *E. P. R. T.* and *J. T.* the whole of their ſaid principal Debts and Intereſt, then that the ſaid *E. P.* ſhould pay and divide ſuch Reſidue to and amongſt himſelf and the ſaid *R. T.* and *J. T.* equally in Proportion to the reſpective Sums of Money due to them reſpectively, for their ſaid principal Debts and Intereſt thereof, as in and by the ſame laſt recited Indenture, Relation, *&c.* **And whereas** for and towards further Payment and Satisfaction of the ſaid Debts ſo due and owing, as aforeſaid, from the ſaid *W. P.* and *W. T.* to their ſaid ſeveral Creditors herein before mentioned, Parties hereto, they the ſaid *E. P. R. T.* and *J. T.* have propoſed and agreed to aſſign the ſaid Bond from the ſaid *D. E.* to the ſaid *W. P.* and *W. T.* and alſo the ſaid Mortgage or Security from the ſaid *B. S.* to the ſaid *W. P.* and *W. T.* and all Money due and to grow due for Principal and Intereſt on the ſame Bond and Mortgage from the ſaid *D. E.* and *B. S.* reſpectively, to the ſaid *J. S. S. S.* and *J. D. in Truſt* for themſelves and the ſaid other Creditors, Parties hereto, of the ſaid *W. P.* and *W. T.* in ſuch Manner as is herein after mentioned: **And whereas,** for and towards further Payment and Satisfaction of the ſaid Debts ſo due and owing, as aforeſaid, from the ſaid *W. P.* and *W. T.* to their ſaid ſeveral Creditors, (Parties hereto) the ſaid *E. P.* has propoſed and agreed to give and pay unto the ſaid *J. S. S. S.* and *J. D.* the Sum of 50*l.* in Truſt for themſelves and the ſaid other Creditors of the ſaid *W. P.* and *W. T.* as aforeſaid: **And whereas** all the ſaid Creditors, Parties hereto, of the ſaid *W. P.* and *W. T.* for and in Conſideration of ſuch Aſſignment to be made, as aforeſaid, of the ſaid Debts in the ſaid Schedule herein after contained, and of the ſaid Bond from the ſaid *D. E.* and the ſaid Mortgage or Security from the ſaid *B. S.* and alſo of the ſaid 50*l.* to be paid by the ſaid *E. P.* as aforeſaid, have, and every of them hath conſented and agreed to accept and take the ſame, in full Recompence and Satisfaction for all and every of their ſeveral Debts and Demands whatſoever, to them or any of them due or owing from the ſaid *W. P.* and *W. T.* and in Conſideration thereof abſolutely to releaſe and acquit the ſaid *W. P.* and *W. T.* of and from all ſuch Debts and Demands in ſuch Manner as is herein after mentioned: **Now this Indenture witneſſeth,** That in Purſuance of the ſaid Agreement herein before contained on the Part and Behalf of the ſaid *W. P.* and *W. T.* and in Conſideration of the Sum of 5*s.* a-piece to them the ſaid *W. P.* and *W. T.* now in Hand paid at and before the Sealing and Delivery hereof, by the ſaid *J. S.* and *S. S.* and *J. D.* the Receipt whereof is hereby acknowledged, they the ſaid *W. P.* and *W. T.* **have,** and each of them **hath** aſſigned, transferred and ſet over, and by theſe Preſents **Do** and each of them **doth** fully, *&c.* unto the ſaid *J. S. S. S.* and *J. D.* at the Nomination, and by and with the Conſent, Direction and Appointment of all the ſaid other Creditors, Parties hereto, teſtified by their being Parties to, and ſealing and executing of theſe Preſents, their Executors, Adminiſtrators and Aſſigns, the ſeveral Debts due unto the ſaid *W. P.* and *W. T.* in the Schedule herein after contained, mentioned and compriſed, and all other the Debts now due and owing to them the ſaid *W. P.* and *W. T.* **To have,** hold, receive and take the ſame, unto the ſaid *J. S. S. S.* and *J. D.* their Executors, Adminiſtrators and Aſſigns, to and for the Purpoſes, and upon the Truſts herein after more particularly ſpecified and declared of and concerning the ſame. **And** the ſaid *W. P.* and *W. T.* for themſelves, *&c.* hereby covenant, *&c.* to and with the ſaid *J. S. S. S.* and *J. D.* their, *&c.* in Manner, *&c.* that they the ſaid *W. P.* and *W. T.* or either of them, have not acquitted, releaſed or otherwiſe diſcharged the ſaid Debts in the Schedule herein after contained and mentioned, nor the ſaid Debts due as aforeſaid from the ſaid *D E.* and *B. S.* or any of them, or any Part of them, or any of them, nor ſhall nor will at any Time or Times hereafter, receive, releaſe or diſcharge the ſame or any of them, or wittingly or willingly diſown, diſcontinue or become nonſuit in any Action or Suit to be brought or commenced for Recovery of them or any of them, without the Conſent in Writing under the Hands of the ſaid *J. S. S. S.* and *J. D.* or ſome or one of them firſt had and obtained; **But** will at all Times hereafter do any ſuch further reaſonable Act or Acts as ſhall be required, for the better enabling the ſaid Truſtees to recover and receive the ſaid Debts. **And this Indenture further witneſſeth,** That for and in Purſuance and Performance of the ſaid Agreement herein before mentioned or contained, on the Part or Behalf of the ſaid *E. P. R. T.* and *J. T.* to be performed, the ſaid *E. P.* by and with the Direction and Approbation of the ſaid *R. T.* and *J. T.* teſtified by their being Parties to, and ſealing and executing of theſe Preſents, and alſo the ſaid *R. T.* and *J. T.* and alſo the ſaid *W. P.* and *W. T.* by and with the Direction and Approbation of the ſaid *E. P. R. T.* and *J. T.* teſtified as aforeſaid, **have,** and each and every of them **hath** granted, transferred, aſſigned and ſet over, and by, *&c.* **Do,** and each and every of them **doth** grant, *&c.* unto the ſaid *J. S. S. S.* and *J. D.* at the like Nomination, and by and with the like Conſent and Approbation of the ſaid other Creditors, Parties hereto, teſtified as aforeſaid, their Executors, Adminiſtrators and Aſſigns, **The** ſaid Obligation or Writing obligatory from the ſaid *D. E.* to the ſaid *W. P.* and *W. T.* and all the Benefit, Commodity, Sum and Sums of Money that may or can be obtained, gotten or received, by Reaſon or

For further Payment of Debts to the Creditors, Parties hereto, *E. P. R. T.* and *J. T.* agree to aſſign ſaid Bond and Mortgage to the Truſtees herein, in Truſt for themſelves and the other Creditors; and *E P.* agrees to pay them 50*l.*

The Creditors, in Conſideration of Aſſignments, agree to accept them in full.

Aſſignment by the Partners of their Debts in the Schedule.

Upon Truſt.

The Copartners covenant that they have not diſcharged their Debts due to them.

Further Acts.

Aſſignment of the Bond by the Creditors to whom the ſame was before aſſigned to the Truſtees herein,

or Means of the same Obligation. **And this Indenture also witnesseth,** That for the Considerations aforesaid, and for and in Consideration of the Sum of 5*s.* a-piece to the said *E. P. R. T.* and *J. T.* in Hand paid by the said *J. S. S. S.* and *J. D.* the Receipt, *&c.* and for divers other, *&c.* the said *E. P.* by and with the like Direction and Approbation of the said *R. T.* and *J. T.* testified as aforesaid, and also the said *R. T.* and *J. T.* **Have** and each and every of them **Hath** granted, *&c.* and by, *&c.* **Do** and each and every of them **Doth** grant, *&c.* unto the said *J. S. S S.* and *J. D.* at the like Nomination, and by and with the like Consent and Approbation of the said other Creditors, Parties hereto, testified as aforesaid, their Executors, Administrators and Assigns, all that the aforesaid one full sixth Part or Share of and in the aforementioned Annuity of 77*l. per Annum*, and the Issues and Profits thereof, and all the Estate, *&c.* of, in, to or out of the same Annuity, for and during all the Rest, Residue and Remainder of the Term now to come and unexpired of and in the said Annuity: **And also all** that one full ninth Part of a fifth Part of the said Houses, *&c.* at *W.* aforesaid, and all other the Lands, *&c.* whatsoever granted or decreed, demised in and by the said Indenture, dated, *&c.* with their, *&c.* and all the Estate, *&c.* of them the said *E. P. R. T. J. T. W. P.* and *W. T.* or any of them, of, in, *&c.* and also all and every Sum and Sums of Money, due or to grow due by Virtue or Means of the same Indenture, together with the same Indenture; **To have and to hold** the same Messuages, Lands, *&c.* unto the said *J. S. S. S.* and *J. D.* their, *&c.* for and during all the Residue and Remainder of the said Term of 500 Years therein now to come and unexpired, in as large, ample and beneficial Manner and Form to all Intents and Purposes, as they the said *E. P. R. T. J. T. W. P.* and *W. T.* or any of them, might, could, should or ought to have had, held or enjoyed the same; **Subject nevertheless** to the Power or Equity of Redemption of the same Premisses by the said *B. S.* his Heirs, Executors, Administrators or Assigns; **And** the said *E. P. R. T. J. T.* do by these Presents for themselves severally, and for their several and respective Executors and Administrators, and not jointly nor one of them for the other of them, nor for the Executors or Administrators of the other of them, covenant, *&c.* to and with the said *J. S.* and *S. S.* and *J. D.* their, *&c.* that they the said *E. P. R. T.* and *J. T.* or any of them, have not, nor hath received the Money due on the Bond herein before mentioned to be given and executed by the aforesaid *D. E.* or any Part thereof, nor otherwise released or discharged the same Bond, nor have not, nor hath received the said Sum of 108*l.* 10*s.* herein before mentioned to be due from the said *B. S.* or any Part thereof, or any Interest for the same, nor have not, nor hath made any former or other Grant, Bargain, Sale or Assignment of the said Messuages, *&c.* herein before assigned, or any Part thereof, nor done, or wittingly or willingly suffered to be done any Act, *&c.* whereby or wherewith the same Messuages, *&c.* is, are or may be any way impeached, charged or incumbered in Title, Charge, Estate, or otherwise howsoever; **And** the said *W. P.* and *W. T.* do hereby make, constitute and ordain the said *J. S.* and *S. S.* and *J. D.* their true and lawful Attorney and Attornies irrevocable jointly and severally, and do give and grant unto them full Power and Authority in the Names of the said *W. P.* and *W. T.* or either of them, and in their Place and Stead to demand and receive all or any the several Sums of Money in the Schedule herein after contained mentioned, and also all Money due and to grow due on the Security herein before mentioned from the said *D. E.* and *B. S.* respectively, and to sue for and recover in any Court or Courts of Law or Equity, and before any Judge or Judges whatsoever, the same several Sums of Money; and also to release, acquit and discharge the same, and to do, and to cause to be done, all and every Act, Matter and Thing, for the Recovering, Obtaining and Getting in, Compounding, Releasing and Discharging the same, or any of them, which they the said *W. P.* and *W. T.* or either of them, in their own Persons or Person, may or might do or cause to be done; and also to detain and keep all such Money so to be received, to and for the Uses, and upon the Trust herein after mentioned, of and concerning the same; **And** the said *E. P.* for himself, *&c.* doth hereby covenant, *&c.* to and with the said *J. S. S. S.* and *J. D.* their, *&c.* that he the said *E. P.* his Heirs, *&c.* shall and will within two Calendar Months from the Day of the Date hereof, well and truly pay, or cause to be paid unto the said *J. S. S. S.* and *J. D.* their, *&c.* the Sum of 50*l.* of, *&c.* to and for the Uses, and upon the Trusts herein after mentioned, of and concerning the same. **Provided always, and it is hereby declared and fully agreed** by and between all the said Parties to these Presents, to be the true Intent and Meaning of them and of these Presents, that the Assignment of the Debts in the Schedule herein after contained mentioned, and also the said Assignment herein before contained of the said Bond from the said *D. E.* and also the said Assignment herein before contained of the said sixth Part of the said Annuity, and of the said Mortgage of the said Messuages, *&c.* at *W.* aforesaid, so made as aforesaid, and the said 50*l.* herein before covenanted to be paid by the said *E. P.* is so to be paid unto the said *J. S. S. S.* and *J. D.* their Executors, Administrators and Assigns, **In Trust** that they do and shall (after deducting and retaining to themselves all such Costs, Charges and Expences, which they, or any of them, shall sustain or be put unto, in or about the Execution of the Trust hereby

and of the Annuity,

and of the Premisses demised.

Habendum.

Subject, *&c.*

The said Creditors covenant with the Trustees that they have not received the Money on the Bond, nor released the same, nor made any other Assignment of said Messuages, *&c.*

Copartners make the Trustees their Attornies to receive Debts in the Schedule and Security aforesaid, *&c.*

For the Uses hereafter mentioned.

E. P. covenants to pay said 50*l* upon the Trusts.

Declaration of the Trust

(after deducting Expences),

hereby in them repoſed) divide and pay all ſuch Monies, as they, or any of them ſhall receive, by and out of the ſaid Debts in the ſaid Schedule mentioned, and of the ſaid Debts ſo due as aforeſaid from the ſaid *D. E.* and *B. S.* reſpectively, and of the ſaid 50*l.* ſo to be paid by the ſaid *E. P.* as aforeſaid, unto and amongſt themſelves, and all the ſaid other Creditors of the ſaid *W. P.* and *W. T.* Parties hereunto, in Proportion to their ſeveral and reſpective Debts to them due and owing reſpectively, without preferring one of the ſaid Creditors before the other of them, for or in Reſpect, or by Reaſon that his or their Debt or Debts, is or are of an higher Nature in the Law than the other of them, but equally and proportionably, according to the reſpective Debts due and owing to all the ſaid Creditors, Parties hereunto reſpectively, and not otherwiſe; **And this Indenture further witneſſeth**, That as well the ſaid *J. S. S. S.* and *J. D.* as all other the Creditors (Parties hereto) of the ſaid *W. P.* and *W. T.* in Conſideration of the Premiſſes, and in Purſuance of the ſaid recited Agreement on their Parts Do and each and every of them **Doth** by theſe Preſents, for him and themſelves ſeverally and reſpectively, and for his and their ſeveral Executors, Adminiſtrators, Partners and Aſſigns, and not jointly, nor one of them for any other of them, nor for the Acts or Deeds of the other of them, or of the Executors, Adminiſtrators, Partners or Aſſigns of the other of them, covenant, *&c.* to and with the ſaid *W. P.* and *W. T.* their, *&c.* that immediately after the Execution of theſe Preſents by all the ſaid Parties hereunto, they the ſaid Creditors, Parties hereunto, and each and every of them, ſhall and will give, execute and deliver unto the ſaid *W. P.* and *W. T.* their Executors and Adminiſtrators, or one more good and ſufficient Releaſe or Releaſes in the Law, of all Debts, Dues and Demands whatſoever, due and owing to them, or any of them, from the ſaid *W. P.* and *W. T.* from the Beginning of the World to the Day of the Date of theſe Preſents; **And alſo** ſhall and will deliver up to the ſaid *W. P.* and *W. T.* to be cancelled, all and all Manner of Bills, Bonds, Notes, and other Securities for Money by them, or either of them, heretofore given or executed to the ſaid Creditors, or any of them, and in Default of ſuch Releaſe or Releaſes being executed by any of the ſaid Creditors as aforeſaid, theſe Preſents are and ſhall in Stead thereof be conſtrued, deemed and taken to be, and is and are hereby declared to be a full and abſolute Releaſe and Bar in Law to each and every of the ſaid Creditors, of and from all Demands whatſoever againſt the ſaid *W. P.* and *W. T.* their Executors and Adminiſtrators, to the Day of the Date of theſe Preſents; **And** the ſaid *J. S. S. S.* and *J. D.* do for themſelves ſeverally and not jointly, and for their ſeveral Executors, *&c.* covenant, *&c.* to and with the reſt of the Creditors of the ſaid *W. P.* and *W. T.* Parties hereto, and to and with the ſaid *W. P.* and *W. T.* and their reſpective Executors and Adminiſtrators, and every of them by theſe Preſents, that they the ſaid *J. S. S. S.* and *J. D.* or one of them, ſhall and will as ſoon as conveniently may be, uſe his and their beſt Means and Endeavours to get in and receive the ſeveral Debts and Sums of Money in the ſaid Schedule mentioned and compriſed; **And** the Monies or other Satisfaction ariſing by Receipt of ſuch Debts, and by Receipt of ſeveral Sums of Money due from the ſaid *D. E.* and *B. S.* reſpectively, and of the ſaid 50*l.* from the ſaid *E. P.* ſhall and will well and truly pay and divide unto and amongſt themſelves, and all and every other the Creditors of the ſaid *W. P.* and *W. T.* Parties hereto, in equal Proportion to the ſeveral Debts to them ſeverally and reſpectively due and owing from the ſaid *W. P.* and *W. T.* (after deducting and retaining of all Coſt, Charges and Expences by them the ſaid *J. S. S. S.* and *J. D.* to be paid or ſuſtained in and about the Premiſſes, by Virtue or Means of the Truſt hereby in them repoſed); **And** all the ſaid Creditors (Parties hereto) of the ſaid *W. P.* and *W. T.* other than the ſaid *J. S. S. S.* and *J. D.* **Do** hereby for themſeves ſeverally and not jointly, and for their ſeveral and not Joint Executors, *&c.* covenant, *&c.* to and with the ſaid *J. S. S. S.* and *J. D.* their, *&c.* by, *&c.* that they the ſaid Creditors (Parties hereto), other than the ſaid *J. S. S. S.* and *J. D.* ſhall and will proportionably and with Reſpect had to the ſeveral Sums of Money to the ſaid Creditors reſpectively due from the ſaid *W. P.* and *W. T.* ſave harmleſs and keep indemnified the ſaid *J. S. S. S.* and *J. D.* and their Executors and Adminiſtrators, of and from all Action and Actions, Suits, Damages, Coſts and Expences which ſhall ariſe or happen to them, or either or any of them, by Reaſon or Means of their, or any or either of their Intermeddling or lawful Executing the Truſt aforeſaid. **Provided always**, and it is hereby fully concluded and agreed upon by and between all the ſaid Parties to theſe Preſents, that the ſaid Truſtees *J. S. S. S.* and *J. D.* their Executors or Adminiſtrators, ſhall and may, and are hereby declared to be at Liberty to make Compoſition or Compoſitions with any Debt or Debts of the ſaid *W. P.* and *W. T.* for any of the Debts in the ſaid Schedule of Debts hereunder written mentioned, and with the ſaid *D. E.* and *B. S.* as they ſhall ſee convenient; and that the ſaid Truſtees, or any of them, ſhall not be anſwerable for any more than they reſpectively ſhall actually receive, or ſhall come to their Hands by Virtue and in Purſuance of the Truſt aforeſaid; and that neither of the ſaid Truſtees ſhall be any ways chargeable with or anſwerable for any Act, Deed, Receipt or Payments of the other of them, but for his and their own Acts only. **Provided alſo**, That if all and every the Parties to theſe preſent Indentures, or any one of them, ſhall not within two Months

to be divided amongſt all the Creditors in Proportion to their reſpective Debts, without any Preference.

All the Creditors covenant to execute Releaſes,

and ſhall deliver up to the Truſtees all Bills, Bonds, Notes, *&c.* to be cancelled; and in Default of executing Releaſes, theſe Preſents to be a Releaſe.

The Truſtees covenant to endeavour to get in the Debts, *&c.* and divide the Money, *&c.*

All the Creditors (except the Truſtees) covenant to indemnify them from Actions, *&c.*

Power for Truſtees to compound Debts,

not to be anſwerable for each other.

Proviſo to make this

Months from the Day of the Date hereof, duly ſeal and execute the ſame, then and in ſuch Caſe theſe Preſents, and all and every the Covenants, Clauſes, Proviſoes, Conditions and Agreements herein contained, ſhall ceaſe, determine and be utterly void and of none Effect, as if theſe Preſents had never been made; any Thing therein contained to the contrary thereof in any wiſe notwithſtanding. Deed void if all the Parties don't execute.

An Aſſignment by a Widow, and Executrix, of the Equity of Redemption of the mortgaged Premiſſes mentioned in one Schedule annexed, of Houſhold Goods in a ſecond Schedule annexed, and of the Debts owing to the Teſtator to three of the Teſtator's Creditors, on Behalf of themſelves and the other Creditors; in Conſideration whereof ſhe is allowed the Uſe of Goods and Liberty of Purchaſing them, and her Huſband's Stock in Trade, and is to be paid ſome Money, &c. and releaſed from his Debts.

THIS Indenture Quadripartite, Between *M. H.* of, *&c.* (Widow, Relict and ſole Executrix of the laſt Will and Teſtament of *W. H.* of the ſame Place, her late Huſband deceaſed) of the firſt Part, *S. M.* of, *&c.* (Brother of the ſaid *M. A.*) of the ſecond Part, *S. B.* of, *&c. J. C.* of, *&c.* and *W. T.* of, *&c.* (three of the Creditors of the ſaid *W. H.* on Behalf of themſelves and of all other the Creditors of the ſaid *W. H.* and alſo Truſtees, nominated and appointed by the other Creditors, Parties thereto, for the Intents and Purpoſes herein after mentioned) of the third Part, and the ſeveral other Creditors of the ſaid *W. H.* who have hereunto ſubſcribed and ſet their Hands and Seals, of the fourth Part. Parties. A Widow and Executrix and three Creditors on Behalf of all the Creditors.

Whereas the ſaid *W. H.* is lately dead, being at the Time of his Death intitled to the Equity of Redemption of, in and to the three Leaſehold Pieces of Ground, Meſſuages or Tenements, Erections, Buildings or Premiſſes now in Mortgage to ſeveral Perſons, the Particulars whereof are mentioned or ſet forth in a Schedule hereunder written, intitled, The firſt Schedule: And he the ſaid *W. H.* the Teſtator, at the Time of his Death was alſo poſſeſſed of, intereſted in and intitled unto a conſiderable other Perſonal Eſtate, conſiſting of (beſides his Stock in Trade and other Things) ſeveral Pieces of Plate, Houſhold Goods and Furniture, and of ſeveral Debts or Sums of Money then due to him, and now to his Eſtate, and which are alſo particularly mentioned and ſet forth in the two other Schedules hereunder written, intitled, The ſecond Schedule and the third Schedule: And whereas there is a Bond Debt of 500*l.* Principal Money now due and owing unto the ſaid *S. B.* from the Eſtate of the ſaid *W. H.* and alſo another Debt of 100*l.* Principal Money due from his Eſtate, ſecured by his Bond to ——of, *&c.* and for which ——of, *&c.* ſtands bound with him the ſaid *W. H.* as his Security for Payment thereof, both which ſaid Bonds and Intereſt are hereby agreed ſhall be paid in ſuch Manner as therein after mentioned: And whereas the ſaid Teſtator at the Time of his Death was juſtly indebted in ſeveral other Debts by Simple Contracts unto the ſaid *S. B. J. C.* and *W. T.* and to his ſaid ſeveral other Creditors, Parties hereto, ſome of which Debts on Simple Contract were by Reaſon of running and mutual Accounts between the ſaid Teſtator and ſome of his Creditors for Goods by him and them delivered to each other, and alſo for Work by him and them done to and for other and on other Accounts, which cannot at preſent be adjuſted and ſettled; therefore it has been, and is hereby agreed by all the ſaid Parties hereto, that all the ſaid Accounts ſo now unſettled and pending between the ſaid Teſtator and his ſaid Creditors touching the ſaid Debts by Simple Contract, ſhall be by him the ſaid *S. M.* and the ſaid *T. B. J. C.* and *W. T.* forthwith adjuſted, determined and finally ſettled, and that the Balance due to every ſuch Creditor upon ſettling ſuch Account, and alſo the Debts due to the ſaid other Creditors, Parties hereto, whoſe Accounts are now adjuſted and not to be ſettled, ſhall be paid to them reſpectively in ſuch Manner as herein after is mentioned and expreſſed: And whereas the ſaid *M. H.* as ſole Executrix of the laſt Will and Teſtament of the ſaid *W. H.* being now intitled to the Equity of Redemption of the ſaid mortgaged Premiſſes mentioned and compriſed in the ſaid firſt Schedule hereunder written, and alſo poſſeſſed of, intereſted in and intitled unto the ſaid ſeveral other Premiſſes mentioned and compriſed in the ſaid ſecond and third Schedules hereunder written; and ſhe the ſaid *M. H.* to prevent all Diſputes, Actions, Suits and Charges touching Payment of the ſaid Teſtator's Debts, and being willing and deſirous that all the ſaid Teſtator's Creditors ſhould be paid their ſeveral and reſpective Debts, as far as the ſaid ſeveral Premiſſes compriſed in the ſaid three Schedules will extend to pay and ſatisfy, ſhe the ſaid *M. H.* (at the Requeſt of the ſaid Creditors, Parties hereto,) hath agreed to aſſign all and ſingular the ſaid ſeveral Premiſſes compriſed in the ſaid three Schedules unto them the ſaid *S. B. J. C.* and *W. T. Nevertheleſs* to, for and upon the ſeveral Truſts, Intents and Purpoſes, and *Subject* to the Proviſoes herein after mentioned, expreſſed and declared of and

Recitals. The Teſtator intitled to Equity of Redemption of Premiſſes in a Schedule, and other Perſonal Eſtate in other Schedules. Teſtator's Debts on Bonds, and on Simple Contracts. Mutual Accounts agreed to be ſettled. The Executrix intitled, *&c.* has agreed to aſſign Premiſſes.

Creditors thereon to give her a Releaſe,

and concerning the ſame; *In Conſideration* whereof they the ſaid Creditors, Parties to theſe Preſents, have agreed to take and accept of ſuch Aſſignment of the ſaid ſeveral Premiſſes in full Satisfaction and Diſcharge of all ſuch Debts as are now due to them reſpectively, and to give unto the ſaid *M. H.* ſuch a general Releaſe and Diſcharge for the ſame, in ſuch Manner as herein after is alſo mentioned and expreſſed: **And whereas** the ſaid *M. H.* intending to follow and carry on her the ſaid late Huſband's Trade and Buſineſs for the future Support of herſelf and Family, they the ſaid Creditors, Parties hereto, for that End and Purpoſe, and in Conſideration of the Aſſignment by her the ſaid *M. H.* herein after made of her ſaid late Huſband's Eſtate and Effects in the ſaid three Schedules mentioned, have mutually agreed and conſented that the Sum of—— by her received out of his Eſtate ſince his Death, and alſo the further Sum of—— making together the Sum of 120*l.* when received out of his Eſtate herein after aſſigned, ſhall be by the ſaid Truſtees Creditors in the firſt Place paid to the ſaid *M. H.* and alſo that ſhe the ſaid *M. H.* ſhall have the Stock in Trade of her ſaid late Huſband (now valued at the Sum of 87*l.* 19*s.* 3*d.* together with the Uſe of all his Plate, Houſhold Goods and Furniture, for her Uſe and Benefit during the Space of two Years, to be computed from ——for the End and Purpoſe aforeſaid); for the Conſideration whereof, and for ſecuring Payment of the ſaid ſeveral Sums of 120*l.* and 87*l.* 19*s.* 3*d.* and Delivery of the ſaid Goods, ſhe the ſaid *M. H.* by her Bond or Obligation bearing even Date with and executed immediately before theſe Preſents, is and ſtands bound unto the ſaid three Truſtee-Creditors in the Sum of—— conditioned to pay to the ſaid Truſtee-Creditors the ſaid ſeveral Sums of 120*l.* and the ſaid Sum of 87*l.* 19*s.* 3*d.* for which the ſaid Stock is ſo valued as aforeſaid, and alſo delivering to them the ſaid Houſhold Goods and Furniture at the End of the ſaid two Years, in Truſt to be then divided amongſt the ſaid Creditors executing theſe Preſents, and proportionably in ſuch Manner as his the ſaid Teſtator's other Eſtate herein after aſſigned is to be ſhared:

and to allow and pay her Money to carry on Buſineſs,

and allow her Stock in Trade, &c.

Conſideration. **Now this Indenture witneſſeth,** that the ſaid *M. H.* in Purſuance and Performance of her Part of the ſaid recited Agreement, and for the Intent and Purpoſe aforeſaid, and alſo in Conſideration of the ſaid Sums of 120*l.* ſo by her received, and to be paid to her as aforeſaid, and alſo of having the ſaid Stock for her own Uſe and the Uſe of the ſaid Goods, for the End and Purpoſe aforeſaid, and alſo for and in Conſideration of the Sum of 5*s.* of, &c. to her in Hand paid by the ſaid *S. B. J. C.* and *W. T.* before the Executing of theſe Preſents, the Receipt, &c. and for divers, &c. **Hath** bargained, ſold, aſſigned, transferred and ſet over, and by theſe Preſents ſhe the ſaid *M. H.* (at the Requeſt, and by and with the Conſent, Direction, Nomination and Appointment of the ſaid other Creditors of the ſaid *W. H.* Parties hereto, teſtified by their Signing and Sealing of theſe Preſents) **Doth** fully, freely and abſolutely bargain, &c. unto the ſaid *S. B. J. C.* and *W. T.* their Executors, Adminiſtrators and Aſſigns,

Aſſignment.

Of Equity of Redemption. **As well** all and every the ſeveral Pieces of Ground, and the ſeveral Meſſuages, &c. thereon erected and built, and all and ſingular other the Premiſſes demiſed and aſſigned in and by the ſeveral Indentures of Leaſe, and Indentures of Aſſignment or Mortgage thereof, and which are particularly mentioned and ſet forth in the ſaid firſt Schedule hereunder written, with their and every of their Appurtenances;

Of Teſtator's Houſhold Goods, except, &c. and Debts due to his Eſtate, **As alſo all** and every the ſaid Pieces of Plate, Houſhold Goods and Furniture, which are particularly mentioned and ſet forth in the ſaid ſecond Schedule hereunder written; **Save and except** unto the ſaid *M. H.* the Uſe of the ſaid Plate, Houſhold Goods and Furniture during the Space of two Years as aforeſaid; **As likewiſe** all and every the ſeveral Debts and Sums of Money as are now due to the Eſtate late of the ſaid *W. H.* and which are particularly mentioned and ſet forth in the ſaid third Schedule hereunder written, **And all** the Eſtate, Right, Title, Intereſt, Term and Term of Years to come and unexpired, yearly Rents and Profits, Reverſion, Equity and Benefit of Redemption, Truſt, Benefit, Advantage, Property, Claim and Demand whatſoever, both at Law and in Equity, of her the ſaid *M. H.* or of any Perſon or Perſons in Truſt for her, of, in and to the ſaid hereby

and Houſhold Goods. aſſigned mortgaged Premiſſes in the ſaid firſt Schedule mentioned and compriſed, **And alſo** of, in and to the ſaid hereby aſſigned Pieces of Plate, Houſhold Goods and Furniture, (**Save and except** as aforeſaid) Debts and Sums of Money and Premiſſes in the ſaid ſecond and third Schedules mentioned and compriſed, and of, in and to every Part and Parcel of the ſaid ſeveral Premiſſes by virtue of the ſaid Will of the ſaid *W. H.* or otherwiſe howſoever; **To have**

Habendum of Things in the firſt Schedule, *viz.* Equity of Redemption, **and to hold** the ſaid hereby aſſigned ſeveral Pieces of Ground, Meſſuages or Tenements, Erections, Buildings, and all and ſingular the ſaid mortgaged Premiſſes mentioned and comprized in the ſaid firſt Schedule, with their and every of their Appurtenances, unto the ſaid *S. B. J. C.* and *W. T.* their, &c. from henceforth, for and during all the Reſt and Reſidue of the ſeveral Terms of Years by the original Indentures of Leaſe thereof reſpectively granted, which are now to come and unexpired, freed, acquitted, releaſed, exonerated and for ever diſcharged of and from all Right, Equity, Benefit and Redemption whatſoever of her the ſaid *M. H.* her

ſubject to the Mortgages, &c. Executors or Adminiſtrators, of, in and to the ſame Premiſſes; **Subject nevertheleſs** to the ſeveral Ground Rents, Covenants, Conditions and Agreements in the ſaid ſeveral Indentures

tures of Leaſe reſpectively reſerved and contained, and which from henceforth on the Leſſees or Aſſignees Part are to be paid, done and performed; **And alſo ſubject** to the Payment of the ſeveral Mortgages of the ſame Premiſſes in the ſaid firſt Schedule named, of all and every the principal Sums of Money therein mentioned to be to them now reſpectively due and owing, and alſo of all Intereſt Monies now due and from henceforth to become due to them reſpectively for the ſame, and ſo ſubject in Manner as aforeſaid; then to, for and **upon the ſeveral Truſts**, Intents and Purpoſes herein after mentioned, expreſſed and declared of and concerning the ſame Premiſſes; **And to have, hold**, receive, take and enjoy the ſaid hereby aſſigned Pieces of Plate, Houſhold Goods and Furniture in the ſaid ſecond Schedule mentioned, (**Save and except** during the Time aforeſaid) and alſo the ſaid Debts or Sums of Money and Premiſſes mentioned, ſet forth and compriſed in the ſaid third Schedule hereunder written, unto them the ſaid *S. B. J. C.* and *W. T.* their Executors, Adminiſtrators and Aſſigns, from henceforth for ever, and to which they are hereby intended to have a legal Right and Property; **Nevertheleſs** to, for and **upon the ſeveral Truſts**, Intents and Purpoſes herein after alſo mentioned, expreſſed and declared of, in and concerning the ſame Premiſſes: **And** for the better and more effectual enabling them the ſaid *S. B. J. C.* and *W. T.* the ſaid Truſtee-Creditors, to recover and receive all and ſingular the ſaid hereby aſſigned Debts, Monies and Premiſſes mentioned, ſet forth and compriſed in the ſaid third Schedule hereunder written; **Nevertheleſs upon the ſeveral Truſts** herein after mentioned and expreſſed, ſhe the ſaid *M. H.* **Hath**, and by theſe Preſents **Doth** make, *&c.* the ſaid *S. B. J. C.* and *W. T.* three Truſtee-Creditors, her true and lawful Attornies irrevocable, jointly or ſeverally in the Name of her the ſaid *M. H.* or otherwiſe, to ask, *&c.* of and from all and every the ſeveral Perſons in the ſaid third Schedule named, the ſeveral Sums of Money therein mentioned to be by them reſpectively due and owing to the ſaid *W. H.* deceaſed; and upon Non-payment thereof, or of any Part thereof, to commence, ſue and proſecute to Effect any Action, *&c.* for the Obtaining, *&c.* and to make any Compoſition for the ſame, or any Part thereof, and upon paying, *&c.* the ſaid hereby aſſigned Debts and Monies, or any Part thereof, to give proper and ſufficient Releaſes, *&c.* or any Part thereof; **And** ſhe the ſaid *M. H.* doth hereby further authorize, enable and impower the ſaid Truſtee-Creditors, and the Survivors and Survivor of them, his Executors and Aſſigns, to make, do and execute all and every ſuch further lawful Act and Acts, Deeds and Things whatſoever, as ſhall be needful and requiſite, as well for the Recovering and Receiving, as alſo for the Releaſing, Compounding and Diſcharging of all or any the herein before mentioned, and hereby aſſigned Debts and Monies in the ſaid third Schedule mentioned and compriſed; **As likewiſe** for the abſolute ſelling and diſpoſing of the Equity of Redemption of all and ſingular the ſaid mortgaged Premiſſes in the ſaid firſt Schedule mentioned and compriſed; and alſo of the ſaid Pieces of Plate, Houſhold Goods and Furniture in the ſaid ſecond Schedule alſo mentioned and compriſed, from and after the Expiration of the ſaid two Years, as aforeſaid; **Subject nevertheleſs** to her the ſaid *M. H.* purchaſing the ſame, if ſhe thinks fit; and that as fully, amply, effectually and abſolutely to all Intents, Conſtructions and Purpoſes whatſoever, as if the ſaid *M. H.* her Executors or Adminiſtrators, had been perſonally preſent, and actually tranſacted, executed or done the ſame: **And finally**, ſhe the ſaid *M. H.* doth hereby give and grant unto the ſaid Truſtee-Creditors, and their Aſſigns, her full and whole Power in all and ſingular the before mentioned Premiſſes; **And** doth hereby eſtabliſh, ratify, allow and confirm all and every ſuch legal Acts and Things as they the ſaid Truſtee-Creditors, any or either of them, ſhall do or cauſe to be done by virtue and in Purſuance of the Power to them herein before given; **Nevertheleſs** to, for and upon the ſeveral Truſts, Intents and Purpoſes, herein after mentioned, expreſſed and declared, of and concerning the ſame. **And** the ſaid *M. H.* for herſelf, her Executors and Adminiſtrators, doth hereby covenant, promiſe and agree, to and with the ſaid *S. B. J. C.* and *W. T.* the ſaid Truſtee-Creditors, their Executors and Aſſigns, in Manner as follows, that is to ſay, That all and every the Debts and Sums of Money in the ſaid third Schedule mentioned and ſet forth to be due and owing to the ſaid *W. H.* according to the beſt of her knowledge and Belief, are now due and owing from the ſeveral Perſons therein named, to the Eſtate late of the ſaid *W. H.* and that ſhe the ſaid *M. H.* hath not received the ſaid Debts, any or either of them, or any Part or Parts thereof, ſave and except the ſaid Sum of —— as aforeſaid; **And** that ſhe, or her Executors and Adminiſtrators, ſhall not, nor will at any Time hereafter, receive the ſame, or any of them, nor ſhall or will releaſe or diſcharge the Power and Authority hereby given for receiving the ſame, nor releaſe, diſavow, diſcontinue or diſcharge any Action or Suit, that ſhall or may be brought or commenced in her or their Names, by the ſaid Truſtee-Creditors, for the Recovering of the ſaid Debts or Sums of Money, or any of them, unleſs it be at the Requeſt and by the Direction of the ſaid Truſtee-Creditors, or the major Part of them; **And further**, that the ſaid *M. H.* her, *&c.* ſhall and will at all Times hereafter, at the Requeſt, Coſts and Charges of the ſaid Truſtee-Creditors, make, *&c.* all and every ſuch other

2d Schedule, Except, *&c.*

Letter of Attorney to receive the Debts in the 3d Schedule.

and for ſelling the ſaid Equity of Redemption and Houſhold Goods.

Subject, *&c.*

Covenant that the Debts in the 3d Schedule are now due.

That ſhe ſhall not receive, nor releaſe the ſame, *&c.*

Further Aſſurance.

and further lawful and reasonable Act, &c. as well for the corroborating and strengthening of these Presents, as for the further, better, more perfect and absolute Assigning, Assuring and Confirming of all and singular the said several and respective hereby assigned Premisses, unto them the said Trustee-Creditors, their Executors and Assigns: **Nevertheless** to, for and **Upon the** several **Trusts**, Intents and Purposes herein after mentioned, expressed and declared, of and concerning the same respectively, as by the said Trustee-Creditors, their, &c. or their Counsel, &c. **And this Indenture further witnesseth**, that they the said *S. B. J. C.* and *W. T.* and all other the said Creditors of the said *W. H.* executing these Presents, (in Pursuance and Part of Performance of their said recited Agreement, and in Consideration of the Assignment herein before made by her the said *M. H.* of the said several and respective Premisses, to, for and upon the several Trusts, Intents and Purposes herein after mentioned, expressed and declared, and for other good and valuable Causes, &c. **Do** thereby consent and agree that she the said *M. H.* shall have her said late Husband's Stock in Trade, so valued as aforesaid, to and for her own Use, Benefit and Disposal, for the Purpose aforesaid; and also that she the said *M. H.* for the said Space of two Years shall have the Use of the said Plate, Household Goods and Furniture, in the said second Schedule mentioned; so as she make no Imbezilment or wilful Waste of the same, with Liberty for her, at the End of the said two Years, to purchase the same if she then thinks fit; **And also** that they the said Trustee-Creditors, out of the first Monies to be by them received out of the said hereby assigned other Trust-Estate, shall pay to her the said *M. H.* the said Sum of —— *l.* for the Purpose aforesaid; **And also** they the said Creditors executing these Presents, and each and every of them, for him and herself, severally and not jointly, nor the one for the other, and for his, her and their own respective Executors and Administrators, do hereby accept and take the Assignment herein before made of the said several Premisses to the said Trustee-Creditors, upon the Trusts herein after mentioned and expressed, in full Satisfaction and Discharge of their several and respective Debts now due and owing to them from the Estate late of the said *W. H.* and also from her the said *M. H.* as Executrix of the said *W. H.* in respect thereof; **And also** they the said Creditors, Parties to, and executing these Presents, further, (in Pursuance and full Performance of their Part of the said recited Agreement, and for the Considerations aforesaid,) **Have**, and each and every of them hath remised, released, discharged, and for ever quit-claimed, and by these Presents they the said Creditors. for themselves severally and respectively, and for their several and respective Executors and Administrators, **Do**, and each and every of them **Doth** remise, &c. unto the said *M. H.* her Executors and Administrators, and all others the Representatives of the said *W. H.* **All** and every the several and respective Debts as are now due and owing to each and every of the said Creditors executing these Presents, for the said *W. H.* or his Estate, or the said *M. H.* as his Executrix, in respect thereof: **And also** of and from all Manner of Action and Actions, Suit and Suits, Cause and Causes of Action and Suit, both at Law and in Equity, or otherwise howsoever, which they the said Creditors executing these Presents, any or either of them now have, ever had, or which they, any or either of them, their, any or either of their Executors or Administrators at any Time hereafter, can, shall or may have, claim, challenge or demand against the same *M. H.* as Executrix of the said *W. H.* and all other the Representatives of the said *W. H.* by Reason or on Account of the said several Debts so now respectively due to the said Creditors executing these Presents, or for, by Reason or on Account of any other Matter, Cause or Thing whatsoever touching the same, to the Day of the Date of these Presents. **And it is hereby expressly agreed and declared**, by and between all and every the Parties to these Presents, and the true Intent and Meaning of them and of these Presents, is, and are, that the Assignment herein before made to them the said Trustee-Creditors, **Of** the Equity of Redemption of the said Messuages or Tenements, and other the mortgaged Premisses in the said first Schedule mentioned, **And also** of the said Pieces of Plate, Household Goods and Furniture in the said second Schedule mentioned, **And also** of the said Debts and Monies in the said third Schedule mentioned, were and are to them the said Trustee-Creditors so made, to, for and upon the several Trusts, Intents and Purposes, and under and subject to the several Provisoes and Agreements herein after mentioned, expressed and declared, of and concerning the same respectively, that is to say, **Upon Trust** that they the said Trustee-Creditors, or the major Part of them, and the Survivors and Survivor of them, his Executors, Administrators or Assigns, shall, as soon as conveniently can or may be, by one or more Sale or Sales, absolutely sell and dispose of the Equity of Redemption of all and singular the said Messuages or Tenements, and other the said mortgaged Premisses in the said first Schedule mentioned and comprised, with their and every of their Appurtenances, and also from and after the End of the said two Years, absolutely to sell and dispose of the said Pieces of Plate, Household Goods and Furniture, in the said second Schedule mentioned, at the best Price, and for the most Monies that can be had, made and got for the same several and respective Premisses: **Provided**, and it is hereby agreed and declared,

In Consideration whereof the Creditors consent, that the Widow shall have her Husband's Stock in Trade, and Use of Household Goods for two Years, with Liberty to purchase the same, and pay her Money.

And they covenant to accept her said Assignment in Satisfaction of her Husband's Debts.

Release of the same.

Declaration of the Trusts of the Premisses assigned.

1. Upon Trust to sell the Equity of Redemption,

and Household Goods, unless the Widow purchases them.

cleared, that in case the said *M. H.* at the End of the said two Years shall have a Mind to purchase the said Plate, Houshold Goods and Furniture, at the Price the same shall then be appraised and valued at; then and in such Case she the said *M. H.* on Payment of the Sum of Money for which the same shall be so valued unto the said Trustee-Creditors, shall have the Preference of purchasing the same before any other Person whomsoever; **And** to the End and Intent that the Purchaser or Purchasers of the said several and respective Premisses, shall have a clear and absolute Title to the said several Premisses, freed and discharged of and from the several Trusts herein after expressed and declared touching the same, it is hereby agreed and declared that the Receipts to be given to such Purchasors by the said Trustee-Creditors, or the major Part of them, for the said purchase Money, shall be a good and sufficient Discharge, both in Law and Equity, to such Purchasor or Purchasors for the same, notwithstanding any Misapplication thereof: **And upon this further Trust**, that they the said Trustee-Creditors, and Survivors and Survivor of them, his Executors, Administrators or Assigns, immediately after such Sale or Sales made of the said several and respective Premisses, or of any Part or Parts thereof, in Manner as aforesaid, shall and do pay or cause to be paid and deposited into the Hands of Mr. *A. D.* Banker, of, *&c.* and in their own Names, as well all and every the Sum and Sums of Money to be by them received for Sale of the said several mortgaged Premisses, as also all and every the said thereby assigned Debts and Sums of Money, as also the several Sums of 120*l.* and 87*l.* 19*s.* 3*d.* secured to the said Trustee-Creditors by the Bond of the said *M. H.* as aforesaid, as likewise the Monies to arise by Sale of the said Plate, Houshold Goods and Furniture at the End of the said two Years, when and as the said several Sums of Money shall be paid to, or be by them the said Trustee-Creditors got in and received; (**Subject nevertheless** to the said Trustee-Creditors, paying out of the said Monies to the said *M. H.* in the first Place the said Sum of —— *l.* for the Purpose aforesaid, and in the next Place to their deducting and retaining out of the said Monies so to be by them received as aforesaid, all such Costs, Charges, Expences and Damages, as they, any or either of them, shall necessarily pay, expend, sustain or be put unto, as well touching the Sale of the said several Premisses, as also for the Recovering and Receiving of the said hereby assigned Debts and Monies, as likewise of all Charges and Expences whatsoever, touching or concerning the preparing and making this present Assignment or Conveyance of the said Premisses, and which they the said Trustee-Creditors are hereby enabled and empowered, in the first Place, to deduct and retain out of the said Money, before such Depositing thereof, as aforesaid): **And it is hereby agreed and declared** by and between all the Parties hereunto, and the true Intent and Meaning of them and of these Presents, is, that all and singular the said several Sums of Money so to be deposited in the Hands of the said Mr. *A. D.* as aforesaid, shall be paid and applied by the said Trustee-Creditors, (**Subject nevertheless**, in Manner as aforesaid) to, for and upon the several Trusts, Intents and Purposes, herein after mentioned, expressed and declared, of and concerning the same, that is to say, **Upon Trust** that they the said Trustee-Creditors shall and do, in the first Place, thereout pay to them the said *S. B.* and —— the said several principal Sums of 500*l.* and 100*l.* so secured to them respectively by Bond, as aforesaid, together with all Interest Monies now due and to grow due for the same; **And** from and after Payment thereof, and subject thereunto, then as to the Residue of the said Monies so to be deposited in the Hands of the said *A. D.* in Manner as aforesaid, the same shall remain in his Hands until such Time as a Dividend shall be made thereof, to the said *S. B.* and ——, and the said other Creditors, Parties hereto, for Payment of their Debts by simple Contract, in such Proportions and Manner as herein after is mentioned and expressed of and concerning the same; **And** in regard that the herein before recited and mentioned mutual running Accounts now pending between the said *M. H.* as Executrix of the said *W. H.* and several of the Creditors of the said *W. H.* Parties hereto, have not as yet been adjusted and settled; therefore **It is hereby agreed** and declared by and between all and every the said Parties to these Presents, that all and every the said running Accounts so now pending, as aforesaid, shall within the Space of —— now next ensuing be finally adjusted, settled and determined by the said *M. H.* as the said *S. M.* or some other Person on her Behalf, and by one or more of the said Creditors executing these Presents, who shall not be concerned in such running Account, and who shall be chosen by the major Part of the said other Creditors, Parties hereto; **And further**, that upon the adjusting and settling of every such Account, the Balance thereof then appearing due to every such mutual Creditors so accounting with the said *M. H.* shall be paid to them respectively with the said other Creditors, in Proportion to their several Debts by simple Contract, out of the Residue of the said Monies so to be paid and deposited in the Hands of the said Mr. *A. D.* as aforesaid, in such Manner as herein after is mentioned and expressed: **And it is hereby further agreed and declared** by and between all and every the said Creditors, Parties to and executing these Presents, that in case any of the Creditors of the said *W. H.* who shall not execute these Presents, and accept of the Assignment hereby made

Agreement Trustee-Creditors Receipts shall be good.

2. After Sale, the Money to be deposited with a Banker, and the Debts received, *&c.*

Subject, *&c.*

3. To pay the Bond Creditors,

and simple Contract Debtors in Proportion, *&c.*

Running Accounts unsettled to be settled.

Balance to be paid.

Agreement that if some of the Creditors do not accept of the

said Assignment, &c. or bring Actions, &c. the Trustee-Creditors to pay them;

made of the said *M. H.* of the said Monies and Premisses for their Benefit and of the said other Creditors, and that if any such other Creditor, not executing hereof, shall claim and bring any Action, either against the said *M. H.* or the said Trustee-Creditors, within the Space of —— now next ensuing, for any Debt or Sum of Money whatsoever, which shall be justly due to him, her or them, then and in such Case, (but not otherwise) they the said Trustee-Creditors, or the major Part of them, shall have full Power, and they are hereby enabled and impowered to pay all and every such Debts, so justly due to such Creditor or Creditors so claiming or commencing such Action for the same, as aforesaid, out of the said Trust-Monies so to be deposited in the Hands of the said *A. D.* as aforesaid; **It being hereby expressly agreed,** intended and declared by all the said Creditors, Parties to and executing these Presents, that the said *M. H.* shall from thenceforth be exempted and discharged of and from all and every such Debt and Debts, and that she or her Executors or Administrators, or her or their Estates, shall not be subject or liable to pay the same; and that all and every such Debt or Debts so claimed by any other Creditor and Creditors not executing these Presents, shall be by the said Trustee-Creditors paid in Manner as aforesaid, by and out of the Trust-Monies so intended to be vested in them for the Purposes aforesaid; any Thing herein contained to the contrary thereof in any wise notwithstanding. **And it is hereby further expressed, agreed and declared,** by and between all and every the said Creditors, Parties to and executing these Presents, and their true Intent and Meaning is, that all and every the said Sums of Money so to be deposited in the Hands of the said Mr. *A. D.* in Trust as aforesaid (subject nevertheless to the Payment of the said Sum of —— to the said *M. H.* for the Purpose aforesaid, and also to the Payment of the said Principal Sums of 500*l.* and 100*l.* with the Interest thereof so secured to the said *S. B.* and —— as aforesaid, and also to a Deduction thereout to the said Trustee-Creditors, of all their Charges, Expences and Damages, touching the Execution and Performances of the several Trusts hereby vested in them, in Manner as aforesaid, and also of all such Debts as shall be justly due and actually paid by the said Trustee-Creditors to such other Creditors so claiming or bringing such Action for the same as aforesaid) shall be paid and retained by them the said Trustee-Creditors to themselves and to all and every the said other Creditors, Parties to and executing these Presents, at such Time or Times as they the same Creditors, or the major Part of them, shall for that Purpose mutually agree and appoint, and that the same shall be paid to them respectively in full of their several Debts, as upon their several Oaths shall then appear to be respectively due to them upon simple Contract, in case the same shall be sufficient for that Purpose; but in case the same shall not be sufficient for so doing, then and in such Case the same shall be paid to them the said Creditors executing these Presents, in equal Proportions, rateably and proportionably, according to the Quantity of their several and respective Debts upon simple Contract, which upon their several Oaths shall appear to be due and owing to them respectively, as far as the same will extend to pay and satisfy; **And** in case it should happen, that after Payment of the said Creditors executing these Presents, out of the said deposited Trust-Monies, their full and respective Debts, there shall be any Surplus of the said Monies so to be deposited as aforesaid, then and in such Case the said Surplus-Monies shall be by them the said Trustee-Creditors paid to and for the only Use and Benefit of the said *M. H.* her Executors, Administrators and Assigns, and to, for and upon no other Trust, Use, Intent or Purpose whatsoever; **And** each of them the said Trustee-Creditors, the said *S. B. J. C.* and *W. T.* for themselves, and for their several and respective Executors and Administrators, do hereby covenant, promise and agree, to and with each and every of them the said other Creditors of the said *W. H.* executing these Presents, their respective Executors, Administrators and Assigns, that they the said Trustee-Creditors, some or one of them, shall and will upon Receipt of the said Money arising by Sale of the said respective hereby assigned Premisses, when and as the same shall be to them, or any of them, so paid as aforesaid, immediately after Receipt thereof, deposit and pay into the Hands of the said Mr. *A. D.* and that the said Trustee-Creditors (after such Deduction and Retaining thereout, in Manner as aforesaid) shall and will well and truly pay all the Residue of the said Trust-Monies, in such Manner, and according to the true Intent and Meaning of the several Trusts herein before mentioned, expressed and declared, of and concerning the same. **Provided always,** and it is hereby mutually agreed and declared by and between all and every the said Creditors executing these Presents, and their true Intent and Meaning is, that no one of the same Creditors shall be intitled to receive any Part of the said Deposit Trust Money, until such Time as every such Creditor shall first have made an Affidavit, or an Affirmation, before one of the Masters of the High Court of Chancery, that his Debt upon simple Contract is then justly due and owing, and shall then produce and deliver such Affidavit to one of the said three Trustee-Creditors to be nominated by the major Part of the said other Creditors executing these Presents; any Thing herein before contained to the contrary thereof notwithstanding. **Provided also, and lastly it is hereby further agreed, intended and declared,** by and between all the

Widow being discharged therefrom.

Monies deposited with the Banker (after Deductions),

shall be paid to the Creditors executing hereof, in full of their Debts.

The Surplus (if any) to be paid to the Widow.

Trustee-Creditors covenant to pay Monies into the Banker's Hands,

and after Deductions pay same as aforesaid.

All the Creditors covenant that none of them shall receive their Debts till Affidavit thereof made.

the ſaid Creditors, Parties to and executing theſe Preſents, and the true Intent and Meaning of them and of theſe Preſents is, that it ſhall and may be lawful for them the ſaid Truſtee-Creditors, the ſaid *S. B. J. C.* and *W. T.* in the firſt Place, to deduct and retain out of the ſaid Truſt-Monies and Premiſſes ſo intended to be hereby veſted in them as aforeſaid, all ſuch Coſts, Charges, Damages and Expences, as they, any or either of them ſhall neceſſarily and actually pay, expend, ſuſtain or be put unto in the Execution or Management of the ſeveral Truſts hereby in them repoſed; **And** that they ſaid Truſtee-Creditors, or any of them, ſhall not be anſwerable for any more of the ſaid Truſt-Monies than what ſhall be by them actually received or come to their Hands by virtue of the Truſts aforeſaid, nor for any Loſs on Account of ſuch depoſiting the ſame upon the Truſts aforeſaid; **And** that neither of the ſaid Truſtees ſhall be any ways chargeable with, or accountable or anſwerable for the Act, Deed, Receipt, Payment, Neglect or Default of the other of them, but each for his own Acts, Receipts and Defaults only; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. **In Witneſs**, &c.

The Truſtee-Creditors to deduct their Expences,

and ſhall not be anſwerable for more than they receive, &c. nor for each other.

An Aſſignment by the Executors of a Debtor (one of them his Widow) of the Teſtator's Perſonal Eſtate to Judgment-Creditors, upon Truſt (after Expences, &c.) to pay the Coſts of the Executors defending Suits (unleſs on Judgments, &c.) the Reſidue to go amongſt the ſaid Creditors, who are nevertheleſs to make Allowances to the Widow for her future Support and Maintenance.

THIS Indenture Tripartite, &c. **Between** *M. B.* of, *&c.* Widow and Relict of her late Huſband *J. B. &c.* and *J. H.* of, *&c.* (Executors of the laſt Will and Teſtament of the ſaid *J. B.* deceaſed) of the firſt Part, *A. C.* of, *&c.* and *T. M.* of, *&c.* of the ſecond Part, and *A. B.* of, *&c.* and *J. W.* of, *&c.* and *J. D.* of, *&c.* of the third Part. **Whereas** *A. B.* hath in this preſent ——— Term, in his Majeſty's Court of ——— at *Weſtminſter*, recovered againſt the ſaid *M. B.* and *J. L.* as Executors aforeſaid, the Sum of 400*l.* Debt on a certain Bond entered into by the ſaid Deceaſed in his Life-time to the ſaid *T. M.* dated, *&c.* for the penal Sum of 400*l.* and thereupon Judgment is alſo obtained and entered up in the ſaid Court againſt the ſaid Executors for the ſaid 400*l.* beſides Coſts of Suit, to be levied of the Goods and Chattels of the ſaid deceaſed as aforeſaid: **And whereas** the ſaid *A. C.* hath likewiſe in this preſent —— Term in his Majeſty's Court of, *&c.* at *Weſtminſter*, recovered againſt the ſaid *M. B.* and *J. L.* as Executors as aforeſaid, the Sum of 400*l.* Debt on a certain other Bond bearing Date, *&c.* entered into by the ſaid *J. B.* deceaſed, in his Life-time to the ſaid *A. C.* in the like penal Sum of 400*l.* and thereupon Judgment is likewiſe obtained and entered up in the ſaid Court againſt the ſaid Executors for the ſaid 400*l.* Debt, (beſides Coſts of Suit) to be levied as aforeſaid: **And whereas** *J. W.* of *London*, Gent. hath alſo in this preſent —— Term, in his Majeſty's ſaid Court of, *&c.* recovered againſt the ſaid *M. B.* and *J. L.* as Executors, as aforeſaid, the Sum of 200*l.* Debt on a certain other Bond, entered into by the ſaid Deceaſed in his Life-time, bearing Date, *&c.* to the ſaid *J. W.* in the like penal Sum of 200*l.* and thereupon Judgment is obtained and entered up in the ſaid Court againſt the ſaid Executors for the ſaid 200*l.* Debt, beſides Coſts of Suit to be levied as aforeſaid: **And whereas** there is now due, for Principal and Intereſt on the ſaid ſeveral Bonds for which ſuch ſeveral Judgments are, as aforeſaid, had and recovered, to the ſaid ſeveral Creditors the ſeveral Sums reſpectively as follows, (that is to ſay) Unto the ſaid *A. B.* the Sum of 124*l.* 11*s.* 6*d.* unto the ſaid *T. M.* the Sum of 250*l.* 6*s.* and for Coſts 100*s.* unto the ſaid *A. C.* the Sum of 249*l.* 2*s.* and for Coſts 100*s.* unto the ſaid *J. W.* the Sum of 124*l.* 5*s.* and for Coſts 80*s.* and unto the ſaid *J. T.* the Sum of 125*l.* 5*s.* and for Coſts 80*s.* **And whereas** the ſaid *M. B.* and *J. L.* by and with the Direction, Conſent and Approbation of the ſaid *N. B. T. W.* and *J. T.* for the better ſecuring the Repayment of the ſaid ſeveral Sums of Money due to them reſpectively on the ſaid ſeveral Judgments ſo recovered by them as aforeſaid, *Have* conſented and agreed to aſſign and transfer unto the ſaid *A. C.* and *T. M.* all their Right and Title as Executors aforeſaid, of and in all the perſonal Eſtate and Effects whatſoever of the ſaid *J. B.* deceaſed, to and for the Uſes, Intents and Purpoſes herein after mentioned: **And whereas** they the ſaid *A. C. T. M.* and *A. B. J. W.* and *J. T.* towards the future Support and Maintenance of the ſaid *M. B.* and her Family, have agreed, and promiſe to give and allow unto the ſaid *M. B.* her Executors, Adminiſtrators or Aſſigns, not only the Rate or Sum of 10*l.* by the 100*l.* and ſo in Proportion for any leſſer Sums of all ſuch Monies which they ſhall by virtue of theſe Preſents reſpectively from Time to Time receive in Diſcharge of their reſpective Debts; ſo that at leaſt ſhe the ſaid *M. B.* ſhall have and receive 100*l.* which they the ſaid Creditors do agree to account for and deduct out of their own reſpective Debts, but alſo the Houſhold Goods and Furniture of the ſaid deceaſed, which by

Recital of Judgments recovered on Bonds.

What is now due on the Bonds and Judgments.

The Executors agree to aſſign Teſtator's Perſonal Eſtate.

The Creditors agree to allow the Widow 10*l.* in the 100*l.* and Houſhold Goods.

Appraiſement appear to amount to 21*l.* 15*s.* 9*d.* and which ſaid Creditors do likewiſe agree
Conſideration. to account and deduct out of their reſpective Debts proportionably: **Now this Indenture witneſſeth**, That for better ſecuring the Payment of the ſaid ſeveral Sums now due and owing out of the Eſtate and Effects of the ſaid *J. B.* deceaſed, to them the ſaid *A. B. T. M. A. C. J. W.* and *J. T.* ſeverally as aforeſaid, and in Purſuance of the ſaid Agreement, and for and in Conſideration of the Sum of 5*s.* of, *&c.* to the ſaid *M. B.* and *J. L.* by them the ſaid *A. C.* and *T. M.* in Hand, *&c.* at, *&c.* the Receipt, *&c.* as alſo for divers other, *&c.* they the ſaid
Aſſignment. *M. B.* and *J. L.* **Have**, and each of them **hath** granted, *&c.* and by, *&c.* do, and each of them doth grant, *&c.* as far as they lawfully may, **All** and ſingular ſuch Goods, Wares and Merchandizes, Debt and Debts, Sum and Sums of Money which are or ſhall be any ways due and owing, payable or belonging unto them the ſaid *M. B.* and *J. L.* as Executors of the laſt Will and Teſtament of the ſaid *J. B.* deceaſed, and all other the perſonal Eſtate and Effects of the ſaid *J. B.* deceaſed, of what Nature or Kind ſoever and whereſoever, either in *Great Britain*, or in any other Parts of *Europe*, *Aſia*, *Africa* and *America*, and where the ſame ſhall or may be had or found, and alſo all the Right, Title, Intereſt, Property, Claim and Demand of them the ſaid *M. B.* and *J. L.* or either of them, of, in, to and out of the ſame, and every Part thereof, either by virtue of the ſaid laſt Will and Teſtament of the ſaid *J. B.* deceaſed, and the Adminiſtration to his ſaid Executors granted of all and ſingular the Goods, Chattels, Rights and Credits of the ſaid deceaſed, or otherwiſe howſoever; **To have and to hold** the ſaid Goods, Wares and Merchandizes, Debt and Debts, Sum and Sums of Money, perſonal Eſtate and Effects of him the ſaid *J. B.* deceaſed, and all and ſingular other the Premiſſes hereby bargained and aſſigned unto the ſaid *A. C.* and *T. M.* and the Survivor of them, and the Executors and Adminiſtrators of ſuch Survivor, of and as their own proper
Upon Truſt, Goods and Chattels, and to their own proper Uſe and Benefit for ever; **In Truſt nevertheleſs**, and this preſent Indenture of Aſſignment is hereby declared and agreed to be ſo made upon the ſpecial Truſt and Confidence, and for the Uſes, Intents and Purpoſes herein after mentioned; that is to ſay, That they the ſaid *A. C.* and *T. M.* and the Survivor of them, and the Executors and Adminiſtrators of ſuch Survivor, ſhall and will, out of the neat Produce of the Effects and Eſtate of the ſaid *J. B.* deceaſed, which from Time to Time ſhall come to their or either of their Hands, Cuſtody or Power, by virtue of theſe Preſents, and the ſeveral Judgments obtained by the ſaid Creditors reſpectively, or in purſuance of ſuch Athority given
after Expences, to pay Coſts of the Executors defending Suits. to them by the ſaid *M. B.* and *J. L.* or otherwiſe, after Allowance for all reaſonable Coſts, Expences and Diſburſements in and about obtaining the ſaid recited Judgments, and the Execution of the Truſts hereby in them repoſed, in the firſt Place, pay all ſuch Coſts and Charges, which they the ſaid *M. B.* and *J. L.* or either of them, ſhall bear or be put to, and in the legal Defence of any Suit or Suits, either at Law or in Equity, which have been or ſhall be brought againſt them as Executors of the laſt Will and Teſtament of the ſaid *J. B.* deceaſed, or any Perſon or Perſons whomſoever, for or in reſpect of any Debt, Duty, Claim or Demand due
Reſidue amongſt the ſaid Creditors. or owing to any of them, by, from or out of the Eſtate and Effects of the ſaid Deceaſed; **And** in the next Place, by and with the Reſidue of the neat Produce of the Eſtate and Effects of the ſaid Deceaſed, as the ſame ſhall from Time to Time come to the Hands, Cuſtody or Power of the ſaid *A. C.* and *T. M.* pay, diſtribute and divide the ſame unto and amongſt as well them the ſaid *A. C.* and *T. M.* their Executors, Adminiſtrators and Aſſigns, as the ſaid *A. B. J. N.* and *J. T.* their Executors, Adminiſtrators and Aſſigns reſpectively, in Proportion to their reſpective Debts due to them as aforeſaid, and in Diſcharge of their ſaid Debts, as their reſpective Proportions amount to from Time to Time, until the ſeveral Sums of Money ſo due on the ſeveral Judgments had and recovered by them as aforeſaid, and all Intereſt thereof to grow
Allowance to the Widow. due for the ſame, ſhall be fully paid and ſatisfied; **They**, each and every of them reſpectively and proportionably giving and allowing thereout unto the ſaid *M. B.* her Executors, Adminiſtrators and Aſſigns, ſuch Rate and Monies for the Support, as before and hereafter mentioned;
Surplus. and the Overplus, if any be, of ſuch neat Produce of the Effects and Eſtate of the ſaid Deceaſed, which ſhall, as aforeſaid, come to their or either of their Hands, Cuſtody or Power, ſhall and will pay and deliver unto the ſaid *M. B.* and *J. L.* their Executors or Adminiſtrators, as Aſſets of the ſaid *J. B.* deceaſed, and ſubject to the Adminiſtration of the Effects and Eſtate
Letter of Attorney. of the ſaid Deceaſed, and to and for no other Uſe, Truſt, Intent or Purpoſe whatſoever. **And** for the enabling of them the ſaid *A. C.* and *T. M.* to have and receive the full Benefit, Intent and Advantage of this preſent Aſſignment, upon the Truſts aforeſaid, they the ſaid *M. B.* and *J. L.* have, and each of them hath made, *&c.* and by, *&c.* the ſaid *A. C.* and *T. M.* and the Survivor, *&c.* their true, *&c.* for them and each of them, and their and each of their Names, but for the Uſes, Intents and Purpoſes herein before mentioned and declared, to aſk, *&c.* of and from all and every Perſon and Perſons, Bodies Corporate or Politick whatſoever, whom it doth, ſhall or may concern, all and ſingular ſuch Sum and Sums of Money, Goods, Wares, Merchandizes and Effects whatſoever, which are or ſhall be any ways due, owing,

payable

payable or belonging unto them the ſaid *M. B.* and *J. L.* as Executors of the laſt Will and Teſtament of the ſaid *J. B.* deceaſed, be the ſame of what Kind or Nature ſoever or whereſoever, either in *Great Britain*, or any other Parts of *Europe*, *Aſia*, *Africa* and *America*, or where elſe the ſame ſhall or may be had or found, and upon Non-payment or Non-delivery thereof, or of any Part thereof, to bring or proſecute any Action or Suit at Law or in Equity whatſoever touching the Premiſſes, in ſuch Manner as they the ſaid *A. C.* and *T. M.* and the Survivor or them, and the Executors or Adminiſtrators of ſuch Survivor ſhall think fit, and to make and give Acquittances and Diſcharges, and to compound the ſame, and generally to do and perform all ſuch further Acts, Matters and Things whatſoever, which ſhall be needful or requiſite in and about the Premiſſes for the better executing the Truſts hereby repoſed in them, as fully and effectually to all Intents and Purpoſes as if they the ſaid *M. B.* and *J. L.* or either of them, their or either of their Executors, Adminiſtrators or Aſſigns, or either of them, could or might do if perſonally preſent. **And** the ſaid *A. C.* and *T. M.* for themſelves, *&c.* do covenant, *&c.* to and with the ſaid *M. B.* and *J. L.* their, *&c.* in Manner following, (that is to ſay) That they the ſaid *A. C.* and *T. M.* and the Survivor of them, and the Executors and Adminiſtrators of ſuch Survivor, or ſome of them, ſhall and will not only well and truly perform and execute the Truſts hereby in them repoſed, according to the true Intent and Meaning of theſe Preſents, but alſo do and ſhall, as often as they, or either of them, ſhall be thereunto required by the ſaid *M. B.* and *J. L.* or either of them, their or either of their Executors, Adminiſtrators or Aſſigns, within the Space of ſeven Years now next enſuing, make out, ſettle with and deliver unto the ſaid *M. B.* and *J. L.* their Executors, Adminiſtrators or Aſſigns, a fair and juſt Account of all ſuch Monies, Goods and Effects as ſhall come to the Hands, Cuſtody or Power of them the ſaid *A. C.* and *T. M.* their Executors, Adminiſtrators or Aſſigns, by virtue of ſuch Authority given to them as aforeſaid, or otherwiſe, and of the Application thereof, according to the true Intent and Meaning of theſe Preſents: **And** they the ſaid *A. B. A. C. T. M. J. N.* and *N. D.* do for themſelves ſeverally, and for their ſeveral and reſpective Executors and Adminiſtrators, covenant, promiſe and agree, to and with the ſaid *M. B.* her Executors, Adminiſtrators and Aſſigns, by theſe Preſents, in Manner following, that is to ſay, That each of them the ſaid *A. B. A. C. T. M.* and *J. N* and *J. D.* their Executors, *&c.* reſpectively, ſhall and will from Time to Time, and at all Times as often as they or any of them ſhall receive any Monies or Effects of the ſaid *J. B.* deceaſed, in Purſuance of theſe Preſents, or otherwiſe, pay, give and allow unto the ſaid *M. B.* her Executors, Adminiſtrators and Aſſigns, the ſaid Rate or Sum of 10*l.* by the 100*l.* and ſo in Proportion after the ſame Rate for any leſſer Sum, of all ſuch Monies, Goods and Effects, which they, or any of them, ſhall ſo have or receive in Part of or in Diſcharge or Satisfaction of their reſpective Debts, for which ſuch Judgments are had as aforeſaid; and in caſe the ſaid Rate or Sum of 10*l.* by the 100*l.* do not in the whole amount to the Sum of 100*l.* that then each of them the ſaid *A. B. A. C. T. M. J. N.* and *J. T.* ſhall and will reſpectively, in Proportion to the Monies they ſhall reſpectively receive as aforeſaid, give and allow unto the ſaid *M. B.* her Executors, Adminiſtrators or Aſſigns, all ſuch further Sums of Money as together with the ſaid Rate or Sum of 10*l.* by the 100*l.* will amount in the whole to the Sum of 100*l.* at leaſt, the ſame being hereby intended abſolutely to be given and paid unto the ſaid *M. B.* her Executors, Adminiſtrators and Aſſigns, for her and their own proper Uſe and Benefit; and that it ſhall and may be lawful to and for the ſaid Truſtees, or the Survivor of them, his Executors or Adminiſtrators, to pay the ſame out of the neat Produce of the Effects of the ſaid *M. B.* deceaſed, which ſhall come to their Hands by virtue of theſe Preſents accordingly; **And alſo** that they the ſaid *A. B. A. C. T. M. J. N.* and *J. T.* their Executors, Adminiſtrators and Aſſigns, and every of them, do and ſhall, in caſe the Overplus of the neat Produce of the Eſtate and Effects of the ſaid Deceaſed be not ſufficient, well and truly bear, pay and allow, in Proportion to ſuch Monies, Goods or Effects of the ſaid Deceaſed, which they ſhall reſpectively receive in Diſcharge of ſo much of their Debts as aforeſaid, all ſuch reaſonable Coſts, Charges and Expences which they the ſaid *M. B.* and *J. L.* their Executors or Adminiſtrators, or any of them, ſhall or may bear, pay or ſuſtain in defending any Suit or Suits in Law or Equity which have been or ſhall be hereafter brought or had by any Perſon or Perſons whomſoever againſt them the ſaid *M. B.* and *J. L.* or either of them, their or either of their Executors or Adminiſtrators, for or in reſpect of any Debt, Duty, Claim or Demand whatſoever, due from or out of the Eſtate and Effects of the ſaid Deceaſed, or howſoever elſe the ſame may relate to the due Execution of the ſaid Deceaſed's laſt Will and Teſtament, or otherwiſe do and ſhall well and ſufficiently indemnify, ſave and keep harmleſs the ſaid *M. B.* and *J. L.* their Executors, Adminiſtrators, Goods and Chattels, Lands or Tenements, and every of them, in all Reſpects relating thereto. **And** the ſaid *M. B.* and *J. L.* for themſelves, *&c.* do covenant, *&c.* to and with the ſaid *A. C.* and *T. M.* and each of them, their, *&c.* by, *&c.* in Manner following, *viz.* That they the ſaid *M. B.* and *J. L.* or either of them, their or either of

The Creditors covenant to perform the Truſts,

and account when required, with the Executors,

and make the Allowances to the Widow;

and that if Effects be not ſufficient, will pay the Coſts of the Executors defending any Suits, and indemnify them therefrom.

The Executors covenant not to revoke any Authority hereby given, *&c.*

of their Executors or Administrators, shall not nor will at any Time hereafter revoke, alter or prejudice the Authority hereby given to them the said *A. C.* and *T. M.* as aforesaid, but that the same shall remain irrevocable and in full Force for the Intents and Purposes herein comprised, declared and set forth; nor do, commit or suffer, or cause to be committed or suffered, any Act, Matter or Thing whereby to hurt or incumber the same in any Manner or wise howsoever; **But** do and shall from Time to Time, and at all Times hereafter, at the Request, Costs and Charges of them the said *A.C.* and *T. M.* and their Executors, Administrators or Assigns, or any of them, make, do and suffer, or cause to be made, done and suffered, all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Devise and Devises in the Law whatsoever, for the further and better confirming the Authority hereby given to them, as by their or any of their Counsel, *&c.* **Provided always, and it is hereby agreed** by and between the Parties to these Presents, that nothing herein contained shall extend, or be construed to extend, to indemnify the said *M. B.* and *J. L* or their Estate, against any Costs, Charges, Expences or Damages which the said *M. B.* and *J. L.* have paid or sustained, or shall or may bear, pay or sustain on Account of any Judgment, Statute or Recognizance recovered against or acknowledged by the said *J. B.* in his Life-time, or on Account of any Action or Suit, either at Law or in Equity, brought or to be brought against them touching the said *J. B.*'s Estate or Effects, unless they shall employ such Attorney or Solicitor as they the said *A.B. A.C. T.M. J.N.* and *J.T.* or the major Part of them, and the Survivors of them, shall from Time to Time nominate and appoint, and give immediate Notice of all Process or Proceeding which shall or may be delivered to or left for them, and forthwith deliver to such Attorney or Solicitor all such Proceedings or Notices, and unless they shall plead and make such Defence as such Attorney or Solicitor shall from Time to Time advise or think proper. **Provided also, and it is hereby declared** to be the true Intent and Meaning of these Presents, that nothing herein comprised shall be construed to prevent any Claim or Demand of them the said *A.B. A.C. T.M. J.N.* and *J.T.* or any of them, their or any of their Executors, Administrators or Assigns, against the said *J.L.* his Executors or Administrators, for or in respect of his being bound with the said *J. B.* deceased, in the several Bonds mentioned in the above recited Judgments, in case the Effects of the said Deceased shall prove deficient to satisfy the same. **Provided lastly, and it is hereby declared** by all the Parties hereto, that each of the said Trustees shall be only answerable for his own Acts in the Execution of the Trusts hereby reposed, and not for the Acts of the other, and shall be only accountable for the Goods and Effects of the said Deceased which he shall receive only, and not for the Receipts of the other. **In Witness,** &c.

but shall execute any further Act, *&c.*

Nothing herein shall extend to indemnify the said Executors from the Costs, *&c.* of Judgments, Statutes or Recognizances against the Testator;

nor prevent any Claim of the Creditors against *J. L.* one of the Executors, in case of Deficiency.

Trustees not answerable for each other.

An Assignment by an Executor (and others, of a Bond and Judgment, to some of whom the same were assigned as Securities for Debts) in Trust for all the Creditors of the Testator.

This Indenture Quadripartite, made, *&c.* **Between** *N. O.* of, *&c.* Executor of the last Will and Testament of *J. P.* late of, *&c.* deceased, and *P. P.* of, *&c.* Widow, Relict of the said *J. P.* of the first Part, *R. L.* of, *&c.* of the second Part, *W. S.* of, *&c.* of the third Part, and *L. F.* of, *&c.* of the fourth Part. **Whereas,** &c. (*Recital of a Bond from* J. E. *to the said* R. L. *for Payment of Money, and a Warrant of Attorney to confess Judgment thereon, and Judgment entered accordingly, and of an Assignment thereof* (inter alia) *from said* R. L. *to the said* J. P. *for securing the Payment of a Debt owing him*): **And whereas** upon an Account this Day made up and stated between the said *R. L.* and the said *N. O.* and *P. P.* there appears to be due and owing from the said *R. L.* to the Estate of the said *J. P.* deceased, for the Principal Money and Interest secured by the said recited Assignment, and upon other Accounts, the full and just Sum of, *&c.* **And whereas,** &c. (*Recital of an Assignment by said* R. L. *to* W. S. *of the said Bond and Judgment for securing Money owing to him*): **And whereas** the said *R. L.* being also indebted to several other Persons, whose Names, together with the Sums to them respectively owing, are mentioned and expressed in the Schedule indented, hereunto annexed, hath agreed that the said Bond and Judgment, and the Money thereupon due or to grow due, shall after Payment of the said Debts owing as aforesaid to the Estate of the said *J. P.* deceased, and to the said *W. S.* be made subject and liable to the Payment of the Debts mentioned in the said Schedule, in equal Shares and Proportions one with the other: **Now this Indenture witnesseth,** That in Consideration of 5*s.* a-piece to the said *N. O. W. S.* and *R. L.* in Hand, *&c.* by the said *L. F.* he the said *N. O.* at the Request and Desire of the said *R. L.* and by and with the Consent and Approbation of the said *P. P.* testified by their being Parties to and Signing, *&c.* and also the said *W. S.* at the like Request and Desire of the said *R. L.* testified as aforesaid, and he the said *R. L.* for the better securing,

Recitals of Bond.

Assignment.

Account stated.

Another Assignment.

Debts in a Schedule.

The present Assignment,

raiſing and paying the ſeveral Debts ſo as aforeſaid due and owing by the ſaid *R. L.* in ſuch Order and Manner as is herein after mentioned and expreſſed, **Have**, and each of them **Hath** aſſigned, *&c.* and by, *&c.* unto the ſaid *L. F.* **The** ſaid recited Bond, *&c.* (*as before in Aſſignment of Bonds and Judgments*); **To have and to hold**, &c. for ever, upon the Truſts, *&c.* (that is to ſay) **Upon Truſt** that out of the Money that ſhall be raiſed or received by the ſaid *L. F.* his, *&c.* by virtue of the ſaid Bond and Judgment, or of this preſent Aſſignment, he ſhall in the firſt Place (after deducting neceſſary Charges and Expences) pay and ſatisfy to the ſaid *N. O.* his, *&c.* the above mentioned Sum of, *&c.* due and owing as aforeſaid by the ſaid *R. L.* to the Eſtate of the ſaid *P. P.* deceaſed, with Intereſt for the ſame to the Time of ſuch Payment; **And** after full Payment made out of that Money, then upon Truſt in the next Place, that he ſhall pay and ſatisfy to the ſaid *W. S.* his, *&c.* the, *&c.* **And** after ſuch Payment made of the ſaid laſt mentioned Sum, then upon Truſt to pay and ſatisfy to the ſeveral Perſons named in the ſaid Schedule hereunto annexed, their, *&c.* reſpectively, the ſeveral Debts and Sums of Money therein mentioned to be due and owing to them reſpectively, together with Intereſt for the ſame, in Proportion to the *Quantum* of their reſpective Debts, by an equal Pound Rate, without any Preference of Priority, until the whole Debts be paid, or as far as the Money, which ſhall be ſo raiſed or reſerved, will extend towards the ſame; **And upon Truſt** to pay the Overplus of the ſaid Money (if any there be) unto the ſaid *R. L.* his, *&c.* **And**, &c. (*Covenant from* N. O. *and* W. S. *to* L. F. *that no Act is done to diſcharge the Bond*, &c. *From* B. L. *to* L. F. *that the Money is owing thereon. That* R. L. N. O. *and* W. S. *have Power to aſſign. That* R. L. *has done no Act to defeat the Benefit of this Aſſignment, but will execute*, &c. See **Aſſignments of Bonds**, &c. before.) **And** the ſaid *R. L.* doth hereby conſtitute and appoint the ſaid *L. F.* his, *&c.* to be his lawful Attorney or Attornies, in his Name to aſk, *&c.* the Money hereby aſſigned, and every Part, *&c.* and upon Receipt thereof to deliver up the ſaid Bond, and cauſe Satisfaction to be acknowledged upon the Record of the ſaid Judgment, or other proper Diſcharge in his Name to make and give, and alſo, *&c.* all, *&c.* as they or any of them ſhall think needful or requiſite. **And laſtly**, it is agreed by all, *&c.* that all ſuch Charges, Coſts and Expences as the ſaid *L. F.* his, *&c.* ſhall diſburſe, expend and be put unto, in or about the Premiſſes, ſhall in the firſt Place be deducted and retained out of the Money which ſhall come to his or their Hands by virtue of theſe Preſents. **In Witneſs**, &c.

upon Truſt to pay the Creditors.

Letter of Attorney to receive Money, deliver up Bond, and acknowledge Satisfaction.

Agreement to reimburſe Charges.

An Aſſignment by a Widow of one fourth Part of a Ship's Cargo, and of the Benefit of a Decree in Chancery made concerning the ſame, upon Truſt to pay her Huſband's Debts, or in Proportion, &c. *with Covenants from the Creditors as to their contributing towards the Expences of Suits concerning the aſſigned Premiſſes, with Agreement as to how Monies recovered ſhall be diſpoſed of.*

This Indenture Serpartite made the, *&c.* **Between** *G. S.* Widow, Relict and Executrix of *T. S.* late of *London*, Merchant, deceaſed, of the firſt Part; Sir *C. C.* Bart. Sir *J. A.* Knt. *E. Y.* Eſq; *T. G.* Gent. and *R. B.* Merchant, Aſſignees under the Commiſſion of Bankrupt againſt Sir *S. E.* late of *London*, Knt. on the ſecond Part; *R. G.* of *London*, Merchant, on the third Part; Dame *M. L.* of *London*, Widow, *T. M.* of *London*, Gent. and *H. L.* Citizen and Fiſhmonger, of *London*, Executors of the laſt Will and Teſtament of Sir *S. L.* Knt. late, *&c.* who was Executor of the laſt Will and Teſtament of his Son *T. L.* late of, *&c.* Merchant, deceaſed, on the fourth Part; *E H.* of *London*, Clerk, *A. P. H. M.* of, *&c.* Jewellers, *J. S.* of, *&c.* Widow, *H. S.* of, *&c.* Gent. *E. M.* of, *&c.* Taylor, *J. C.* of *London*, Widow, *B. S.* of, *&c.* Silkman, and *J. K.* of, *&c.* and *L. M.* of, *&c.* Merchants, on the fifth Part; and *H. R.* of, *&c.* Mariner, and *R. H.* of, *&c.* Mariner, of the ſixth Part, **Witneſſeth** that whereas the ſaid *T. S.* in or about the Year of our Lord 1705. was together with *T. S.* ſen. *E. L.* and *J. B.* of *London*, Merchants, poſſeſſed of or intitled unto a certain Ship or Veſſel called the *Windſor Frigate*, in equal four Parts; and alſo of and unto the Cargo or Lading of Goods and Merchandizes put on Board the ſaid Ship, (which was then bound on a Voyage to the *Eaſt Indies*, where ſhe afterwards arrived) in like equal fourth Parts: **And whereas** the ſaid *T. S.* and *J. B.* (ſince deceaſed) were Supercargoes of the ſaid Ship in the ſaid Voyage, and did together with *T. C.* jun. (Son of the ſaid *E. C.*) lay out and inveſt in Goods and Commodities at *Surat* in the *Eaſt Indies* aforeſaid, of their own proper Eſtates excluſive of the aforementioned Cargo, fifteen thouſand four hundred ſixty-two Rupees, and forty-one Piſe, which Goods laſt mentioned were laden on Board the ſaid Ship the *Windſor Frigate*, then bound on a Voyage from *Surat* aforeſaid to *Buſſero*, and from thence to *Bengale*; and by a certain Writing or Invoice dated at *Surat* aforeſaid, the 12th of *March*, *Anno Dom.* 1707. ſigned by the ſaid *T. S. J. B.* and *T. C.* jun. (wherein the Particulars of all the ſaid laſt mentioned

Recital that four Perſons were poſſeſſed of a Ship in four equal Parts, and alſo of the Cargo of the ſaid Ship, (which was bound and went to the *Eaſt Indies*) in like equal fourth Parts. That two of the ſaid Perſons were Su-

percargoes of the said Ship, and laid out several Sums of Money in Goods.

And by their Deed in Writing declared the Proportions that belonged to each of them.

Recital of Suits in Law and Chancery between the said Parties relating to the said Ship and Cargo.

Recital of a Decree in Chancery, ordering an Account to be taken by one of the Masters, of the Proceedings of the said Voyage.

Which Account was not taken by Reason of the Death of *T. S.* one of the Parties.

Recital of Debts owing by him at the Time of his Decease.

mentioned Goods and Commodities were set down and expressed) it was agreed and declared that the same were and should be upon the Account and Risque of the said *T. S. J. B.* and *T. C.* jun. in the Proportions following, (that is to say,) six thousand four hundred thirty-two Rupees, and thirty-seven Pise, for the Account and Risque of the said *T. S.* six thousand four hundred seventy Rupees, and four Pise for the Account and Risque of the said *J. B.* and the remaining two thousand five hundred and sixty Rupees, for the Account and Risque of the said *T. C.* jun. as by the said Writing or Invoice, Relation being thereunto had, may more fully appear: **And whereas** at the Time of the Decease of the said *T. S.* there was one or more Suit or Suits depending at Law, and in the High Court of Chancery, between the said *T. S.* and the said *R. G.* and the said Sir *S. E.* or some of them as Plaintiff or Plaintiffs against the said *T. C.* sen. *E. C. T. C.* jun. or some of them, and other Defendants, touching the said Ship and Cargoes, and the Voyage she made or was to have made to and in the *East Indies* as aforesaid, and back again to *London*; and also touching and concerning the Interest, Produce and Return of the said six thousand four hundred thirty-two Rupees, and thirty-seven Pise laid out and invested in Goods and Commodities as aforesaid, upon the Account and Risque of the said *T. S.* and touching the Loss and Damage sustained by the said *T. S.* by Reason that the said Ship did not sail from *Bussero* to *Bengale* aforesaid, but proceeded from *Bussero* on her Voyage to *London*; and touching several other Transactions and Proceedings of the said *T. S. J. B.* and *T. C.* jun. during the said Voyages; in one of which Causes a Decree was made in the said High Court of Chancery on or about the 6th Day of *June* in the Year of our Lord 1717. whereby an Account was ordered to be taken by Mr. *Dormer*, one of the Masters of the said Court, of the Proceedings of the said Voyage; and the said Master was to examine and certify what Damages the said *T. S.* sustained, by Reason of the said Ship's not sailing from *Bussero* to *Bengale* aforesaid, according to the Agreement made for that Purpose, between the said *T. S.* and the said *J. B.* and such other Directions were given touching the rest of the Demands of the said *T. S. R. G.* and Sir *S. E.* as in the Order made upon the hearing of the said Cause, are particularly mentioned and expressed: But by Reason of the Death of the said *T. S.* which happened in or about the Month of *June*, *Anno Dom.* 1712. the said Account hath not yet been taken; nor hath he the said *T. S.* or the said *R. G.* and Sir *S. E.* or any of them, had any Relief under, or by Virtue of their said Decree, or otherwise, for any of the Matters in Question as aforesaid: **And whereas** the said *T. S.* was at the Time of his Decease indebted unto the said *R. G.* and Sir *S. E.* in the Sum of 1300*l.* or thereabouts, upon a Mortgage to them made of his fourth Part of the said Ship, or otherwise; an Account of which Debt was directed by the said Decree to be taken and certified by the said Master; and was also indebted to the above named *T. L.* or the said Sir *S. L.* as his Executor, in the Sum of 730*l.* 6*s.* besides Interest, by Virtue of a Bond given by the said *T. S.* to the said *T. L.* bearing Date the 16th Day of *November*, *Anno Dom.* 1709. for or on Account of the Sum of three thousand three hundred and twenty-nine Rupees advanced by him to the said *T. S.* in *Bengale* aforesaid, for the better enabling the said *T. S.* to make an Investment, and provide a Cargo of fine Goods there for the said Ship, the *Windsor Frigate*, which ought to have sailed from *Bussero* aforesaid to *Bengale*, but instead thereof proceeded directly on her homeward-bound Voyage, from *Bussero* to *London*, by Reason whereof the said *T. S.* was obliged to dispose again of the Cargo provided by him in *Bengale* for the said Ship, and the Damages and Losses which he thereby sustained, amounted to the said Sum of three thousand three hundred twenty-nine Rupees, or upwards; and was also indebted to the above-named *E. H.* in the Sum of 250*l.* Principal Money, to the said *J. P.* and *H. M.* in the Sum of 202*l.* to the said *J. S.* in the Sum of 102*l.* 5*s.* to the said *H. S.* in the Sum of 50*l.* to the said *E. G.* in the Sum of 30*l.* to the said *J. C.* in the Sum of 25*l.* to the said *B. S.* in the Sum of 50*l.* to the said *K. G.* in the Sum of 35*l.*

Recital of an Indenture whereby the said *T. S.* had assigned over to *E. H.* all his Share in the said Ship and Cargo, &c.

And whereas by Indenture bearing Date on or about the 18th of *Feb.* 1711. made between the said *T. S.* of the one Part, and the said *E. H.* of the other Part (reciting as therein is recited,) the said *T. S.* for the said Considerations therein mentioned, did grant, bargain, sell, assign, and set over unto the said *E. H.* all his Part, Share and Interest of and in the said Ship the *Windsor Frigate*, and of and in the Goods, Commodities and Cargo on Board the said Ship, and also all and every Sum and Sums of Money, Goods, Commodities, Stock, Share or Interest in any Monies, Goods and Things whatsoever, due, owing, coming, belonging or payable unto the said *T. S.* from any Person or Persons whomsoever, upon Account or in Respect of the said Ship the *Winsor Frigate*, or her Cargo, or any Part thereof, in the aforesaid Voyage, or any other Voyage or Voyages by her made, to or from any Port or Place whatsoever; and also the said six thousand four hundred and thirty-two Rupees, and thirty-seven Pise laid out and invested as aforesaid, and every Part thereof, with all the Increase, Benefit, Interest and Advantage, that could or might be gotten thereby; **To hold** to the said *E. H.* his Executors and Administrators, as his and their own proper Monies, Goods and Estate, for ever; **In Trust** nevertheless that the said *E. H.* his Executors and Administrators should, as soon as might

In Trust for Payment of his Debts.

might be after he or they ſhould be poſſeſſed of the ſaid Monies, Goods, Effects and other Things, pay, retain and keep, to him or themſelves, the ſaid Sum of 250*l.* and alſo pay to the ſaid *A. P. H. M. J. S. H. S. E. G. J. C. B. S.* and *K. G.* ſeverally and reſpectively, and to their ſeveral and reſpective Executors, Adminiſtrators and Aſſigns, the ſeveral and reſpective Sums of Money herein above mentioned or recited to be due to them reſpectively, (or in Proportion to their ſaid ſeveral Debts in caſe the ſaid aſſigned Premiſſes ſhould not extend to pay the whole), and after Payment of the ſaid ſeveral Debts as aforeſaid, then in Truſt to pay to himſelf and the ſaid ſeveral other Perſons, their Executors, Adminiſtrators and Aſſigns, all ſuch Intereſt Monies, or other Sums of Money as ſhould be then due for their ſaid Debts, or any of them, (or in Proportion to their ſaid ſeveral Debts, in caſe there ſhould not be enough to pay the whole Intereſt), and after ſuch Payments as aforeſaid, then in Truſt to pay the Overplus (if any) to the ſaid *T. S.* his Executors, Adminiſtrators or Aſſigns. Reſerving to himſelf the Overplus.

Now this Indenture witneſſeth, That the ſaid *G. S.* at the Requeſt and Deſire as well of the ſaid *T. H.* and of the ſaid ſeveral other Creditors of her ſaid late Huſband herein above mentioned, for whom the ſaid *E. H.* is a Truſtee as aforeſaid, as alſo of the above named Dame *M. L. T. M.* and *H. L.* reſpectively, teſtified by their being Parties to, and executing of theſe Preſents, and for the better ſecuring the Payment of the ſaid ſeveral Debts and Sums of Money to them reſpectively due and owing as aforeſaid, in ſuch Manner and Proportion as is herein after expreſſed; and in Conſideration of 5*s.* of lawful Money to her in Hand paid, at or before the Sealing and Delivery of theſe Preſents, by the ſaid *E. H.* the Receipt whereof is hereby acknowledged, *G. S.* Widow of the ſaid *T. S.* at the Requeſt of the Creditors, *&c.* and in Conſideration, *&c.* paid by the ſaid *E. H.*

Hath bargained, ſold, aſſigned, ſet over, ratified and confirmed, and by theſe Preſents **Doth** bargain, ſell, aſſign, ſet over, ratify and confirm unto the ſaid *E. H.* all ſuch Part, Share and Intereſt of and in the ſaid Ship the *Windſor Frigate*, and the Goods, Commodities and Cargoes which were loaded on Board the ſaid Ship, in the aforeſaid Voyages, or any other Voyage or Voyages, and of and in the Produce or Returns thereof, as the ſaid *T. S.* was at the Time of his Deceaſe intereſted in, or intitled unto; and alſo all and every ſuch Sum and Sums of Money as were then due or owing to, or demandable by him, of or from the ſaid *T. C.* ſen. *E. C.* and *T. C.* jun. and the Executors or Adminiſtrators of the aforeſaid *J. B.* or any of them, for Commiſſion, Factorage, Diſburſements, Loſſes or Damages ſuſtained in the aforeſaid Voyage or Voyages, or by Reaſon of the ſaid Ship's not ſailing from *Buſſero* to *Bengale* as aforeſaid; or upon or for any other Account, Matter, Cauſe or Thing whatſoever; and likewiſe the full and whole Benefit and Advantage of the ſaid Decree, and all ſuch Sum and Sums of Money, or other Satisfaction as can or may be had, received, obtained and gotten under or by virtue thereof, or otherwiſe, for all and every or any the Matters in Queſtion as aforeſaid; and all the Right, Title, Intereſt, Benefit, Equity of Redemption, Claim and Demand whatſoever of her the ſaid *G. S.* of, in, to or out of the ſaid Premiſſes, or any Part or Parcel thereof, in any wiſe whatſoever; **To** have, hold, receive, take and enjoy all and ſingular the ſaid hereby bargained and aſſigned Premiſſes, with their Appurtenances, unto the ſaid *E. H.* his Executors and Adminiſtrators, as his and their own proper Eſtate for ever; upon the Truſts nevertheleſs, and to and for the Uſes, Intents and Purpoſes herein after mentioned particularly; **And this Indenture further witneſſeth,** That to the Intent the above mentioned Dame *M. L. T. M.* and *H. L.* may join with the ſaid *E. H.* and the ſeveral Creditors for whom he is a Truſtee as aforeſaid, and alſo with the ſaid *R. G.* in the proſecuting of the ſaid Decree, and in ſuch other Meaſures as ſhall be thought proper for obtaining Satisfaction for their ſaid reſpective Debts, and in the paying and defraying a proportionable Part of the Charges of the ſame, it is hereby declared and agreed, by and between the ſaid *E. H.* by and with the Conſent of the ſaid ſeveral Creditors, for whom he is a Truſtee as aforeſaid, and the ſaid Dame *M. L. T. M.* and *H. L.* that he the ſaid *E. H.* his Executors, Adminiſtrators and Aſſigns, ſhall and will from henceforth ſtand and be poſſeſſed of and intereſted in all and ſingular the Premiſſes aſſigned to him as aforeſaid by the ſaid recited Indenture; as alſo of the Premiſſes ſo aſſigned and releaſed to him as aforeſaid by this preſent Indenture, **Upon the Truſts,** and for the Uſes, Intents and Purpoſes herein after particularly mentioned, (that is to ſay) In Truſt that the ſaid *E. H.* his Executors, Adminiſtrators or Aſſigns, do and ſhall, as ſoon as may be, (after he, they, or any of them ſhall be poſſeſſed of the Money, Goods, Effects and Things by the ſaid recited Indenture or this preſent Indenture aſſigned, and ſuch Coſts and Charges as ſhall and have been paid or expended in or about the Proſecution of the ſaid Decree, or any other Suit or Suits which ſhall be commenced for the better Recovery of the ſaid aſſigned Premiſſes, or any Part thereof, or otherwiſe in Relation to this Truſt, ſhall be reimburſed and repaid) deduct and retain to the Uſe of him the ſaid *E. H.* his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of 2150*l.* of lawful Money of *Great Britain*, and do and ſhall well and truly pay or cauſe to be paid unto the ſaid *A. P.* and *H. M.* their Executors, Adminiſtrators or Aſſigns, the ſaid Sum of 202*l.* of like Money; unto the ſaid *J. S.* her Executors, Adminiſtrators or Aſſigns, the ſaid Sum of 102*l.* 5*s.* of like Money; unto the ſaid *H. S.* his Executors, *figument*, to

aſſigns to the ſaid *E. H.* his Executors, *&c.* all ſuch Share and Intereſt in the Premiſſes, as the ſaid *T. S.* was intitled unto at the Time of his Death.

Alſo the whole Benefit of the ſaid Decree in Chancery.

The *Habendum*.

Upon Truſt that the ſaid *E. H.* his Executors, *&c.* after his and their own Charges, *&c.* deducted,

ſhall pay out of the Money he ſhall receive, by virtue of this Aſ-

the ſeveral Creditors of the ſaid *T. S.* their reſpective Debts;

tors, Adminiſtrators or Aſſigns, the ſaid Sum of 50*l.* of like Money; and unto the ſaid *E. G.* his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of 30*l.* of like Money; and unto the ſaid *J. C.* her Executors, Adminiſtrators or Aſſigns, the ſaid Sum of 250*l.* of like Money; and unto the ſaid *B. S.* his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of 50*l.* of like Money; and unto the ſaid *K. G.* and *K.* their Executors, Adminiſtrators and Aſſigns, the ſaid Sum of 35*l.* of like Money; and to the ſaid Dame *M. L. T. M.* and *H. L.* their Executors, Adminiſtrators or Aſſigns, the aforeſaid Sum of 730*l.* 6*s.* of like Money, or in Proportion to their ſaid ſeveral and reſpective Debts, in caſe the ſaid Money ſo ariſing clear from the ſaid aſſigned Premiſſes ſhall not extend to pay the whole; and after Deduction or Payment of the ſaid ſeveral Debts, or Sums of Money before mentioned, then upon Truſt to pay himſelf and the ſaid Dame *M. L. T. L. H. L.* and the ſaid ſeveral other Creditors, for whom he ſtands a Truſtee as aforeſaid, their Executors, Adminiſtrators or Aſſigns, lawful Intereſt for the ſaid Debts ſo to them reſpectively due or payable, or in Proportion to their ſaid ſeveral and reſpective Debts in caſe the ſaid Money ſo ariſing clear from the ſaid aſſigned Premiſſes ſhall not be ſufficient to pay all the ſaid Intereſt: **And** after ſuch Payments made as aforeſaid, **Then in Truſt** to pay the Overplus, if any, to the ſaid *G. S.* her Executors, Adminiſtrators or Aſſigns: **And** for the better enabling the ſaid *E. H.* his Executors, Adminiſtrators and Aſſigns, to have, obtain, recover and receive the full Benefit and Advantage of this preſent Aſſignment, upon the Truſts, and for the Purpoſes aforeſaid, ſhe the ſaid *G. S.* doth hereby make, ordain, conſtitute and appoint, and in her Stead and Place put and depute, the ſaid *E. H.* his Executors, Adminiſtrators and Aſſigns, jointly and ſeverally, to be her true, lawful and irrevocable Attorney and Attornies, in her Name to aſk, demand, ſue for, recover and receive, acquit, releaſe and diſcharge, all and ſingular the ſaid aſſigned Premiſſes, and every Part and Parcel thereof; and alſo in her Name to proſecute and carry on the ſaid Suit now depending in the Court of Chancery aforeſaid, and to commence, proſecute and carry on any other Suit or Suits at Law, or in Equity, touching the ſaid Premiſſes againſt the ſaid *T. C.* ſen. *E. C.* and *T. C.* jun. or any other Perſon or Perſons whatſoever, in ſuch Manner as he the ſaid *E. H.* his Executors, Adminiſtrators or Aſſigns, ſhall think proper; and to do and perform all other Acts, Matters and Things whatſoever, which ſhall be needful or requiſite in or about the Premiſſes, or for the better executing the Truſt hereby in him and them repoſed, as fully and effectually as ſhe the ſaid *G. S.* her Executors or Adminiſtrators, or any of them, could or might do if perſonally preſent: **And** the ſaid *G. S.* doth hereby covenant and agree, to and with the ſaid *E. H.* his Executors and Adminiſtrators, that ſhe the ſaid *G. S.* hath not done, committed or ſuffered, and that ſhe, her Executors or Adminiſtrators, will not do, commit, or wittingly or willingly ſuffer, any Act, Matter and Thing, whereby the Execution and Performance of this preſent Truſt ſhall or may be prevented, defeated, hindred, or in any wiſe retarded or delayed; **But** on the contrary will do and perform all ſuch Acts and Things as ſhall be reaſonably required of her for the further and better enabling of the ſaid *E. H.* his Executors, Adminiſtrators and Aſſigns, to execute and diſcharge the ſaid Truſt, according to the true Intent and Meaning of theſe Preſents: **And** the ſaid *R. G.* by and with the Conſent, and at the Requeſt of the above named Sir *C. C.* Sir *J. A. E. Y. T. G.* and *R. B.* reſpectively, teſtified by their being Parties, and their ſigning and ſealing theſe Preſents; and the ſaid Dame *M. L. T. M.* and *H. L. E. H. A. P.* and *H. M. J. S. H. S. E. G. I. C. B. S.* —— *K.* —— *G.* and —— *H.* for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective Executors, Adminiſtrators and Aſſigns, and not the one for the other, or for the Executors, Adminiſtrators or Aſſigns of the other, do, and each and every of them doth, covenant, promiſe and agree, to and with the above named *H. R.* and *R. H.* their Executors, Adminiſtrators and Aſſigns, by theſe Preſents, That they the ſaid *R. G.* Dame *L. M. T. M.* and *H. L. E. H. A. P.* and *H. M. J. S. H. S. E. G. J. C. B. S.* —— *K.* —— *G.* and —— *H.* their Executors, Adminiſtrators or Aſſigns reſpectively, ſhall and will from Time to Time advance and pay to the ſaid *H. R.* and *R. H.* their Executors, Adminiſtrators or Aſſigns, upon Requeſt, their ſeveral and reſpective Proportions, according to the *Quantum* or Amount of their ſaid ſeveral and reſpective Debts, of all and every ſuch Sum and Sums of Money as they the ſaid *H. R.* and *R. H.* their Executors or Adminiſtrators, ſhall find neceſſary and direct to be paid, for or towards the carrying on or proſecuting the ſaid Suit now depending in the ſaid Court of Chancery, or the commencing or proſecuting any other Suit at Law, or in Equity, againſt the ſaid *T. C.* ſen. *E. C.* and *T. B.* jun. or any of them, or any other Perſon or Perſons whatſoever, for, touching or concerning the ſaid aſſigned Premiſſes, or any Part or Parcel thereof, or which ſhall be otherwiſe needful to be expended or laid out; **And** to reimburſe any Coſt, Charge or Expence which they the ſaid *H. R.* and *R. H.* their Executors, Adminiſtrators or Aſſigns, or the ſaid *E. H.* his Executors, Adminiſtrators or Aſſigns, ſhall expend, diſburſe, or be put unto in Relation to any ſuch Suit or Suits, or in or about the Execution or Performance of the

Or to each of them their Proportion, in caſe the aſſigned Premiſſes ſhall not amount to pay the whole.

And after ſuch Payments, then in Truſt to pay the Overplus to the ſaid *G. S.* Letter of Attorney from the ſaid *G. S.* to the ſaid *E. H.*

Covenant that the ſaid *G. S.* hath not done, nor will do any Thing to hinder or defeat the Execution of this preſent Truſt; but will do all ſuch Things as may the better enable the ſaid *E. H.* to perform the ſame.

Covenant, that the Creditors will contribute in Proportion towards the Expences of any Suits in Law or Chancery, concerning the aſſigned Premiſſes;

or reimburſe the Truſtees.

Truſt hereby in them repoſed; **Provided always**, That if the major Part of the Contributors ſhall at any Time agree to ſtop farther Proceedings, and by Writing under their Hands give Notice to the ſaid Truſtees, their Executors, Adminiſtrators or Aſſigns, **Then** from that Time all Suits and Proceedings ſhall be ſtopped, or elſe ſhall be carried on by the reſt of the Contributors at their own proper Charge; and from that Time the Perſons giving ſuch Notice, ſhall be intirely diſcharged from any further Contribution; and what ſhall be afterwards recovered ſhall be divided and paid unto, and amongſt the reſt of the ſaid Contributors, to their own proper Uſe and Behoof: **And laſtly**, It is agreed between the ſaid *G. S.* and the ſaid *R. G.* by ſuch Conſent and Requeſt as aforeſaid, teſtified as aforeſaid, and the ſaid *E. H.* and all the reſt of the Creditors afore-named, That the firſt, and all other the Money which ſhall be obtained or recovered by virtue of the ſaid Decree, or otherwiſe, from the ſaid *T. C.* ſen. *E. C.* and *J. C.* jun. or any of them, either upon the particular Security belonging to the ſaid *R. G.* and the ſaid *S. E.* deceaſed, or on the Account of the Goods or other Demands aſſigned as aforeſaid by the ſaid recited Indenture and this preſent Indenture to the aforeſaid *E. H.* ſhall, in the firſt Place, go and be applied to anſwer and reimburſe the ſaid Parties the Coſts and Charges of proſecuting the ſaid Decree, and of carrying on ſuch other Suits as ſhall be thought proper for the Ends and Purpoſes aforeſaid, until ſuch Coſts and Charges ſhall be therewith and thereout fully anſwered and reimburſed; and that the Surplus only ſhall be paid or anſwered according to the reſpective Intereſts of the ſaid Parties therein, in ſuch Manner as is herein above mentioned, (that is to ſay) the Surplus of the Money ariſing from the Security made as aforeſaid, to the ſaid *R. G.* and Sir *S. E.* ſhall be paid to the ſaid *R. G.* and the above named Aſſigns under the Commiſſion of Bankrupt againſt the ſaid Sir *S. E.* according to their reſpective Intereſts therein; and the Surplus ariſing from the Premiſſes, wherein the ſaid *E. H.* is a Truſtee as aforeſaid, ſhall be paid to and between himſelf and the reſt of the ſaid Parties to theſe Preſents, for whom he is herein before mentioned to be a Truſtee, according to their reſpective Debts herein before expreſſed. **In Witneſs**, &c.

Proviſo, That if the major Part of the Contributors ſhall agree to ſtop the Proceedings, then upon giving Notice, they ſhall be ſtopped, or carried on by the other Contributors at their own Charge, and what ſhall be afterwards recovered ſhall be for their Uſe only.

Covenant how the Money recovered ſhall be diſpoſed of.

A ſhort Aſſignment of a Man's whole Eſtate in Conſideration of ſeveral Debts and Engagements.

To all, &c. I *R. C.* of, *&c.* ſend Greeting. **Whereas** I am indebted unto *J. F.* of *&c.* in the Sum of, *&c.* and the ſaid *J. F.* and one *F. J.* of, *&c.* ſtand jointly and ſeverally engaged for me the ſaid *R. C.* in ſeveral Bonds or Obligations for ſeveral Sums of Money: **Now know ye**, That I the ſaid *R. C.* for and towards the Payment and Satisfaction of the ſaid Monies, and for divers other good Cauſes and Conſiderations me thereunto moving, **have** granted, aſſigned, bargained and ſold, and by theſe Preſents **Do** freely and abſolutely grant, aſſign, *&c.* unto the ſaid *J. F.* and *F. J.* **All** and all Manner of Goods, Chattels, Debts, Monies and all other Things of me the ſaid *R. C.* whatſoever, as well real as perſonal, of what Kind, Nature or Quality ſoever; **To have and to hold** the ſame and every Part and Parcel thereof, unto them the ſaid *J. F.* and *F. J.* their Executors, Adminiſtrators and Aſſigns for ever. **In Witneſs**, &c.

An Aſſignment by a Widow and Adminiſtratrix of her Huſband's Perſonal Eſtate, (and of a Charge upon the real Eſtate in caſe it falls ſhort), except her Paraphernalia, by the Direction of ſeveral of his Simple Contract-Creditors, to Truſtees, (particularly named by the other Parties) in Truſt for the Inteſtate's Creditors, with ſeveral ſpecial Covenants and Proviſoes.

This Indenture Tripartite, made, *&c.* **Between** *A. B.* of, *&c.* Widow, Adminiſtratrix, *&c.* of *B. B.* late of, *&c.* of the firſt Part, *C. D. E. F. &c.* Creditors by ſimple Contract of the ſaid *B. B.* on Behalf of themſelves and all other the Simple-Contract Creditors of the ſaid *B. B.* deceaſed, of the ſecond Part, and *O. P.* of, *&c.* Father of the ſaid *A B.* and *Q. R.* of, *&c.* another, and principal Creditor by ſimple Contract of the ſaid *B. B.* of the third Part. **Whereas**, &c. *(Recital of a Mortgage and Aſſignment of a Term in Lands from* B. B.*'s Father and Mother, Tenants for Life, of Lands to* S. T. *and of the Widow's Marriage Settlement, whereby Part of the ſaid mortgaged Premiſſes were limited to ſeveral Uſes, particularly a Term created to the Uſe of the ſaid* A. P. *(now* A. B. *the Widow) for her Life, for her Jointure, wherein was a Covenant, that if* A. P. *ſurvived her Huſband, and his Father or Mother ſhould be living at his Deceaſe, then his Heirs,* &c. *ſhould pay her during the Father and Mother's Lives (till the Wife ſhould come into Poſſeſſion)* 200 l. per Ann.) **And whereas** the ſaid *B. B.* is dead without Iſſue of the Body of the ſaid *A.* begotten, and without making any other

Recitals of Mortgage.

Marriage Settlement.

The Huſband dead without Iſſue.

Real Eſtate how far charged.

other Proviſion for the Payment of the ſaid 200 *l.* a Year to the ſaid *A. B.* till ſhe ſhall come into Poſſeſſion of the Premiſſes appointed for her Jointure, or the ſaid ſeveral Sums of, *&c.* raiſed and charged upon the ſaid Eſtate, whereby the Fee-ſimple and Inheritance of the Premiſſes is come to and devolved upon *L. B.* Brother of the ſaid *B. B.* ſubject to the Eſtate for Life of the ſaid (*Father and Mother*) and the Jointure of the ſaid *A. B.* and alſo ſubject to the ſaid Charge of 200 *l. per Annum*, to the ſaid *A. B.* till ſhe ſhall come poſſeſſed of the Eſtate limited to her in Jointure; and alſo the ſaid ſeveral Sums of, *&c.* charged upon the ſaid Eſtate, as aforeſaid, as likewiſe to the Bond and other the Creditors of the ſaid *B. B.* by Specialty; which ſaid real Eſtate, as to thoſe ſeveral Terms to which the ſame are ſo ſubject, as alſo the ſaid Bond and Specialty Debts, ſhall come in Aid to the Perſonal Eſtate of the ſaid *B. B.* in caſe that ſhall be in any Thing deficient to pay the ſame and all other his ſimple-Contract Debts: **And whereas** by virtue of a Commiſſion of Appraiſement iſſuing out of the Prerogative Court of *Canterbury* directed to *B. H. &c.* as Commiſſioners to take an Account of, appraiſe and value all and ſingular the Goods, Eſtate and Effects of the ſaid *B. B.* they the ſaid Commiſſioners have accordingly taken an Account and made an Eſtimate thereof, and duly returned the ſame into the ſaid Prerogative Court, a true Copy whereof is contained in the Schedule hereunto annexed, intitled, *The firſt Schedule:* **And whereas** the ſaid *A. B.* hath taken out Letters of Adminiſtration to the ſaid *B. B.* and poſſeſſed herſelf of ſuch Part of his perſonal Eſtate, and ſold and diſpoſed of, and got in and received ſuch Part thereof as ſhe could, and other Part remains undiſpoſed of, which are altogether included and mentioned in the Schedule hereunto annexed, intitled, *The ſecond Schedule*, and hath paid off, laid out and expended ſundry Sums of Money in and towards Diſcharge of the Funeral Expences and Debts of the ſaid Inteſtate; **All** which Goods and Effects ſo by her ſold and diſpoſed of, and the Money and Produce of the ſaid Inteſtate's Eſtate, which ſhe has received, and of whom, and how paid and applied, are particularly, by way of Account current Debtor and Creditor, in the ſaid ſecond Schedule hereunto annexed; which all the ſaid Parties to theſe Preſents do admit, approve and allow of: **And whereas** great Part of the perſonal Eſtate of the ſaid *B. B.* conſiſted of Debts in Trade, Tobacco undiſpoſed of, and other Matters to a conſiderable Value; **And** in regard that the ſaid *A. B.* is unacquainted with the Nature of Trade, and that great Loſs and Damage might happen thereby; and that thereby or otherwiſe, as well the ſaid *A. B.* as the ſaid *B. B.* and the ſaid Eſtate might be ſubject to Suits in Law and Equity, and the Perſons intereſted in and intitled to the *Reſiduum* of the ſaid Inteſtate's Eſtate might be conſiderably prejudiced thereby, and the ſaid Creditors retarded in the having and receiving of their juſt Debts: **To** prevent which and all other Inconveniencies as much as poſſible, they the ſaid *A. B.* the Widow and Adminiſtratrix, and the ſaid *B.* the Father of the ſaid Inteſtate, and the ſaid Inteſtate's Creditors, Parties to theſe Preſents, on the Behalf of themſelves and all other the Simple-Contract Creditors of the ſaid *B. B.* deceaſed, came to an Agreement together, to name and appoint three Perſons as Truſtees and Managers of the ſaid Inteſtate's Eſtate for the Benefit of the Parties intereſted therein, to collect and get in, and to pay and apply the ſame in due Courſe of Adminiſtration, with reſpect nevertheleſs to ſuch Covenants or Agreements as are herein after mentioned; **And** to the End and Purpoſe the ſaid *A. B.* named the ſaid *O. P.* her Father, for and on her Behalf, and the ſaid *B. B.* the Father, named the ſaid *T. J.* for and on his Behalf, and the ſaid Creditors, Parties to theſe Preſents, named the ſaid *Q. R.* for and on the Behalf of themſelves and other the Simple-Contract Creditors of the ſaid *B. B.* deceaſed; to which all the ſaid Parties to theſe Preſents agreed; but afterwards the ſaid *B. B.* the ſaid Father, delayed the eſtabliſhing of the ſaid Agreement, and after the ſame was ſettled by Counſel named and appointed for that Purpoſe by Conſent of all Parties, abſolutely refuſed to confirm or join in the ſaid Agreement; and therefore the ſaid *O. P.* and *Q. R.* at the Requeſt of the ſaid *A. B.* and the ſaid *C. D. E. F. G. H. J. K.* and *L. M.* the ſaid Simple-Contract Creditors, Parties to theſe Preſents, have agreed to take upon themſelves the ſaid Truſt: **And whereas** the Sum of, *&c.* Part of the ſaid Inteſtate's perſonal Eſtate is already laid out in the Purchaſe of 5000 *l. South-Sea* Annuities in the Name of the ſaid *O. P.* in Order to ſecure the Payment of the ſaid annual Sum of 200 *l.* to the ſaid *A. B.* until ſhe ſhall be in Poſſeſſion of her Jointure, purſuant to the true Intent and Meaning of the ſaid recited Agreement and Settlement; the Produce of which ſaid *South-Sea* Annuities, after the Payment of the ſaid 200 *l. per Ann.* and alſo the ſaid *South-Sea* Annuities after the ſaid *A. B.* ſhall be poſſeſſed of her Jointure, ſhall be applied towards Payment of the ſaid Mortgage Debts and other Demands herein before mentioned; and that on ſuch Payments, the ſaid Mortgage ſhall be aſſigned to attend the Freehold and Inheritance of the ſaid mortgaged Premiſſes, or otherwiſe aſſigned for the better ſecuring the ſaid 200 *l.* a Year, and Payment of the ſaid Inteſtate's Debts by Mortgage; and after Payment thereof, the Reſidue ſhall by the ſaid Truſtees be applied towards Payments of the Debts by Specialty, and then the other Debts, in a Courſe of Adminiſtration;

A Commiſſion of Appraiſement out of the Prerogative Court.

Adminiſtration granted to the Widow. What is received by her and paid.

Great Part of Perſonal Eſtate conſiſted in Debts in Trade, *&c.*

Agreement to name Truſtees.

Truſtees named particularly.

One Party don't fulfil ſaid Agreement; others take upon themſelves the ſame.

A Sum has been laid out in *South-Sea* Annuities to ſecure the Widow's 200 *l. per Ann.* till ſhe is in Poſſeſſion of her Jointure.

After that to go towards Payment of Debts, *&c.* in Courſe.

And

And it is further agreed, that the ſaid *Q. R.* ſhall impower the ſaid *O. P.* to receive the Dividends of the ſaid *South-Sea* Annuities, in order to pay thereout the ſaid 200 *l. per Ann.* to the ſaid *A. B.* **And whereas** there may be a Surplus of the ſaid Inteſtate's Eſtate, whereby the ſaid *A. B.* in ſuch Caſe will be intitled to a diſtributive Share of ſuch Surplus, and in regard the ſaid Creditors have conſented to indemnify the ſaid *A. B.* againſt all other Creditors of the ſaid Inteſtate; therefore the ſaid *A. B.* hath agreed that all extraordinary Expences of the Funeral, and all extraordinary Coſts and Expences the ſaid Creditors, Parties to theſe Preſents, ſhall bear, ſuſtain and be put unto in defending the ſaid *A. B.* purſuant to their aforeſaid Covenant, ſhall in the firſt Place be deducted and paid to the ſaid Creditors, Parties to theſe Preſents, before the ſaid *A. B.* ſhall receive any Part of the ſaid Surplus; and that the ſaid *A. B.* ſhall only receive what ſhall remain after the Deduction of ſuch Charges and Expences, and no more; and ſo as ſuch other Perſons, who ſhall be intitled to the Reſidue of the ſaid Inteſtate's diſtributive Eſtate, do allow their proportionable Share of all the ſaid extraordinary Expences, except thoſe of the ſaid Funeral, which are to be allowed by the ſaid *A. B.* only: **Now this Indenture witneſſeth**, That the ſaid *A. B.* in Purſuance of the ſaid Agreement, and for and in Conſideration of the Premiſſes, and to the End, Intent and Purpoſe herein before recited and mentioned, and in Conſideration of the Sum of 5 *s.* of, *&c.* to her the ſaid *A. B.* in Hand paid by the ſaid *O. P.* and *Q. R.* at, *&c.* ſhe the ſaid *A. B.* at the Requeſt and by the Direction and Appointment of the ſaid *C. D. E. F. &c.* Creditors of the ſaid *B. B.* Parties to theſe Preſents, on the Behalf of themſelves and other the Simple-Contract Creditors of the ſaid *C. B.* teſtified, *&c.* **Hath** aſſigned, *&c.* unto the ſaid *O. P.* and *Q. R.* their, *&c.* **All** that Meſſuage, *&c.* at and under the Rent, *&c.* **Subject nevertheleſs** to ſuch Agreements as the ſaid *A. B.* hath made with one *J. W.* of, *&c.* touching the Sale of the Leaſe of the ſaid Houſe, and Part of the Houſhold Goods therein, and the Money ariſing by ſuch Sale to be paid to the Truſtees; **And alſo** all and ſingular the Houſhold Goods and Furniture of the Houſe, Plate, Linen, Pewter, Braſs, Coppers, Beds, Bedding, and other Things of what Nature or Kind ſoever; **And alſo** all the Shop Goods, Tobacco, Stock in Trade, Utenſils and other Goods and Chattels of what Nature or Kind ſoever in or upon the ſaid Premiſſes, or to her the ſaid *A. B.* as Adminiſtratrix of the ſaid *B. B.* deceaſed, in any wiſe of Right belonging and appertaining; **And alſo all** and every the Debts and Sums of Money belonging, due and owing, or payable to her the ſaid *A B.* as Adminiſtratrix to her ſaid Huſband, in the firſt Schedule hereunto annexed mentioned; **And alſo all** other the Goods and Chattels whatſoever; **And alſo all** and every other the Debts ſo due and owing, or to grow due and owing to the ſaid *A. B.* and contracted by and from any Perſon or Perſons whatſoever before the Day of the Date of theſe Preſents, and all her Eſtate, *&c.* of, in and to the ſame and every Part, *&c.* **The** Wearing Cloaths, Wearing Apparel, and all other the Wearing and Ornamental Things of her the ſaid *A. B.* and the Furniture of a Room as of and for her Paraphernalia, and the Plate and other Things in the ſaid ſecond Schedule mentioned, only excepted; **To have**, &c. (except, *&c.*) and ſo ſubject as aforeſaid, unto, *&c.* for ever by theſe Preſents; **And**, &c. (*Declaration by all the Parties, that the Premiſſes are aſſigned upon Truſt to be ſold, Debts to be got in, Dividends and Stock to be applied in Payment of the Mortgage and Specialties, and then the Simple-Contract Debts as in the above Agreement, and till Payment ſhall put Money received out at Intereſt for the Benefit of the Creditors and Parties intitled to the Surplus, and, as ſoon as conveniently may be, apply the ſame in Diſcharge of the Inteſtate's Debts, according to the Statute of Diſtribution*); **And** the ſaid *A. B.* for herſelf, *&c.* doth covenant, *&c.* to, *&c.* that it ſhall and may be lawful to and for the ſaid *O. P.* and *Q. R.* their Agents or Servants, or whomſoever they ſhall direct and appoint, from Time to Time to enter into, continue and remain in the Dwelling-houſe and Warehouſes aforeſaid, where the ſaid Goods and Chattels hereby aſſigned and ſet over now are, and to take the ſame or any Part thereof into their Cuſtody and Poſſeſſion, and ſell the ſame there, if they ſhall think fit, and alſo to take, remove and carry away the ſame from thence, and ſell them elſewhere, without any Let, Denial, Hindrance, Trouble, Interruption, Imbezilment, with-holding or concealing the ſame, or any Part thereof by her the ſaid *A. B.* her Executors or Adminiſtrators, or any other Perſon or Perſons by or with her or their Knowledge, Privity, Conſent or Procurement. (*And that ſhe*, &c. *will not receive any of the Debts, nor releaſe the ſame; and appoints the Truſtees her Attornies to receive her Debts*, &c. *that the Widow will not become nonſuit*, &c. *without Truſtees Conſent. Further Aſſurance.*) **And further** that it ſhall and may be lawful for the ſaid *O. P.* and *Q. R.* in caſe there ſhall be any Surplus of the ſaid Inteſtate's Eſtate after Payment of his Debts, whereby the ſaid *A. B.* ſhall be intitled to a diſtributive Part of ſuch Surplus, that the ſaid Truſtees ſhall or lawfully may deduct out of ſuch Surplus, ſo far as the ſame will extend, all extraordinary Expences of the Funeral, and all other Charges, purſuant to the ſaid recited Agreement. **And this Indenture further witneſſeth**, That they the ſaid *C. D. E. F. &c.* Creditors of the ſaid *B. B.* deceaſed, Parties to theſe Preſents, on Behalf of themſelves and

Q. R. impowers *O. P.* to receive the Dividends.

Of the Surplus (if any) the Widow will be intitled to her diſtributive Share.

Extraordinary Charges of the Funeral, *&c.* to be deducted.

Conſideration.

Aſſignment of Leaſehold Premiſſes.

Subject, *&c.*

Houſhold Goods.

Stock in Trade.

Debts.

Paraphernalia *&c.* excepted.

Declaration of the Truſts.

The Widow covenants that the Truſtees and their Servants ſhall continue in the Houſe and ſell the Goods.

Will not receive, nor releaſe.

Letter of Attorney.

Further Aſſurance, *&c.*

Extraordinary Expences to be deducted out of the Surplus.

Creditors covenant to accept this Assignment in full of their Demands.

and other Simple-Contract Creditors of the said *B. B.* deceased, for and in Consideration of the Grant and Assignment hereby made to the said *O. P.* and *Q. R.* with which they and every of them acknowledge themselves to be fully contented, they the said Creditors, Parties, *&c.* each and every of them for himself severally and apart, and for his and their several and respective Heirs, *&c.* and his and their several Acts only, and not jointly or one for another, do and doth hereby covenant, *&c.* to and with the said *A. B.* to take the Grant and Assignment so as aforesaid made to the said *O. P.* and *Q. R.* in full Discharge of their respective Claims and Demands, as also in full of all other the Demands of the Intestate Creditors by Specialty, Simple Contract or otherwise, which he, she or they may, might or could have or claim from the said *A. B.* her, *&c.*

Provided she don't hinder the Trustees from acting, *&c.* as aforesaid.

So as and provided the said *A. B.* her, *&c.* do and shall in every Thing conform and act in and to the said Trustees, and do nothing to hinder or retard them in having and receiving all the Estate and Effects which the said *B. B.* her late Husband died possessed of or any ways intitled to, except as aforesaid, or otherwise in the Execution of the Trust hereby in them reposed, according to the true Intent and Meaning hereof. **And** in such Case they the said Creditors, Parties to these Presents, that is to say, Each and every of them by and for him doth and do covenant, *&c.* upon Payment of their respective Debts, or such Part thereof as the Estate and Effects of the said *B. B.* deceased, hereby assigned and set over, or intended so to be, will amount unto, rateably and proportionably according to their respective Debts, when the same shall be collected and gathered in as aforesaid, to deliver up to her the said *A. B.* or her Executors or Administrators, or to the said Trustees for her or them, all Bonds, Bills, Notes and Securities which they or any of them have or can come at, for, touching or concerning any of their Debts or Demands, or otherwise shall and will release, and do hereby release and discharge her the said *A. B.* her, *&c.* of and from all Manner of Actions, *&c.* from the Beginning of the World unto the Day next before the Day of the Date of these Presents; **And** this present Indenture shall accordingly operate, and be a full, general and absolute Release and Discharge to the said *A. D.* her, *&c.* from and against all and every of them the said Creditors, Parties to, and who shall execute these Presents by themselves or others by them authorized, their respective Executors and Administrators, and all other the Creditors of the said *B. B.* deceased, and shall and may at all Times be so pleaded and pleadable in any Court of Law or Equity. **And further**, they the said Creditors above-named, Parties, *&c.* for themselves severally, *&c.* covenant, *&c.* to and with the said *A. B.* her, *&c.* that they the said Creditors, Parties hereto, their, *&c.* shall and will well and sufficiently save, defend, keep harmless and indemnified the said *A. B.* her, *&c.* of, from and against all Manner of Arrests, Costs, Charges, Damages and Expences which she or they shall or may suffer, sustain or be put unto, as Administratrix to the said *B. B.* for or by Reason or Means of any Action, Arrest, Suit or Process commenced or to be commenced against her or them in the Name or Names, or by the Means or Procurement of any of them the said Creditors, Parties hereto, or any other Creditors of the said *B. B.* deceased, contrary to the true Intent and Meaning of these Presents; and also by Reason or Means of making this present Agreement and Assignment pursuant thereunto, or her the said *A. B.* her, *&c.* her or their Name or Names being at any Time made Use of in any Action, *&c.* to be commenced by, for or in recovering, having and receiving the Premisses, so as aforesaid assigned and set over to the said, *&c.* for the Purposes aforesaid, or any wise relating thereto or to these Presents; **And** that if it shall happen that any Surplus shall remain in the Hands of the said *O. P.* and *Q. R.* by Means of the Assignment so to them made as aforesaid, after the securing thereout, in the first Place, the said 200*l. per Ann.* to and for the Use of the said *A. B.* during her Life, according to the said above in Part recited Settlement, and all other the Debts of the said *B. B.* deceased, by Mortgage or Specialty, according to the true Intent and Meaning of these Presents, and Satisfaction of all the said Creditors, Parties, *&c.* their respective Debts, and the Trustees their Charges; that then such Surplus (if any) shall be paid, distributed and divided to and amongst such Person and Persons as shall be intitled thereto, in a due Course of Administration, subject as aforesaid, and according to the Statute of Distribution of Intestate's Estates in that in Case made and provided; any Thing, *&c.* **Provided always**, and it is hereby declared and agreed by and between the said Parties to these Presents, That nothing herein contained shall be construed to debar or hinder the said Creditors or any of them, in case the said personal Estate shall prove deficient or be exhausted, or any wise applied in the Payment of the said Debts on Mortgage or Specialty, by all lawful Ways, *&c.* to recover their respective Debts out of the real Estate of the said *B. B.* deceased, descended to the said *L. B.* his Brother and Heir. (*Proviso that if* O. P. *shall die in the Life of* A. B. *before the Trusts performed, she may appoint another Trustee; so may the Creditors if* Q. R. *dies. Trustees not to be answerable*, &c.) **And it is hereby further declared and agreed** by, *&c.* all, *&c.* and it is the true, *&c.* that when and so soon as there shall be sufficient to discharge the Principal and Interest due on the said Mortgage and other Debts by Specialty, that the same shall be paid off and discharged in a Course of Administration, and the

Creditors on Payment to deliver up Securities.

These Presents to operate as a Release.

Indemnity of the Widow.

Surplus, how to be divided.

Proviso, in case of Personal Estate falling short, *&c.*

In case of Trustee's Death.

Declaration, that after Debts paid Securities to

the ſaid ſeveral Securities ſhall be aſſigned to the ſaid Truſtees in ſuch Manner as Counſel ſhall adviſe, in order to protect the Jointure of the ſaid *A. B.* from any Incumbrances that may be thereon, and to protect the ſame, and to charge the Real Eſtate of the ſaid *B. B.* in caſe the Perſonal Eſtate ſhall be deficient to pay the whole Debts due from the ſaid Inteſtate, in Eaſe of the Perſonal Eſtate, for the Benefit of the ſaid *Q. R.* and other the Creditors of the ſaid *B. B.* but not ſo as to prejudice the Jointure of the ſaid *A. B.* **And further alſo**, that when and ſo ſoon as there ſhall be received and got in, by the ſaid Truſtees, out of the Eſtate and Effects of the ſaid Inteſtate, the Sum of 1000*l.* over and above and after Satisfaction and Diſcharge of the ſeveral Debts by Mortgage and Specialties and the ſaid 200*l. per Ann.* to the ſaid *A. B.* that the ſaid Sum of 1000*l.* ſhall be divided amongſt all the Simple-Contract Creditors, Parties to theſe Preſents, or who ſhall appear to be juſt Creditors of the ſaid Inteſtate, equally and proportionably according to their reſpective Debts; and ſo from Time to Time as ſoon and as often as 1000*l.* more ſhall be raiſed and got in, they the ſaid *O. P.* and *Q. R.* do hereby reſpectively, and not one for the other, covenant, *&c.* to and with the ſaid *C. D.* and *E. F.* and other the Creditors of the ſaid *B. B.* Parties, *&c.* to pay and divide accordingly. **In Witneſs**, &c.

be aſſigned to protect the Jointure.

As ſoon as 1000*l.* is received and Debts paid, it ſhall be divided amongſt Creditors.

An Aſſignment of Debts as a Security in Truſt for Creditors, being all the Satisfaction the Aſſignor is capable of making; with a Proviſo, that if all his Creditors do not execute a Letter of Licence in a limited Time, this Aſſignment to be void.

THIS Indenture, &c. **Whereas**, &c. (*Recital that the Aſſignor is indebted to ſeveral Perſons in the firſt Schedule underwritten named, in the Sums ſet againſt their Names*), which he is not at preſent in a Capacity to pay, or of making a Proviſion for the Payment of, otherwiſe than by and out of the ſeveral Debts due and owing to him the ſaid *A. B.* in the way of his Trade, and which are mentioned and ſet down in the ſecond Schedule hereunder written: **And whereas**, in Conſideration that ſome Time is neceſſary to be allowed for the collecting and getting in of thoſe Debts ſo due and owing to the ſaid *A. B.* and that without the Indulgence of ſuch his Creditors, and their Forbearance in the mean Time to ſue, proſecute, or otherwiſe moleſt him, he the ſaid *A. B.* will not be able to carry on and follow his Trade and Buſineſs, in order to his Support and Maintenance, ſuch the Creditors of the ſaid *A. B.* upon the Interceſſion of *B. B.* of, *&c.* Father and principal Creditor of the ſaid *A. B.* have agreed to give and grant unto him the ſaid *A. B.* Letters of Licence and Forbearance, for ſo long Time as and until ——, upon making ſuch Proviſion for the Payment of their reſpective Debts, as by this Deed or Inſtrument is intended, as herein after is mentioned: **Now**, &c. (*Aſſignment upon Truſts.*) **And** for the better, &c. (*Letter of Attorney.*) **Provided always**, and theſe Preſents are upon this Condition nevertheleſs, that unleſs all and every the Creditors of the ſaid *A. B.* in the ſaid firſt Schedule hereunder written named, ſhall, within one Week now next enſuing the Date hereof, well and truly execute unto the ſaid *A. B.* ſuch Letter of Licence and Forbearance as aforeſaid, of even Date with theſe Preſents, theſe Preſents, and every Thing herein contained, ſhall be utterly void and of no Effect; any Thing, *&c.* **In Witneſs**, &c.

Recitals. Aſſignor indebted.

Time for Payment neceſſary to be given.

Aſſignment. Letter of Attorney.

Proviſo that unleſs all the Creditors ſhall execute a Letter of Licence, this Deed to be void.

An Aſſignment of a Debt for ſecuring a Debt owing to the Aſſignee by the Aſſignor, with Proviſo to be void on Payment of the ſaid laſt mentioned Debt.

KNOW, &c. That I *B. M.* of, *&c.* in Conſideration of the Sum of, *&c.* now juſtly due and owing by me to *W. P.* of, *&c.* and for the better ſecuring the Payment of the ſame to the ſaid *W. P.* **Have** bargained, ſold, aſſigned, *&c.* and by, *&c.* **Do**, &c. unto the ſaid *W. P.* **All** that Debt or Sum of, *&c.* which is now due and owing to me from *J. H.* of, *&c.* for Goods ſold and delivered by me to the ſaid *J. H.* or his Order, before the Day of the Date hereof, and all my Right, *&c.* **To hold** to the ſaid *W. P.* his Executors, *&c.* from henceforth, to his and their own proper Uſe and Behoof for ever, under the Proviſo and Condition herein after mentioned: **And** I do hereby conſtitute, *&c.* (*Letter of Attorney.*) **And** I do hereby covenant, *&c.* (*Has not done, nor will do any Act to hinder Aſſignee from receiving the Debt, but will do further Acts*, &c. *as uſual.*) **Provided always**, that if I the ſaid *B. M.* my Executors, Adminiſtrators and Aſſigns, ſhall well and truly pay, or cauſe, *&c.* unto the ſaid *W. P.* his, *&c.* the ſaid Sum of, *&c.* within, *&c.* next enſuing the Date hereof, then this preſent Aſſignment, and every Article and Clauſe herein contained, ſhall become void, and of no Effect. **In Witneſs**, &c.

An Assignment by the Assignee under a Commission of Bankruptcy (by the Consent and Direction of the rest of the Creditors) of the (a) Bankrupt's Effects, to one of the Creditors, who (by Agreement) advances 8 s. in the Pound, which the other Creditors agree to accept.

THIS Indenture made, &c. Between *W. P.* of, &c. *(the Assignee under the Commission)* of the first Part, *D. N.* late of, &c. (against whom a Commission of Bankruptcy hath been lately awarded) of the second Part, *P. N.* of, &c. *T. C.* and *J. G.* of, &c. *T. N.* of, &c. *D. B.* of, &c. *B. H.* of, &c. *R. T.* of, &c. and *J. W.* of, &c. Creditors of the said *D. N.* of the third Part, and *M. H.* of, &c. *(Trustee)* of the fourth Part. **Whereas** his Majesty's Commission under the Great Seal of *Great Britain*, grounded upon the several Statutes made concerning Bankrupts, bearing Date at *Westminster* the 4th Day of *July* last past, hath been awarded against the said *D. N.* directed to *N. G. T. L.* and *B. J.* Esqrs. *J. W.* and *J. B.* Commissioners in the said Commission named, thereby giving full Power and Authority unto them the said Commissioners, four or three of them, to execute the same; as by the said Commission may more fully appear: **And whereas** the major Part of the said Commissioners having began to put the said Commission in Execution, and upon due Examination of Witnesses, and otherwise, found that the said *D. N.* for a Year then last past and upwards used and exercised the Trade and Business of a Victualler and Dealer in Horses, and bought, sold and traded in Buying and Selling, and endeavoured to get his Living thereby, as others of his Trade and Business used to do, and by that Means became justly and truly indebted to the said *W. P.* in the Sum of 439 *l.* 4 *s.* 6 *d.* for Goods sold and delivered, and in the further Sum of 40 *l.* for Money lent, and to divers other Persons his Creditors, Parties hereto, in several Sums of Money; and that the said *D. N.* in the Judgment of the major Part of the said Commissioners, had become a Bankrupt, to all Intents and Purposes, within the Compass, true Intent and Meaning of the several Statutes made concerning Bankrupts, or within some or one of them, before the Date and Suing forth of the said Commission: **And whereas** the said *T. L. J. W.* and *J. B.* (being the major Part of the said Commissioners in the said Commission named) *Did* by Examination upon Oath of the said *D. N.* and otherwise, find that the said *D. N.* at the Time and since he became a Bankrupt as aforesaid, was possessed of divers Houses, Goods, Household Stuff and Implements of Household, all which they the major Part of the said Commissioners did cause to be seised by Virtue of their Warrant: **And whereas** pursuant to an Advertisement in the *London Gazette* for that Purpose inserted, the Creditors of the said *D. N.* appeared, at a Meeting of the major Part of the said Commissioners for that Purpose, at *Guildhall, London*; and the said *W. P.* being by the major Part of the said *D. N.*'s Creditors in Value, who had proved, or then and there did severally prove their Debts, every of them amounting to above 10 *l.* he the said *W. P.* was nominated and chosen to be Assignee of the Estate and Effects of the said *D. N.* according to the Form of the Statute in that case made and provided: **And whereas** by Indenture of Assignment bearing Date on or about the —— Day of —— now last past, and made or mentioned to be made between the said *T. L.* Esq; and the said *J. W.* and *J. B.* Gent. of the one Part, and the said *W. P.* of the other Part, (reciting as herein before is recited) *It is witnessed*, that the said Commissioners (Parties thereto) by Force and Virtue of the said Commission, and of the several Statutes whereupon the same was grounded, and in Considerations therein contained, by and on the Part and Behalf of the said *W. P.* his Heirs, Executors and Administrators, to be done and performed, *Did* order, assign and set over (as much as in them lay) unto the said *W. P.* **All** those five Houses, &c. *And also* all and singular the Goods, Household Stuff, Implements of Household and Stock in Trade; and also all and singular other the Goods and Chattels, Debts, Sum and Sums of Money, Rights and Credits then due and owing unto the said *D. N.* and all other the Personal Estate of the said *D. N.* and all and all Manner of Benefit and Advantage thereof, and of every Part thereof; *To hold* the same and every Part and Parcel thereof unto the said *W. P.* his Executors, Administrators and Assigns, *In Trust nevertheless* to and for the Use, Behoof, Benefit and Advantage of the said *W. P.* and all and every the Creditors of the said *D. N.* who had then sought, or thereafter in due Time should seek Relief, and come in as Creditors under the said Commission, according to the Direction and Limitation of the several Statutes in that Behalf made and provided, and to and for no other Use, Intent or Pur-

Recitals, viz. As to the Commission.

As to his being found a Bankrupt,

and being indebted, &c.

As to his being possessed of several Houses, Goods, &c. and the Seisure thereof by the Commissioners Warrant.

As to an Advertisement in the *Gazette*, and chusing an Assignee thereon.

As to the Commissioners Assignment to Mr. *P.* the Assignee.

The Premisses as to the Houses.

As to his Household Goods, Stock and Debts.

(a) For Bargains and Sales, and Assignments of Bankrupts Effects, see Tit. Bargain and Sale; and for Deeds of Distribution of Bankrupts Effects, see Tit. Distribution.

pose

poſe whatſoever, as in and by the ſaid recited Indenture, &c. **And whereas**, ſince the making and executing of the ſaid Indenture of Aſſignment, the ſaid *T. N.* one of the Creditors of the ſaid Bankrupt, and a Party hereto, hath propoſed to the reſt of the ſaid Creditors of the ſaid Bankrupt to advance and pay to them reſpectively the Sum and after the Rate of 8*s.* for every Pound Sterling, and ſo in Proportion for every greater or leſſer Sum to them ſeverally and reſpectively due and owing from the ſaid Bankrupt, upon the Goods, Debts, Effects and Perſonalty of the ſaid Bankrupt, aſſigned as aforeſaid to, and now remaining unconverted into Money, and not diſpoſed of, in the Hands of the ſaid Aſſignees, together with the Produce of ſuch Debts and Effects as have already been made or received, after Deduction of all Charges and Expences of and attending the ſaid Commiſſion and the Execution thereof, and of the aſſigned Truſt, being paid, aſſigned and transferred, to, or to the Order of the ſaid *T. N.* to which Propoſal all the ſaid Creditors, being well ſatisfied that the ſame is the Value or more than the ſaid Bankrupt's Eſtate and Effects will produce, have conſented and agreed to accept the ſaid Sum after the Rate of 8*s.* for every Pound Sterling, and ſo in Proportion as aforeſaid, in full Satisfaction for the whole of the Debts to them reſpectively due and owing from the ſaid Bankrupt: **Now this Indenture witneſſeth**, That the ſaid *W. P.* and the ſaid *R. N. T. C. J. G. J. N. D. B. B. H. R. T.* and *J. W.* being all the Creditors of the ſaid *D. N.* who have ſought Relief under the ſaid Commiſſion, in Purſuance and Execution of the ſaid Agreement, and alſo for and in Conſideration of the Sum of 8*s.* for every 20*s.* or Pound Sterling, and ſo in Proportion for every greater or leſſer Sum ſo due and owing to them reſpectively from the Eſtate of the ſaid *D. N.* as aforeſaid, to them in Hand ſeverally paid by the ſaid *N. H.* at or before the Enſealing and Delivery of theſe Preſents, that is to ſay, The Sum of 191*l.* 14*s.* in full for the Sum of 479*l.* 4*s.* 6*d.* due to the ſaid *W. P.* The Sum of 44*l.* in full for the Sum of 110*l.* 1*s.* due to the ſaid *R. N.* The Sum of 7*s.* 6*d.* in full for the Sum of 18*s.* due to the ſaid *T. C.* The Sum of 5*l.* 1*s.* in full for the Sum of 12*l.* 13*s.* due to the ſaid *J. G.* The Sum of 20*l.* in full for the Sum of 50*l.* due to the ſaid *T. N.* The Sum of 12*l.* in full for the Sum of 30*l.* due to the ſaid *D. B.* The Sum of 20*l.* in full for the Sum of 50*l.* due to the ſaid *B. H.* The Sum of 6*l.* 17*s.* in full for the Sum of 17*l.* 2*s.* 6*d.* due to the ſaid *R. T.* The Sum of 21*l.* 4*s.* in full for the Sum of 52*l.* 19*s.* 9*d.* due to the ſaid *J. W.* the Receipt and Payment of which ſaid ſeveral Sums the ſaid *W. B.* & *al'* do hereby ſeverally and reſpectively acknowledge, and themſelves therewith to be fully contented, ſatisfied and paid, and thereof and therefrom, and of and from every Part and Parcel thereof do, and each and every of them doth acquit, releaſe and diſcharge the ſaid *N. H.* his Executors and Adminiſtrators for ever, by theſe Preſents; **All** which ſaid ſeveral Sums paid in Manner aforeſaid, are hereby declared to be paid with the proper Money of the ſaid *T. N.* he the ſaid *W. P.* (at the Requeſt, and by the Direction and Appointment of the ſaid *R. N.* & *al'* and alſo of the ſaid *D. N.* the Bankrupt, teſtified by their being made Parties hereto, and their Sealing and Delivery hereof) **Hath** bargained, ſold, aſſigned, transferred and ſet over, and by theſe Preſents **Doth** abſolutely, and as much as in him lies, and he lawfully may, bargain, &c. unto the ſaid *T. N.* his Executors, Adminiſtrators and Aſſigns; **And** alſo the ſaid *D. N.* as much as in him lies, **Hath** bargained, ſold, releaſed, ratified and confirmed, and by theſe Preſents **Doth** bargain, ſell, releaſe, ratify and confirm unto the ſaid *T. N.* his Executors, Adminiſtrators and Aſſigns, **All** thoſe the ſaid five Houſes, &c. **And alſo all** and ſingular other the Goods and Chattels, Debts, Sum and Sums of Money, Rights and Credits due and owing unto the ſaid *D. N.* at the Time he became a Bankrupt, and all other the Perſonal Eſtate of the ſaid *D. N.* and all Manner of Benefit and Advantage thereof, and of every Part thereof, as fully and effectually to all Intents and Purpoſes whatſoever, as the ſaid Meſſuages, Goods and other Effects late of the ſaid *D. N.* the Bankrupt, which were aſſigned to the ſaid *W. P.* might have been held and enjoyed by virtue of the ſaid recited Commiſſion of Bankruptcy and Indenture of Aſſignment, **In Truſt** for himſelf and other the ſaid Creditors, Parties to theſe Preſents, together with the ſaid recited Commiſſion and Indenture of Aſſignment, and all Benefit and Advantage to accrue thereby, (the Leaſe of the Bankrupt's Dwelling-houſe, and the Goods for which Mr. *S.* contracted, and the Effects converted into Money, and for all which the ſaid *W. P.* hath now accounted to the Satisfaction of all the Parties, only excepted); **To have and to hold** the ſaid Meſſuages or Dwelling-houſes, and all and ſingular other the Goods and Chattels, Debts, Sum and Sums of Money, Rights and Credits whatſoever, and every Part and Parcel thereof, unto the ſaid *N. H.* his Executors, Adminiſtrators and Aſſigns, in Truſt nevertheleſs for the ſole Uſe, Benefit and Advantage of the ſaid *T. N.* his Executors, Adminiſtrators and Aſſigns, and to and for no other Uſe, Intent or Purpoſe whatſoever. **And this Indenture further witneſſeth**, that for the Conſiderations aforeſaid they the ſaid *R. N.* & *al'* **Have**, and each and every of them **Hath** remiſed, releaſed, and for ever quit-claimed, and by theſe Preſents for themſelves ſeverally and reſpectively, and their ſeveral and reſpective Executors and Adminiſtrators **Do**, and each and every of them

Propoſal by one of the Creditors to the reſt, to pay them 8*s.* in the Pound, which they agree to accept, &c.

Conſideration.

Aſſignment of Houſes.

Goods, Debts, &c. of the Bankrupt.

Habendum.

Releaſe of Debts to the Aſſignee.

them **Doth** remiſe, releaſe, and for ever quit-claim unto the ſaid *W. P.* his Executors and Adminiſtrators, **All** their and each and every of their ſaid ſeveral and reſpective Debts and Demands which they have or ever had, or which they or any of them is or are intitled to have, claim or demand, of or from the ſaid *W. P.* as ſuch Aſſigns as aforeſaid, or by or out of the Eſtate and Effects of the ſaid *D. N.* the Bankrupt, which by Virtue of the ſaid Commiſſion and Indenture of Aſſignment herein before recited were or are veſted in the ſaid *W. P.* **And** the ſaid *W. P.* doth by theſe Preſents make, ordain, conſtitute and appoint the ſaid *N. H.* his true and lawful Attorney, **In Truſt nevertheleſs** for the ſaid *T. N.* as aforeſaid, irrevocable, in his Name, Place and Stead, to demand and receive of and from all and every Perſon and Perſons whatſoever, all and every Sum and Sums of Money, Debt and Debts, and other Effects due, owing or belonging to the ſaid Bankrupt's Eſtate, aſſigned to the ſaid *W. P.* as aforeſaid, and not already converted into Money, diſpoſed of or by him received; and alſo to ſue and proſecute all and every ſuch Action and Actions, Suit and Suits, as he the ſaid *N. H.* ſhall think proper and needful for the recovering and getting in all or any of the ſaid Debt or Debts belonging to the ſaid Eſtate of the ſaid *D. N.* the Bankrupt, and to do all ſuch Acts and Things whatſoever which ſhall be from Time to Time thought needful and requiſite for the recovering and getting in of the ſame, and to give Releaſes and Diſcharges for the ſame, and to make, ſeal and execute all and every ſuch Acts and Things whatſoever as the ſaid *N. H.* ſhall think proper, but for the ſole Uſe, Benefit and Behoof of the ſaid *T. N.* his Executors, Adminiſtrators and Aſſigns: **And** the ſaid *N. H.* and *T. N.* for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective Executors, Adminiſtrators and Aſſigns, do hereby covenant, promiſe and agree, to and with the ſaid *W. P.* his Executors and Adminiſtrators, by theſe Preſents, that they the ſaid *N. H.* and *T. N.* their Executors, Adminiſtrators and Aſſigns, ſhall and will from Time to Time, and at all Times hereafter, well and ſufficiently ſave, defend, keep harmleſs and indemnified the ſaid *W. P.* his Heirs, Executors and Adminiſtrators, and his and their Bodies, Lands, Tenements, Goods and Chattels, of and from all and all Manner of Actions, Suits, Coſts, Loſſes, Damages and Expences whatſoever, which he or they ſhall or may ſuſtain or be put unto for or by Reaſon of the Premiſſes, or of the above recited Indenture of Aſſignment, or of his executing a Counterpart thereof, or of this preſent Deed of Aſſignment, or any other Matter or Thing by him lawfully done or executed by Virtue of the ſaid Commiſſion, or his lawful intermeddling or dealing in or concerning the Premiſſes, by Force, Virtue or Colour thereof; and alſo of, from and againſt all other Debts, Claims and Demands made or to be made by any other Perſon or Perſons whatſoever upon or out of the ſaid Bankrupt's Eſtates and Effects, or upon or againſt the ſaid *W. P.* as he is ſuch Aſſignee thereof as aforeſaid, his Heirs, Executors or Adminiſtrators. **In Witneſs**, &c.

Letter of Attorney.

A Covenant to indemnify touching preſent Aſſignment.

An Aſſignment of an Aſſignment of Debts to pay Creditors, &c. the firſt Aſſignee refuſing to act.

THIS Indenture Tripartite, made, *&c.* **Between** *A.* of the firſt Part, *B.* of the ſecond Part, and *C.* of the third Part. **Whereas** the ſaid *A.* on the Date hereof doth juſtly owe and is indebted unto the ſeveral Perſons his Creditors, whoſe Names and particular Debt againſt every ſuch Perſon's Name are ſet forth in a Schedule hereunder written, intitled, The firſt Schedule: **And whereas** the ſaid *A.* by Reaſon of Loſſes and other Misfortunes, is now obliged to abſcond from his Trade and Habitation, and is rendered uncapable of paying each Creditor their full reſpective Debts: **And whereas** there is now juſtly due and owing to the ſaid *A.* from the ſeveral Perſons, the reſpective Debts or Sums of Money ſet forth againſt every ſuch Perſon's Name, and which are mentioned in another Schedule hereunder written, intitled, The ſecond Schedule; **Which** laſt mentioned Debts ſo due to him the ſaid *A. Have* been by him aſſigned to the ſaid *B.* and his Aſſigns, *In Truſt* and to the Intent (when received) to be by him or them paid to the ſaid Creditors of the ſaid *A.* proportionably, according to their reſpective Debts, as far as the ſame will extend to pay and ſatisfy: **And whereas** the ſaid *B.* not having received any of the ſaid Debts, and declining to act in the ſaid Truſt, *Hath* agreed to relinquiſh the ſame, and to aſſign the ſame Debts to the ſaid *C. Nevertheleſs upon the Truſts* and Purpoſes, and in ſuch Manner as herein after mentioned: **Now this Indenture witneſſeth**, That in Performance of the ſaid Agreement, and for 5*s.* of lawful Money to the ſaid *B.* in Hand paid by the ſaid *C.* at or before the executing hereof, and for other good Conſiderations him thereunto eſpecially moving, **He** the ſaid *B.* **Hath**, and by theſe Preſents **Doth** abſolutely renounce, relinquiſh and quit-claim all his Right, Title and Intereſt whatſoever, of, in or to the ſaid Truſt, Debts, Monies and Premiſſes ſo aſſigned to him as aforeſaid; **And** for the Conſiderations aforeſaid, **He** the ſaid *B.* (by the Direction and

Debts owing.

Unable to pay Debts due.

Aſſigned,

but not received, the former Aſſignee refuſing to act.

Relinquiſhment of Right to the Debts aſſigned,

Appointment of the said *A.* testified by his being a Party to and executing hereof) **And also** the said *A.* **Have**, and each of them **Hath**, and by these Presents **Do**, and each of them (as much as in them lieth, or they or either of them can or lawfully may) **Doth** absolutely assign, transfer and set over unto the said *C.* his Executors, Administrators and Assigns, all and singular the said several Debts and Monies in the said second Schedule hereunder written mentioned and expressed, and all the Right, Interest, Property, Claim and Demand whatsoever or howsoever of them the said *A.* and *B.* or either of them, of, in or to the said hereby assigned Debts, Monies and Premisses; **To have**, hold, receive, take and enjoy, all and singular the said hereby assigned Debts, Monies and Premisses, unto and to the Use of the said *C.* his Executors, Administrators and Assigns, from henceforth, as and for his and their own proper Monies; **Nevertheless upon the several Trusts**, &c. (*Setting forth the Trusts; and then add a Letter of Attorney*). **In Witness**, &c.

and new Assignment by the Direction of the former Assignor.

XIV. Assignments of * Debts in Consideration of Money paid, and of dissolving Partnership, &c.

An Assignment by a Baron and Feme, the Feme being Administratrix of her Father's Goods, &c. of all Debts due to the Father's Estate on Bonds, Judgments, Notes, Books, &c. (except two Debts) in Consideration of a Sum of Money paid, with Letter of Attorney and proper Covenants.

This Indenture made, *&c.* **Between** *F. B.* of, *&c.* Esq; and *D.* his Wife, (Daughter and Administratrix of the Goods and Chattels, Debts and Credits of *W. N.* late of, *&c.* deceased) of the one Part, and *W. L.* of, *&c.* of the other Part. **Whereas** there are several Debts upon Bond, Judgment, Assignment, Note, Book or otherwise, now due and owing from several Persons to the Estate late of the said *W. N.* which now belong to and are the Property of the said *F. B.* and *D.* his Wife, (as being such Administratrix as aforesaid; **And whereas** most of the said Debts being of long standing, few of them good, and the greatest Part of them bad and desperate, and in regard of the Trouble and great Expence and Charge which the said *W. L.* may be at in getting in such of the said Debts as may prove good, that they the said *F. B.* and *D.* his Wife, in Consideration of the Sum of 100*l.* to them paid by the said *W. L.* as herein after mentioned, have agreed to make an absolute Assignment of all and every the said Debts, both good and bad, unto and to and for the only Use and Benefit of him the said *W. L.* his Executors and Assigns, in such Manner, and except as herein after is in that Behalf mentioned and expressed: **Now this Indenture witnesseth**, That in Pursuance and Performance of the said recited Agreement, and for and in Consideration of the said Sum of 100*l.* of, *&c.* to them the said *F. B.* and *D.* his Wife, or one of them, in Hand well and truly paid by the said *W. L.* at, *&c.* in full for the absolute Purchase of all the Right and Interest of them the said *F. B.* and *D.* his Wife, of, in and to the said hereby assigned Debts, Monies and Premisses, the Receipt of which said Sum of 100*l.* they the said *F. B.* and *D.* his Wife do hereby acknowledge, and thereof, *&c.* the said *W. L.* his Executors, Administrators and Assigns, and for divers other, *&c.* they the said *F. B.* and *D.* his Wife, **Have**, and each of them hath bargained, sold, assigned, transferred and set over, and by these Presents **Do** and each of them **Doth** freely clearly and absolutely bargain, *&c.* unto the said *W. L.* **All** and every the said Debts both good and bad, and Sums of Money whatsoever as are now due and owing by virtue of any Judgments, Bonds, Notes, Books, or otherwise howsoever, from all and every Persons whomsoever and wheresoever, to the Estate late of the said *W. N.* deceased, or to them the said *F. B.* and *D.* his Wife, or either of them, as his Representatives by virtue of the said Administration, or otherwise howsoever, (other than and except a Debt due from *W. V.* late of *London*, Merchant, one other Debt due from the late Earl of *T.* deceased), together with all and every the Bonds, Judgments, Notes, and all Interest-Monies due thereon, and also all Books of Account, and all and every other the Vouchers, Papers and Writings whatsoever, touching or concerning the same, and together also with all Benefit and Advantage whatsoever to be had or made of the same; and also all Right, Title, Interest, Property, Claim and Demand whatsoever, both at Law and Equity, of them the said *F. B.* and *D.* his Wife, or of either of them, or of any Person or Persons in Trust for them, or either of them, of, in, to or out of the said hereby assigned Debts, Monies and Premisses, and every Part and Parcel thereof, by virtue of the said Administration,

Recital of Debts due to the Intestate *W. N.* on Bond, Judgment, Assignment, *&c.*

Many of them bad.

Agreement for Assignment.

Consideration.

Assignment.

* See before in the last Division for Assignment of Debts, *&c.* in Satisfaction of Creditors.

Note; Debts by the Common Law are not properly assignable. See the Notes under the first Page of Assignments.

Habendum. or otherwise howsoever; **To have, hold,** receive, take and enjoy the said Debts, Monies, and all and singular other the herein before mentioned and intended to be hereby assigned Premisses (except as aforesaid) unto and to and for the only Use and Benefit of him the said *W. L.* his Executors, Administrators and Assigns, as and for his and their own proper Monies from henceforth for evermore, and that in as full, large, ample and beneficial Manner, to all Intents and Purposes whatsoever, as they the said *F. B.* and *D.* his Wife, or either of them, their or either of their Executors or Administrators, could or might have had, received or enjoyed the same, in case these Presents had not been made. **And** for the better and more effectual enabling him the said *W. L.* his Executors, Administrators and Assigns, to recover and receive all and singular the hereby assigned Debts, Monies and Premisses, to and for his and their own Use and Benefit, they the said *F. B.* and *D.* his Wife, for the Considerations aforesaid, **Have** and each of them **Hath,** and by these Presents **Do,** and each of them **Doth** nominate, *&c.* the said *W. L.* his, *&c.* the true and lawful Attorney and Attornies of them the said *F. B.* and *D.* his Wife, in their or either of their Names, or otherwise, to ask, demand, sue for, recover and receive, of and from —— and all and every other Persons whomsoever, who are any ways indebted to the Estate late of the said *W. N.* or his Representatives as aforesaid, **All** and singular the said hereby assigned Debts, Sums of Money and Premisses (except the aforesaid two Debts), and upon Receipt thereof, or of any Part thereof, in the Names of the said *F. B.* and *D.* his Wife, or either of them, or otherwise, to give proper and sufficient Discharges for the same, and upon Non-payment thereof, or of any Part thereof, in their or either of their Names, to commence any Action or Suit, either at Law or in Equity, and the same to carry on to Effect, for the Recovery and Receipt of the said hereby assigned Debts, Monies and Premisses; and they the said *F. B.* and *D.* his Wife, do hereby give and grant unto the said *W. L.* his Executors, Administrators and Assigns, their and each of their full, whole and absolute Power, as well for the suing for, recovering, obtaining and Receiving, as also for the releasing, compounding and discharging of all and every the said hereby assigned Debts, Monies and Premisses (except as aforesaid), and that as fully, *&c.* and finally they the said *F. B.* and *D.* his Wife, and each of them, do hereby establish, ratify, *&c.* *And* the said *F. B.* for himself, and for the said *D.* his Wife, and for their respective Executors and Administrators, doth hereby covenant, promise and agree, to and with the said *W. L.* his, *&c.* in Manner as follows; (to wit), That they the said *F. B.* and *D.* his Wife, or either of them, have not at any Time heretofore assigned, released or discharged, all or any of the said hereby assigned Debts, Monies and Premisses (except only as to the two Debts aforesaid), **Nor** shall or will at any Time hereafter receive, release or discharge the same, or any of them; nor shall or will disavow, discontinue, release or discharge any Action or Suit, which at any Time shall be brought or commenced by the said *W. L.* his, *&c.* for the Recovery and Receipt of the hereby assigned Debts, Monies and Premisses, or any Part thereof; nor revoke or countermand any Power or Authority hereby given to the said *W. L.* his, *&c.* without his or their Consent in Writing first had for that Purpose; **But** shall and will at any Time or Times hereafter, at the Request and Charge of the said *W. L.* his, *&c.* make, do and execute, or cause or procure to be made, done or executed, all and every such further Acts and Things whatsoever, as well for the corroborating and strengthning of these Presents, as also for the better and more effectual enabling the said *W. L.* his, *&c.* to recover and receive all and singular the said hereby assigned Debts, Monies and Premisses (except as aforesaid) to and for his and their own Use and Benefit, as by his or their Counsel learned in the Law shall in that Behalf be reasonably advised or required. **And lastly,** The said *W. L.* for himself, his Executors, Administrators and Assigns, doth hereby covenant with them the said *F. B.* and *D.* his Wife, their Executors and Administrators, that he the said *W. L.* his, *&c.* shall and will from Time to Time, and at all Times hereafter, save, keep harmless and indemnified the said *F. B.* and *D.* his Wife, their, *&c.* and their and every of their Goods and Chattels, Lands and Tenements, of, from and against all Costs, Charges, Damages and Expences whatsoever, which shall or may any way fall upon, or be come by, or be recovered against the said *F. B.* and *D.* his Wife, their Executors or Administrators, by Means or Occasion of any Action or Actions, Suit or Suits that shall or may be brought by, or prosecuted in the Name of them the said *F. B.* and *D.* his Wife, or either of them, their or either of their, *&c.* for the Recovery of any of the said hereby assigned Debts, by virtue of these Presents, or of any Power or Authority hereby given unto the said *W. L.* his, *&c.* **In Witness,** &c.

Letter of Attorney.

Covenant, *viz.* By Husband for himself & *Ux'*, that the Debts are not discharged, nor will they discharge them.

Nor revoke any Power given to the Assignee.

But shall do any further Act, *&c.*

Covenant to indemnify the Assignors.

A Receipt to be indorsed for the 100 l. *Consideration Money.*

An

An Assignment by a Widow and Executrix, and her Son, of Debts owing to the Testator on several Kinds of Securities, viz. *Judgments, Recognizances, Bonds, Assignments,* &c. *in Consideration of Money, wherein is recited several Defeasances, Declarations and Covenants between the Debtors and Creditors,* &c.

THIS Indenture made, *&c.* Between *E.W.* of, *&c.* (Widow and Executrix of the last Will and Testament of *H.W.* late of *Lincoln's Inn* in the said County of *Middlesex*, Gent. deceased), and *R.W.* of *Staple's Inn, London*, Gent. (eldest Son and Heir of the said *H.* and *E.W.*) of the one Part, and *H.W.* sen. of, *&c.* Gent. of the other Part. Whereas *J.B.* late of, *&c.* Gent. *Did* by Warrant of Attorney under his Hand and Seal, dated on or about, *&c.* lawfully authorise Mr. *M.H.* and Mr. *J.H.* Attornies of the Court of Common Pleas at *Westminster*, to appear for him the said *J.B.* in the Court, as of *Hillary* Term or in *Easter* Term, in the Years of our Lord —— and —— or in some other subsequent Term, and then and there to receive a Declaration against him the same *J.B.* for 5000*l.* Debt, at the Suit of *W.P.* of, *&c.* and the above named *H.W.* and thereupon to confess Judgment, which said Judgment was shortly after had and obtained, and entered upon Record in the said Court of Common Pleas; And whereas the said *J.B.* at that Time stood indebted to the said *W.P.* in the full Sum of 700*l.* and did also then owe and was justly indebted unto the said *H.W.* in the Sum of 236*l.* And whereas by a certain Indenture of Defeasance, bearing Date the 22d Day of *April*, and made between the said *W.P.* and the above named *H.W.* (by the Name of *H.W.* of, *&c.*) of the one Part, and the said *J.B.* of the other Part, whereby after reciting (among other Things) as is herein before recited, (or to the like Effect) the said *W.P.* and *H.W.* did thereby covenant with the said *J.B.* his, *&c.* that if the said *J.B.* his, *&c.* should (among other Sums therein mentioned), well and truly pay to the said *W.P.* his, *&c.* the said Sum of 700*l.* with Interest for the same on, *&c.* and also well and truly pay unto the said *H.W.* his, *&c.* the said Sum of 236*l.* with Interest for the same on, *&c.* that then and from thenceforth they the said *W.P.* and *H.W.* their, *&c.* should and would at the Request and Charge in the Law of the said *J.B.* his, *&c.* acknowledge Satisfaction upon Record of the said Judgment, or do any other lawful Act or Acts to vacate or make void the same, as Counsel should direct: And whereas the said *J.B.* and *W.P.* by their Recognizance, bearing Date, *&c.* did jointly and severally become bound unto *R.H.* of, *&c.* in the penal Sum of 400*l.* conditioned for the Payment of the Sum of 250*l.* on, *&c.* unto the said *R.H.* his Executors, Administrators and Assigns, which said Recognizance was on, *&c.* inrolled in his then Majesty's High Court of Chancery: And whereas by Indenture of Assignment bearing Date, *&c.* and made between the said *R.H.* of the one Part, and *C.N.* of, *&c.* of the other Part, whereby (*after reciting* the before mentioned Recognizance so entered into by the said, *&c.* as aforesaid; *And further reciting*, that the said *J.B.* and *W.P.* had not paid the said Sum of 250*l.* according to the Condition of the said Recognizance, and that the said *R.H.* had thereupon proceeded to Judgment against them on the same in the said Court of Chancery), *It is by the same Indenture witnessed*, that the said *R.H.* (for and in Consideration of the said Sum of 250*l.* paid to him by the said *C.N.* and also of the further Sum of 14*l.* by him also paid for Interest and Charges relating to the same) *Did* assign, *&c.* unto the said *C.N.* his, *&c.* the same recited Recognizance and Judgment, and all Sums of Money therein contained and thereby recoverable, and all Benefit and Advantage which should or might in any wise thereafter grow, be had, made, gotten, arise, accrue, upon or by Reason of the same Recognizance or Judgment, or of any Process, Execution or Extent to be thereupon had or made; *And* the said *R.H.* did thereby constitute, *&c.* (*Recital of Letter of Attorney*) in such Manner as therein is mentioned: And whereas by a certain Deed or Instrument in Writing bearing Date the said, *&c.* (whereby after reciting the same before mentioned Recognizance and Judgment and the said Assignment thereof to the said *C.N.*) the said *C.N. Did* thereby declare and agree, that the said Sums of 250*l.* and 14*l.* so by him paid by the said *R.H.* in the Assignment as aforesaid, was the proper Money of the said *H.W.* and that the Name of him the said *C.N.* was therein used in Trust only, and to and for the Use and Benefit of the said *H.W.* his Executors, Administrators and Assigns: And whereas by one other Indenture of Defeasance, bearing Date on or about the first Day of *April* —— and made between the said *W.P.* and *H.W.* of the one Part, and the said *J.B.* of the other Part, whereby after reciting the before recited Indenture of Defeasance, dated the, *&c.* and after reciting therein (among other Things) the said therein and herein before mentioned Judgment obtained by them the said *W.P.* and *H.W.* against the said *J.B.* for 5000*l.* as aforesaid, and after further reciting therein (among other Securities given by them the said *W.P.* and *H.W.* for and on the Account of the same *J.B.*) the before recited

Recitals: Of Warrant of Attorney from *J.B.* to *W.P.* Of Judgment entered thereon. Of Debt to *W.P.* 700*l.* and to *H.W.* 236*l.* Of Defeazance and Covenant by *W.P.* and *H.W.* that on Payment of said Sums, Satisfaction to be entered, *&c.* Of Recognizance from *J.B.* and *W.P.* to *R.H.* for 400*l.* Condition 250*l.* Inrolled in Chancery. Of Assignment of the Recognizance and Judgment thereon to *C.N.* Of Letter of Attorney therein. Of Declaration by *C.N.* that the Assignment was in Trust for *H.W.* Of another Defeasance.

from *W. P.* and *H. W.* that if *J. B.* pays *C. N.* 214*l.* and indemnifies said *W. P.* and *H. W.* from Costs, &c. they will acknowledge Satisfaction, &c,

Of a Bond from *J. B. W. P.* and *H. W.* to *R. H.* Penalty 400*l.* Condition 218*l.*

Of Declaration and Covenant by *J. B.* that the Judgment entered against him should be a Security to indemnify *W. P.* and *H. W.* from said Bond.

Of another Bond from *J. B.* to *H. W.* for 218*l.* 5*s.* 10*d.* *H. W.* dead.

R. H. dead.

Consideration.

Assignment.

Recognizance entered and given to the said *R. H.* and of the obtaining Judgment thereon as aforesaid, and the Assignment thereof made by the said *R. H.* to the said *C. N.* as aforesaid, **It is** by the said Indenture of the first of *April* —— *Witnessed*, and the said *W. P.* and *H. W.* for themselves, their Executors and Administrators, *Did* thereby covenant with the said *J. B. That* if he the same *J. B.* his Heirs, Executors and Administrators, (among other Sums therein mentioned) should well and truly pay to the said *C. N.* his Executors, Administrators or Assigns, the said Sum of 214*l.* and Interest; *And also* if he the same *J. B.* his, &c. should at all Times then after indemnify them the said *W. P.* and *H. W.* their, &c. of and from all Costs, Damages and Expences in such Manner as therein mentioned, that then they the said *W. P.* and *H. W.* their, &c. should at the Request and Charge of the same *J. B.* his, &c. acknowledge Satisfaction upon Record on the said Judgment, or do any other Act to vacate and make void the same, as Counsel should advise: **And whereas** by one Bond or Obligation bearing Date, &c. the said *J. B. W. P.* and *H. W.* are thereby severally and jointly bound unto *R. H.* of, &c. in the penal Sum of 400*l.* with Condition thereunder written, that if the same *J. B. W. P.* and *H. W.* or any, &c. should, &c. pay to the said *J. H.* his, &c. the full Sum of 218*l.* on the several Days, and in such Manner as therein is mentioned, then the same Obligation to be void: **And whereas** by Deed Poll bearing Date, &c. (*after reciting* therein the herein before mentioned Judgment for 5000*l.* obtained by them the said *W. P.* and *H. W.* in *T.* Term in the —— Year, &c. against the said *J. B. and also after reciting* therein the before in Part recited Bond made from *J. B. W. P.* and *H. W.* to the said *R. H.* for Payment of the said Sum of 218*l.*) the said *J. B. Did* thereby covenant, promise and declare, to and with the said *W. P.* and *H. W.* their, &c. that the said therein before recited Judgment should be a Security for the indemnifying them the said *W. P.* and *H. W.* their, &c. as well from the Payment of the said 218*l.* and Interest, as also from all Costs and Charges which they the said *W. P.* and *H. W.* their Executors or Administrators should sustain by Reason of the said *J. B.*'s Non-payment of the said 218*l.* and Interest, or by Reason of the said *W. P.* and *H. W.* becoming bound with the said *J. B.* for Payment thereof, or otherwise relating thereunto: **And whereas** by one other Bond or Obligation bearing Date, &c. the said *J. B.* stands bound to the said *H. W.* in the penal Sum of 560*l.* with Condition thereunder written, for Payment of the Sum of 218*l.* 5*s.* 10*d.* and Interest, on, &c. as in and by the said several recited Bonds and Judgments and other Securities before in Part recited, Relation being to them respectively had, more fully and at large may appear: **And whereas** the said *H. W.* is since dead, having first made and duly executed his last Will and Testament, and thereby did constitute and appoint her the said *E. W.* sole Executrix thereof, who hath since duly proved the same Will, and taken on her the Burthen of the Execution thereof: **And whereas** the said *R. H.* is since also dead, and Letters of Administration of his Goods, Chattels, Rights and Credits have been duly granted to her the said *E. W.* **Now this Indenture witnesseth,** that for and in Consideration of the Sum of 300*l.* of, &c. to them the said *E. W.* and *R. W.* or one of them, in Hand well and truly paid and secured to be paid by the said *H. W.* the Receipt, &c. and for divers, &c. they the said *E. W.* and *R. W.* **have** bargained, sold assigned, transferred and set over, and by these Presents **Do,** and each of them **Doth** bargain, &c. unto the said *H. W.* **The** said before mentioned Sum of 236*l.* due from the said *J. B.* to the said *H. W.* deceased, on the Balance of an Account in the before in Part recited Defeasance of the 22d of *April* —— particularly mentioned; **And also** the before mentioned and recited Recognizance made from the same *J. B.* and *W. P.* to the said *R. H.* deceased, dated, &c. **And also** the before in Part recited Bond, dated, &c. made from the said *J. B. W. P.* and *H. W.* to the said *R. H.* for securing the before mentioned Sum of 218*l.* **And also** the before in Part recited Bond, dated, &c. made from the said *J. B.* to the said *H. W.* for Payment of the before mentioned Sum of 280*l.* 5*s.* 10*d.* and Interest for the same unto the said *H. W.* **And also** the before in Part recited Judgment obtained by them the said *W. P.* and *H. W.* in *T.* Term in the —— Year, &c. against the said *J. B.* for the Sum of 5000*l.* **And also all** and every other the Debts, Bonds, Judgments and all other Securities which were given to him the said *H. W.* or in Trust for him, or assigned to him in his Life-time, or which he had obtained against them the said *J. B.* and *W. P.* or either of them, in any Court of Law or Equity or otherwise howsoever, together with all and every the Sum and Sums of Money whatsoever now due or to grow due and payable, or which shall or may be recovered upon or by virtue of the herein before mentioned to be assigned Bonds, Recognizance, Judgment and other Securities, or any or either of them by virtue of any Execution or Executions or other Process whatsoever, thereupon or upon any other Account whatsoever, of them the said *E.* and *R. W.* or of either of them, of, in or to the hereby assigned Premisses, or any Part or Parcel thereof; **Except,** and always reserved out of this present Assignment unto the said *R. W.* his Executors and Administrators, **All** those three Messuages or Tenements, situate, &c. which by virtue of an Assignment of a Mortgage, and Judg-

ment

ment made from Mr. *W. P.* (Executor of *R. P.* deceaſed) were aſſigned to the ſaid *E. W.* and by her ſince aſſigned to the ſaid *R. W.* **And except alſo** one Bond or Obligation from the ſaid *W. P.* to the ſaid *P W.* for ſecuring 130*l.* and Intereſt; **To have,** hold, receive, take and enjoy the ſaid Bonds, Recognizance, Judgment, Debts, Sums of Money, and all and ſingular other the herein before mentioned and intended to be hereby aſſigned Premiſſes, (except as is before excepted) unto and to the Uſe of him the ſaid *H. W.* his Executors, Adminiſtrators and Aſſigns from henceforth for evermore, and that in as full, large, ample and beneficial Manner, to all Intents and Purpoſes whatſoever, as they the ſaid *E. W.* and *R. W.* or either of them, could or might have had, held, received or enjoyed the ſame, in caſe theſe Preſents had not been had or made. **And** for the better, &c. (*Letter of Attorney*). **And** the ſaid *E. W.* for herſelf, her Heirs, Executors and Adminiſtrators, and the ſaid *R. W.* for himſelf, his Heirs, Executors and Adminiſtrators, do and each of them doth ſeverally and apart covenant to and with the ſaid *H. W.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents in Manner as follows, *viz.* That (for and notwithſtanding any Act or Thing whatſoever, by them the ſaid *E. W.* and *R. W.* or the ſaid *H. W.* deceaſed, or any of them, done, made, committed or ſuffered to the contrary) the ſaid ſeveral recited and hereby intended to be aſſigned Securities at the Time of executing hereof are now in full Force and Virtue, and that all and every the ſeveral Debts and Sums of Money due upon or by Virtue of the ſaid ſeveral Securities herein before mentioned and intended to be hereby aſſigned, are all of them now wholly unpaid, and that the ſaid ſeveral hereby aſſigned Sums of Money are now *bona fide* wholly due and owing; **And alſo** that the ſaid *E. W.* nor the ſaid *H. W.* deceaſed, or either of them, have not at any Time heretofore, made, done or ſuffered, nor that ſhe the ſaid *E. W.* ſhall at any Time hereafter make, do, execute or willingly ſuffer any Act, Deed, Matter or Thing whatſoever, whereby or by Means whereof the herein before mentioned and intended to be hereby aſſigned Premiſſes, or any Part thereof, are, or is, or ſhall, or may be in any ways prejudiced, diſcharged, vacated or otherwiſe incumbered in any Manner howſoever; **And alſo** that he the ſaid *R. W.* hath not at any Time heretofore made, done, committed, executed or willingly ſuffered, nor that he the ſaid *R. W.* ſhall at any Time hereafter make, do, execute or willingly ſuffer any Act, Deed, Matter or Thing whatſoever, whereby or by Means whereof the herein before mentioned and intended to be hereby aſſigned Premiſſes, or any Part thereof, are, is, ſhall or may be in any wiſe prejudiced, diſcharged, vacated or otherwiſe incumbered in any Manner howſoever; **And** the ſaid *H. W.* for himſelf, his, &c. doth covenant, &c. (*Indemnity of Aſſignors*) to and with the ſaid *E. W.* and *R. W.* their, &c. his, &c. **In Witneſs,** &c.

Letter of Attorney.

Covenant that (notwithſtanding any Act, &c.) the Securities hereby aſſigned are in Force, and the Money thereon due unpaid and ſtill owing.

Have done no Act, &c.

Aſſignment of a Debt due from a Bankrupt, which Debt is proved before the Commiſſioners, but not yet received, with Letter of Attorney and proper Covenants.

THIS Indenture, &c. **Between** *T. F.* of, &c. of the one Part, and *T. U.* of, &c. of the other Part. **Whereas** *F. G.* late of, &c. Merchant, deceaſed, (againſt whom a Commiſſion of Bankruptcy was iſſued forth and awarded) was at the Time he became a Bankrupt juſtly indebted unto the ſaid *T. F.* as Executor to Dame *M. F.* deceaſed, and otherwiſe in the Sum of 2325*l.* 19*s.* 7*d.* for which Debt the ſaid *T. F.* came into the ſaid Commiſſion of Bankruptcy as a Creditor of the ſaid *F. G.* and proved the ſame before the Commiſſioners authorized by the ſaid Commiſſion, but hath not as yet received any Dividend of the ſaid Bankrupt's Eſtate: **And whereas** the ſaid *T. F.* hath come to an Agreement with the ſaid *T. U.* to aſſign him the ſaid Debt for the Conſiderations herein after mentioned: **Now this Indenture witneſſeth,** That for and in Conſideration of the Sum of 872*l.* 5*s.* of, &c. by the ſaid *T. U.* to the ſaid *T. F.* in Hand paid by the ſaid *T. F.* hereby acknowledged, and himſelf to be therewithal ſatisfied and paid, **He** the ſaid *T. F.* **Hath** bargained, ſold, aſſigned and ſet over, and by, &c. **Doth** bargain, &c. unto the ſaid *T. U.* his Executors, Adminiſtrators and Aſſigns, the ſaid Debt or Sum of 2325*l.* 19*s.* 7*d.* and all Bonds or other Securities made or given for the ſame, together with all and every Sum and Sums of Money, Dividend or Dividends, Benefit or Advantage whatſoever, which now hath or hereafter ſhall or may be made, or ariſe by Virtue of any Commiſſion of Bankruptcy awarded or to be awarded againſt the ſaid *F. G.* or otherwiſe howſoever, for or in Reſpect of the ſaid Debt; **To hold** the ſame unto the ſaid *T. U.* his Executors, Adminiſtrators and Aſſigns, as his and their own proper Money and Eſtate, without any Account or Satisfaction to be at any Time hereafter awarded or given to the ſaid *T. F.* his Executors, Adminiſtrators or Aſſigns, of, for or concerning the ſame; **And** the ſaid *T. F.* doth hereby conſtitute and appoint the ſaid *T. U.* his Executors, Adminiſtrators and Aſſigns, his lawful Attorney and Attornies, irrevocable, for and in the Name of the ſaid *T. F.* but to and for the proper Uſe and Behoof of the ſaid

Debt due from the Bankrupt.

Creditor proved the ſame before the Commiſſioners, but has not received it.

Conſideration.

Aſſignment.

Letter of Attorney.

T. U. his Executors, Administrators and Assigns, to ask, demand, sue for, recover and receive the said Debt and Money hereby assigned or mentioned to be hereby assigned, and also all such Dividends as already have been or hereafter shall be made of any Part of the Estate or Effects of the said *F. G.* by Virtue of any Commission of Bankruptcy for or in Respect of the said Debt; and the said *T. F.* doth hereby give and grant to his said Attorney and Attornies his full and whole Power and Interest in and to the Premisses, and as well Receipts, Releases or other Discharges for the said Debt or any Part thereof, in the Name of the said *T. F.* to make, seal and execute, as generally to do and perform all other lawful Acts and Things necessary, in order to the Recovery, Receipt, Release or Discharge of the said Debt, or compounding or agreeing the same, and that in as full and ample Manner as if the said *T. F.* were present and did the same personally; and whatever the said *T. U.* his Executors or Administrators shall lawfully do or cause to be done in the Premisses, the said *T. F.* doth hereby allow of, ratify and confirm.

Covenant, that the Money is now due.

And the said *T. F.* for himself, *&c.* doth hereby covenant, *&c.* to and with the said *T. U.* his, *&c.* in Manner, *&c.* that the said Sum of 2325 *l.* 19 *s.* 7 *d.* is now justly due and owing to the said *T. F.* as aforesaid, and that he the said *T. F.* his Executors or Administrators, shall not at any Time hereafter revoke or make void these Presents, or release or discharge the said Debt or any Part thereof, without the Licence, Consent or Direction of the said *T. U.* his, *&c.* in Writing under his or their Hands and Seals first had or obtained, or do any Act or Thing whereby the said *T. U.* his, *&c.* shall be hindred in the Recovery or Receipt of the same;

Not to release.

Nor do any Act, *&c.*

But to do any further Act, *&c.*

But that the said *T. F.* his, *&c.* shall at all Times hereafter, at the Request, Costs and Charges of the said *T. U.* his Executors, Administrators or Assigns, do, execute and perform such further Letters of Attorney, Assignment and other lawful Acts and Things for the enabling the said *T. U.* his Executors, Administrators and Assigns, to recover, receive, release and discharge the said Debt, as by him and them shall be reasonably desired, so as the said *T. F.* his, *&c.* shall not be obliged to go or travel from the Place of his or their or any of their Abode for the doing thereof;

Indemnification.

And the said *T. U.* for himself, *&c.* doth covenant, *&c.* to and with the said *T. F.* his, *&c.* by, *&c.* that he the said *T. U.* his, *&c.* shall and will at all Times hereafter well and sufficiently save, keep harmless and indemnified the said *T. F.* his Heirs, *&c.* and every of them, and his, their and every of their Lands, Tenements, Goods and Chattels, of, from and against all Costs, Charges, Damages and Expences whatsoever, which shall or may, either in Law or Equity, be obtained, levied or recovered upon or against him, them or any of them, or which he or they shall or may sustain, expend or be put unto, for or by Reason of suing for the said Debt hereby mentioned to be assigned, or any Thing relating thereunto (other than and except for the Breach of the Covenants of the said *T. F.* herein contained or any of them, if any such shall be.) **In Witness**, &c.

Part of an Assignment of a Book Debt.

To all Persons, &c. **Whereas** the Right Honourable Lord *L.* on the Day of the Date hereof, is justly indebted unto *A. B.* of, *&c.* for Sadlers Goods and Wares, to him sold and delivered by the said *A. B.* or otherwise, in the Sum of —— or thereabouts, as by a Bill of the Particulars thereof, signed by him the said *A. B.* and hereunto annexed, more fully may appear: **And whereas** the said *A. B.* having present Occasion for his Money, so due to him as aforesaid, hath requested of *W. K.* of, *&c.* to advance and pay him the same, who hath condescended and agreed so to do, and to take and accept of an Assignment of the said Debt due from the said Lord *L.* for Repayment thereof, in Manner as herein after is mentioned: **Now know ye, and these Presents witness,** that for and in Consideration of the said Sum of, *&c.*

An Assignment or Consignment of Debts, &c. *mentioned in a Schedule from a Tradesman to his late Servant, in Consideration of a certain Sum of Money to be paid by the Assignee to the Assignor, to make up the said Debts,* &c. *the Sum specified was for Wares,* &c. *sold; wherein the Assignee for better securing the Payment of the Money is bound to make the Assignor Executor of his Will, which he is not to revoke till the Money is paid.*

This Indenture, &c. **Between** *G. S. &c.* of the one Part, and *J. H.* late Servant of the said *G.* of the other Part, **Witnesseth,** That the said *G. S.* in Consideration of the good Confidence and Trust which he the said *G.* has and reposes in the said *J.* and for his better Preferment and Credit, and especially that the said *J.* his, *&c.* shall well and truly pay, or, *&c.* to the said *G.* his, *&c.* or to one of them, at, *&c.* the Sum of, *&c.* on, *&c.* in Manner,

Consideration.

Manner, &c. **Hath** assigned, consigned, transferred, &c. and by, &c. **Doth**, &c. unto the said *J.* his, &c. to and for his and their own Use, &c. **All** and singular the Debts, &c. mentioned and expressed in the Schedule, &c. (*Add a Letter of Attorney and Covenants as to not releasing the Debts.*) **Provided nevertheless**, that if the said *G.* his Executors, Administrators, Servants or Assigns, or any of them, has at any Time heretofore received, or at any Time hereafter shall receive or discharge any Part of the Debts and Sums of Money mentioned in the said Schedule, and do pay the same Debts and Sums of Money so received or discharged, or to be, &c. as aforesaid, to the said *J.* his certain Attorney, Executors or Administrators, at, &c. within 30 Days next after the said *J.* his Executors or Administrators shall demand the same of the said *G.* his, &c. that then he the said *G.* his, &c. shall not be in Danger, charged or impeached, of or for the Covenant above mentioned; **And** the said *J.* for himself, &c. for the Consideration aforesaid, and for that the said *G.* has before the Ensealing and Delivery hereof sold and delivered to the said *J.* for his own Use, certain Wares and Merchandizes, to make up the said Debts mentioned in the said Schedule the Sum of, &c. covenanteth, &c. that he the said *J.* his, &c. shall, &c. pay, or, &c. to the said *G.* his certain Attorney, Executor or Administrator, at the Days and Place above limited, the said ——*l.* and every Part, &c. in Manner, &c. **And** that he the said *J.* within 12 Days after the Ensealing and Delivery of these Presents, shall make his last Will and Testament in Writing; and by the same, for the better securing, obtaining and recovering of the said Sum, &c. and every Part thereof, to the said *G.* &c. according to the true Meaning of these Presents, if the said *J.* should happen to die before the same and every Part thereof be paid, and for other Cause, Purpose or Intent, shall make, constitute and ordain the said *G.* his sole Executor; **And** that the said Sum of, &c. and every Part thereof, shall be fully satisfied and paid to the said *G.* his, &c. according to the Tenor, &c. of these Presents, he the said *J.* shall not alter, revoke or make void the said Will and Testament or make any other without the Consent of the said *G.* his, &c. first, &c. under his or their Hands and Seals. **And moreover**, &c. (*Covenant to indemnify the Assignor from Actions*, &c.) **In Witness**, &c.

Proviso that if the Assignor receives any of the Debts, and pays the same after Demand to the Assignee, it shall be no Breach of Covenant.

Covenant to pay the Consideration Money.

Covenant to make a Will, and the Assignor Executor thereof to secure the Consideration Money.

Which till the Money is paid he is not to revoke.

Mutual Assignment between two Partners (upon determining the Partnership) of bad Debts, which are divided equally, and mentioned in two Schedules, and assigned to each other respectively.

This Indenture made, &c. **Between** *A.* &c. of the one Part, and *B.* &c. of the other Part. **Whereas** the said Parties were lately Copartners in the Trade of a ——, which Partnership is determined: **And whereas** several Debts owing to the said Parties on Account of their late Partnership are still standing out and unreceived, and are by the said Parties reckoned to be doubtful or desperate, which are mentioned in the two Schedules hereon indorsed; and they have agreed to divide the same in Manner as hereunder is mentioned, *viz.* The said *A.* is to have and receive the Debts mentioned in the first Schedule hereon indorsed to his own Use; and the said *B.* is to have, &c. second Schedule hereon, &c. **Now therefore these Presents witness**, That in Pursuance of the said Agreement, and in Consideration of 12*l.* to the said *A.* in Hand, &c. by the said *B.* **He** the said *A.* **Doth** hereby fully and absolutely assign and release unto the said *B.* his, &c. to his and their own proper Use and Uses, without any Account to be made or given for or concerning the same, **All** his Right, Title, Claim, Interest, Part, Share, Benefit and Demand whatsoever, of, in and to the said several Debts and Sums of Money, due and owing to the said Parties on their joint Account as aforesaid, mentioned in the said second Schedule hereon indorsed, by virtue of the said Copartnership, or otherwise howsoever. **And** the said *A.* doth hereby make and appoint the said *B.* his, &c. (*Letter of Attorney*) ——receive the said Debts mentioned in the said second Schedule, to his and their own Use and Uses, as aforesaid, from the several Persons therein mentioned, and all others whom it may concern; and upon Receipt, &c. **And these Presents further witness**, That in Pursuance of the Agreement aforesaid, and in Consideration of 12*l.* &c. (B. *in like Manner assigns to* A. *the Debts mentioned in the first Schedule, and impowers him to receive the same*;) **And** each of them the said *A.* and *B.* for himself, his Executors and Administrators, doth hereby covenant, &c. to and with the other of them, his Executors, Administrators and Assigns, as follows, that is to say, That neither of them the said *A.* nor *B.* hath at any Time heretofore received, released or discharged the Debts herein before assigned and released to the other of them, nor any of them, nor any Part thereof; nor that either of them, his Executors or Administrators, will at any Time hereafter receive, &c. the Debts by them respectively assigned to the other of them, or any Part thereof, or any Action, Suit or Process for the Recovery and Receiving thereof, but at the Request and with the Consent

Partnership Debts, to be divided.

Assignment from *A.* to *B.*

Letter of Attorney,

Assignment from *B.* to *A.* &c.

Mutual Covenant, that the Parties have not, nor will release, &c.

sent in Writing for that Purpose, under the Hand and Seal of the other of them, his Executors and Administrators; **And** that either of them, his Executors or Administrators, shall and will at the Request and Charge of the other of them, his, *&c.* do any further Act for the better and more perfect Assigning, Releasing and Confirming the Debts herein before assigned by them respectively unto the other of them, his, *&c.* and for the Enabling him and them to receive and recover the same to his and their own Use and Uses, as aforesaid, as shall be reasonably required; **And lastly**, That in case it shall appear to be proved that either of the said Parties hath received any of the Debts herein before assigned to the other of them, or any Part thereof, in such case such of the said Parties who shall so have received the same, his Executors or Administrators, shall and will pay and make good the full Debts so by him received or discharged to the other of them, his Executors or Assigns within one Month after Notice thereof to him or them to be made or given. **In Witness**, &c.

And that each will do any further Act, *&c.*

That in case either Party has received any of the Debts, he shall make the same good.

XV. Assignments of Dower.

An Assignment of Dower by the Heir.

This Indenture made the, *&c.* **Between** *R. L.* Son and Heir of *O. L.* late of —— of the one Part, and *N. C.* and *J.* his Wife, who was the Widow and Relict of the said *O. L.* of the other Part. **Whereas** the said *O. L.* was in his Life-time, and at the Time of his Death, seised in his Demesne as of Fee of and in divers Lands and Tenements in —— in the County aforesaid, which upon the Decease of the said *O. L.* descended unto the said *R. L.* **Now this Indenture witnesseth**, That the said *R. D.* hath endowed and assigned, and by these Presents **Doth** endow and assign unto the said *N. C.* and *J.* his Wife, the third Part of the said Lands and Tenements, *to wit*, **All** that Messuage, *&c.* **To have and to hold** unto the said *N. C.* and *J.* his Wife, for and during the natural Life of the said *J.* in Severalty by Metes and Bounds, in the Name of Dower, and in Recompence and Satisfaction of all the Dower which the said *J.* ought to have of or in the said Lands and Tenements which were of the said *O. L.* in —— aforesaid. **In Witness**, &c.

An Assignment of Dower at the Church Door.

To all Persons to whom these Presents shall come, I *T. W.* of *W.* send Greeting. **Know ye** that I the said *T. W.* **Have** given, granted and by this present Writing have assigned to *P.* my Wife, at the Door of the Parish Church of *W.* aforesaid, at the Time of the Celebration of our Marriage, **One** Tenement with one Croft to the same annexed, called *C.* **To have and to hold** to her and her Assigns during her Life for her Share and Portion of all her Dower which might belong to her after my Death, *&c.* Dated, *&c.* **In Witness**, &c.

XVI. Assignment of Equity of Redemption.

Part of an Assignment of the Equity of Redemption of Leasehold Premisses. Part of Purchase Monies is paid to Assignees, and the Residue is to be paid to the Mortgagee with Interest, by the Purchaser, and Premisses to be subject to such Payment.

This Indenture Tripartite, made, *&c.* **Between** *A.* and *B.* his Wife of the first Part, *C.* of, *&c.* (*a Trustee*) of the second Part, and *E.* (*a Purchasor*) of the third Part. (*Recite the Lease*; *the Assignment in Trust for* B. A.*'s Wife, then the Mortgage to* D. *for* 200 l. *of* A. *and* B.*'s Moiety.*) **And whereas** there is now due and owing from the said *A.* and *B.* to the said *D.* by Virtue of the said Security so made to him as aforesaid, only the Principal Sum of 200 *l.* all Interest for the same having been to him paid off and discharged to the Day of the Date hereof: **And whereas** the said *E.* hath covenanted and agreed with the said *A.* and *B.* his Wife, for the absolute Purchase of their Moiety of and in the said Messuage, *&c.* and of all their Estate, Right, Title, Interest, Term of Years and Equity of Redemption of, in and to the same Premisses, at and for the Price or Sum of 300 *l.* **Which** Sum of 300 *l.* is hereby mutually agreed by all the Parties hereto shall be by him the said *E.* retained and paid in Manner as follows, *viz.* The Sum of 100 *l.* Part thereof, to be by him now paid to the said *A.* and *B.* his Wife, and the Sum of 200 *l.* Residue thereof, shall remain

in the Hands of the ſaid *E.* to be by him paid to the ſaid *D.* in Diſcharge of the ſaid 200*l.* ſo now due to him from the ſaid *A.* and *B.* his Wife, by virtue of their ſaid ſeveral Securities ſo made to him as aforeſaid. **And** it is hereby further mutually agreed by all the ſaid Parties, that until Payment made by the ſaid *E.* to the ſaid *D.* of the ſaid Sum of 200*l.* the Intereſt thereof from henceforth to grow due for the ſame ſhall be to him paid by the ſaid *E.* and that for ſecuring ſuch Payment of the ſaid 200*l.* and Intereſt, and for indemnifying the ſaid *A.* and *B.* his Wife touching the ſame, the herein after aſſigned Moiety of and in the ſaid Premiſſes ſhall be ſubject, charged and liable to and with the Payment of the ſaid 200*l.* and the Intereſt thereof, unto the ſaid *D.* his Executors, *&c.* in ſuch Manner as herein after is in that Behalf mentioned and expreſſed: **Now this Indenture witneſſeth,** That in Purſuance of the ſaid Agreement, and in Conſideration of the ſaid Sum of 200*l* Part of the ſaid Purchaſe Monies to be paid by the ſaid *E.* to the ſaid *D.* in Diſcharge of the Securities ſo made to him by the ſaid *A.* and *B.* his Wife, of their Moiety of and in the Premiſſes aforeſaid, and alſo in Conſideration of the ſaid Sum of 100*l.* of, *&c.* Reſidue of the ſaid 300*l.* Purchaſe Monies to them the ſaid *A.* and *B.* his Wife, or one of them, now in Hand well and truly paid by the ſaid *E.* *&c.*

An Aſſignment of Equity of Redemption for ſecuring a Sum of Money.

To all, &c. *F. E.* of, *&c.* Innholder, ſendeth, Greeting. **Whereas** by Indenture of Aſſignment and Mortgage bearing Date, *&c.* and made or mentioned to be made between *B. P.* of, *&c.* of the one Part, and *R. D.* of, *&c.* of the other Part, (after reciting as therein is recited) *He* the ſaid *B. P. Did*, in Conſideration of 130*l.* of, *&c.* aſſign and ſet over unto the ſaid *R. D.* the then Reſidue of a certain Term of 61 Years therein then to come and unexpired, of and in a certain Piece or Parcel of Ground lying, *&c.* in and by the ſaid recited Indenture more particularly deſcribed; *Subject nevertheleſs* to a Proviſo for Redemption thereof on Payment of the Sum of 130*l.* and Intereſt for the ſame at the Day therein mentioned for Payment thereof, which hath not ſince been paid: **And whereas** by one Indorſement on the Back of the Countepart of the ſaid Indenture, the ſaid *B. P. Did*, for and in Conſideration of 70*l.* of, *&c.* to him in Hand paid by *E. C.* of, *&c.* bargain, ſell, aſſign, ſet over, remiſe, releaſe and for ever quit-claim unto the ſaid *E. C. All* his Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever, either in Law or Equity, of Redemption, Term of Years and Time to come then unexpired, of or in the ſaid Piece or Parcel of Ground, Meſſuages or Tenements; *To hold* to him the ſaid *E. C.* his Executors and Adminiſtrators, for the Reſidue of the ſaid Term of 61 Years; *Subject nevertheleſs* to a Proviſo for Redemption on Payment of the Sum of 70*l.* and Intereſt for the ſame on, *&c.* then next enſuing; which ſaid Premiſſes appear to be but a ſcanty Security for the Repayment of the ſaid two ſeveral Sums of 30*l.* and 170*l.* and the Intereſt thereof: **And whereas** the ſaid *F. E.* by one Bond or Obligation bearing Date, *&c. Did* become bound with the ſaid *B. P.* unto the ſaid *E. C.* in the penal Sum of 140*l.* with Condition for Payment of the ſaid principal Sum of 70*l.* to the ſaid *E. C.* which hath not been paid to him according to the aboveſaid Proviſo or Condition: **And whereas** the ſaid *F. E.* hath requeſted the ſaid *E. C.* to accept and take an Aſſignment of the Equity of Redemption for the Reſidue of a certain Term of 57 Years which the ſaid *F. E.* is intitled unto of and in, *&c.* upon Payment of the principal Sum of 350*l.* of, *&c.* and Intereſt for the ſame, unto *C. B.* of, *&c.* Spinſter, as and for a Security for the Payment of 37*l.* Part of the ſaid Sum of 70*l.* and Intereſt, and of the further Sum of 3*l.* this Day advanced and lent by the ſaid *E. C.* unto the ſaid *F. E.* **Now know ye,** That the ſaid *F. E.* in Conſideration of the Premiſſes, and the better to ſecure unto the ſaid *E. C.* the Sum of 37*l.* and Intereſt, and alſo the ſaid further Sum of 3*l.* ſo lent unto the ſaid *F. E.* this Day as aforeſaid, **He** the ſaid *F. E.* hath granted, releaſed, and for ever quit-claimed, and by theſe Preſents **Doth** grant, *&c.* unto the ſaid *E. C.* his Executors, Adminiſtrators and Aſſigns, **All** the Eſtate, Right, Title, Equity of Redemption, Term and Terms of Years yet to come and unexpired of and in the ſaid two laſt mentioned Meſſuages or Tenements and Premiſſes, with their and every of their Appurtenances; **To hold** to him the ſaid *E. C.* his Executors, Adminiſtrators and Aſſigns, for and during all the now Reſidue of the ſaid Term of 57 Years therein yet to come and unexpired, freed and diſcharged of and from all Incumbrances whatſoever, except the ſaid Mortgage for 350*l.* and Intereſt to the ſaid *C. B.* **Provided nevertheleſs,** That if the ſaid *F. E.* his Executors or Adminiſtrators, or any of them, do and ſhall well and truly pay or cauſe to be paid unto the ſaid *E. C.* his Executors, Adminiſtrators or Aſſigns, the full Sum of 40*l.* and Intereſt for the ſame, of lawful Money of *Great Britain*, on, *&c.* that then theſe Preſents and every Thing therein contained ſhall ceaſe, determine and be void, and of none Effect, otherwiſe to ſtand and be in full Force and Virtue. (*Add a Co-*

Recital of Mortgage of Leaſe by *B. P.* to *R. D.*

Aſſignment of Equity of Redemption by way of Mortgage from *B. P.* to *E. C.*

F. E. bound with ſaid *B. P.* to ſaid *E. C.* in a Bond for Payment of Money in the laſt Mortgage.

F. E. intitled to Equity of Redemption of other Premiſſes, requeſts *E. C.* to accept an Aſſignment thereof.

Conſideration.

Aſſignment.

venant to pay the Money.) **And** it is the true Intent of both the said Parties hereto, that if the said *F. E.* his Executors or Administrators, shall well and truly pay or cause to be paid unto the said *E. C.* his Executors, Administrators or Assigns, the said Sum of 100*l.* and Interest for the same, according to the abovesaid Proviso, that then such Payment shall be deemed and taken to be in full Discharge and Bar from and against all Suits, Costs, Damages or Expences which may be brought by the said *F. E.* his Executors or Administrators, or which he or they may be put unto by Means or Reason of his having entered into such Bond to the said *E. C.* as aforesaid. **In Witness,** &c.

An Assignment of Equity of Redemption of Premisses granted by a Patent as a collateral Security on a Bond of even Date.

Recital of an Assignment by way of Mortgage, reciting a Licence by Letters Patent.

This Indenture made, *&c.* **Between** *J. M.* of, *&c.* of the one Part, and *A. H.* of, *&c.* of the other Part. **Whereas** by Indenture of Assignment by way of Mortgage bearing Date the 25th Day of *March* 1738, and made or mentioned to be made between the said *J. M.* of the one Part, and *A. M.* of, *&c.* of the other Part, (*therein reciting*, that his late Majesty King *George* the First, in and by his Letters Patent under the Exchequer Seal, bearing Date at *Westminster* the 10th Day of *August*, which was in the 13th Year of his Reign, by the Advice of the Right Honourable Sir *R. W.* Knt. of the most noble Order of the Garter, Chancellor and Under Treasurer of the Exchequer, and first Lord Commissioner of his Majesty's Treasury, Sir *C. T.* Knt. and the rest of the Lords Commissioners of the Treasury, *As well* in Consideration of a Fine of 200*l.* therein mentioned to be paid by *J. C.* of, *&c.* as also in Consideration of the Rents and Covenants therein reserved and contained on the Part and Behalf of the Lessee to be paid and performed, *Had* demised and to Farm letten unto the said *J. C.* (amongst other Things) *All* that, *&c. To hold* (amongst other Things) the said, *&c.* unto the said *J. C.* his, *&c.* from, *&c.* which should be in the Year, *&c.* for and during the full Term of 41 Years and one Quarter of a Year from thence next ensuing, *At* and under the yearly Rent of 8*l.* 12*s.* 6*d.* which then was reduced and lessened to the yearly Rent of 5*l.* 7*s.* 6*d.* payable in such Manner as therein mentioned; *And further reciting*, that by virtue of several mesne Assignments, and other good Assurances in Law of the said, *&c.* together with the said Letters Patent, were then legally become vested in the said *J. M.* for the Residue of the said Term of 41 Years and one Quarter of a Year, by the said Letters Patent granted, which was then to come and unexpired) *It is* by the said Indenture of Assignment *Witnessed*, that the said *J. M.* (in Consideration of the Sum of 300*l.* therein mentioned to be to him paid by the said *A. M.*) *Did* grant, sell and assign unto the said *A. M. All* that the therein before mentioned Messuage or Tenement, with its Appurtenances, situate, *&c.* and all those, *&c. And* all the Estate, *&c. To hold* all and singular the said thereby assigned Premisses unto the said *A. M.* her, *&c.* from thenceforth, for and during all the Rest and Residue of the said Term of 41 Years and one Quarter of a Year, which was then to come and unexpired, and for and during all such further Term or Terms of Years which should be granted or renewed therein; *Subject nevertheless* to a Proviso in the said Indenture of Assignment contained for making void thereof, on Payment by the said *J. M.* to the said *A. M.* of the Sum of 315*l.* on the several Days (since past) and in such Manner as therein is mentioned, (as in and by the said in Part recited Indenture of Assignment, Relation being thereunto had, more fully and at large may appear): **And whereas** the said principal Sum of 300*l.* so secured to the said *A. M.* as aforesaid, hath not been paid, and the same, together with some Interest, now remains due and owing to her from the said *J. M.* **And whereas** the said *A. H.* hath at several Times actually advanced Rent, and paid to the said *J. M.* several principal Sums of Money, amounting in the whole to the principal Sum of 230*l.* which Sum now due and owing to *J. M.* is by him hereby agreed, acknowledged and declared so to be, testified by his executing of these Presents; and for securing Payment of the said Sum of 230*l.* and Interest, he the said *J. M.* by his Bond or Obligation bearing even Date with and executed immediately before these Presents, is and stands bound unto the said *A. H.* in the penal Sum of 460*l.* with Condition thereunder written, that if the said *J. M.* his, *&c.* shall and do pay unto the said *A. H.* her, *&c.* the Sum of 241*l.* 17*s.* in Manner as follows, *viz.* The Sum of 5*l.* 15*s.* Part thereof, on, *&c.* then the said Obligation to be void, otherwise the same to remain in full Force, as by the said Bond may appear: **And whereas,** previous to and before the executing of the said Bond, he the said *J. M.* agreed to assign his Equity of Redemption of, in and to the said mortgaged Premisses in the said Indenture of Assignment comprised, as a collateral Security to the said *A. H.* for Payment to her of the said Sum of 241*l.* 10*s.* in such Manner and subject as herein after is mentioned: **Now this Indenture witnesseth,** That the said *J. M.* (in Pursuance and Performance of his said recited Agreement, and also in Consideration of the Sum

and reciting several mesne Assignments, whereby Premisses vested in *J. M.*

Subject, *&c.*

Principal owing and some Interest to *A. M.*

Bond from *J. M.* to *A. H.*

Agreement as to better securing Payment thereof.

Consideration.

Sum of 5*s.* of, *&c.* to him now paid by the ſaid *A.H.*) **Hath** bargained, ſold, aſſigned and releaſed, and by theſe Preſents he the ſaid *J. M.* doth freely and clearly bargain, *&c.* unto the ſaid *A.H.* **All** that the herein before mentioned Meſſuage or Tenement, ſituate, *&c.* and alſo all thoſe the herein before mentioned two other Meſſuages or Tenements, ſituate, *&c.* and as the ſaid three Meſſuages or Tenements are now in the ſeveral Occupation of, *&c.* and all and ſingular other the Meſſuages or Tenements, Erections, Buildings and Premiſſes which in and by the ſaid recited Indenture of Aſſignment were by him the ſaid *J. M.* aſſigned to the ſaid *A. M.* or mentioned or intended ſo to be, together with all Erections, Buildings and Improvements ſince made on the ſaid Premiſſes, with their and every of their Appurtenances; and all the Eſtate, Right, Title, Intereſt, Term of Years to come and unexpired, yearly Rents and Profits, Equity of Redemption, Benefit of Renewal, Property, Claim and Demand whatſoever, both in Law and Equity, of him the ſaid *J. M.* or of any Perſon or Perſons in Truſt for him, of, in, to or out of the ſaid hereby aſſigned Premiſſes, and every Part and Parcel thereof, by virtue of the above mentioned Letters Patent, Indenture of Aſſignment or Mortgage, or either of them, together with the Counterpart of the ſame Indenture: **And** together alſo with all Benefit and Advantage whatſoever to ariſe, or be had or made by virtue of any Inſtrument or Policies of Inſurance as to Fire, already or at any Time hereafter, during the Continuance of the Security hereby made, to be inſured in any of the publick Fire-Offices on the ſaid hereby aſſigned Meſſuages, or Tenements and Premiſſes, or any Part thereof; **To have and to hold** the ſaid three Meſſuages or Tenements, and all and ſingular other the hereby aſſigned Leaſehold Premiſſes, with their Appurtenances, unto the ſaid *A.H.* her Executors, Adminiſtrators and Aſſigns, from henceforth for and during all the Reſt and Reſidue of the ſaid Term of 41 Years, by the ſaid Letters Patent granted, which is now to come and unexpired, and for and during all and every ſuch further Term and Terms of Years which can, ſhall or may at any Time hereafter be granted, obtained or renewed therein, freed and abſolutely exonerated and diſcharged of and from all Equity and Benefit of Redemption whatſoever of him the ſaid *J. M.* his Executors and Adminiſtrators, of, in and to the ſaid hereby aſſigned Premiſſes; **Subject nevertheleſs** to the Payment of the ſaid principal Sum of 300 *l.* and all Intereſt Monies now due and to grow due for the ſame, ſo ſecured to the ſaid *A. M.* on the ſaid Premiſſes as aforeſaid, and alſo ſubject to the Proviſo herein after contained for his the ſaid *J. M.*'s Redemption of the ſaid Premiſſes, (that is to ſay) **Provided always,** and upon this Condition nevertheleſs, and it is hereby agreed and declared by and between the Parties to theſe Preſents, that if the ſaid *J. M.* his, *&c.* ſhall and do well and truly pay or cauſe to be paid unto the ſaid *A. H.* her, *&c.* the ſaid Sum of 241 *l.* 10*s.* on the ſeveral Days in the Condition of the ſaid recited Bond mentioned and appointed for Payment thereof, in Diſcharge of the ſaid Bond, and according to the true Intent and Meaning thereof, and of theſe Preſents, without any Manner of Deduction for Taxes, or any other Payments or Charges whatſoever; then and from thenceforth the Aſſignment hereby made of the ſaid Meſſuages and Premiſſes, and every Clauſe, Covenant and Thing herein contained, ſhall be abſolutely void and of no Effect; and that then ſhe the ſaid *A.H.* her Executors, Adminiſtrators or Aſſigns, ſhall deliver up to the ſaid *J. M.* his Executors or Adminiſtrators, the ſaid recited Bonds to be cancelled; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding; **And** the ſaid *J. M.* for himſelf, his Heirs, Executors and Adminiſtrators, doth hereby covenant, promiſe and agree to and with the ſaid *A.H.* her Executors, Adminiſtrators and Aſſigns, in Manner as follows, *viz.* That he the ſaid *J. M.* his, *&c.* ſhall and will well and truly pay or cauſe to be paid unto the ſaid *A.H.* her, *&c.* the ſaid Sum of 241 *l.* 10*s.* in Diſcharge of the Condition of the ſaid Bond, and according to the true Intent and Meaning thereof, and of theſe Preſents: **And further,** That in caſe Default ſhall be made in Payment of the ſaid Sum of 241 *l.* 10*s.* or any Part thereof, (contrary to the true Intent and Meaning of the ſaid Bond and of theſe Preſents) then and in ſuch Caſe he the ſaid *J. M.* his Executors and Adminiſtrators, and all and every other Perſon and Perſons whomſoever, lawfully claiming or to claim any Eſtate, Right, Title, Term of Years or Intereſt of, in or to the ſaid hereby aſſigned Premiſſes or any Part thereof, (ſave and except the ſaid *A. M.* her Executors, Adminiſtrators and Aſſigns, for and in reſpect of her ſaid recited Security, until ſuch Time only as the ſame ſhall be fully diſcharged) ſhall and will, upon the reaſonable Requeſt of the ſaid *A.H.* her Executors or Aſſigns, make, do and execute, or cauſe or procure to be made, done and executed, all and every ſuch further and other lawful and reaſonable Act and Acts, Aſſignments and Aſſurance in the Law whatſoever, for the further, better, more perfect and abſolute aſſigning and confirming of all and ſingular the hereby aſſigned Premiſſes, unto the ſaid *A.H.* her, *&c.* for and during all the Reſt and Reſidue of the ſaid Term of 41 Years and one Quarter of a Year, which ſhall be then to come therein, and for and during all ſuch further Term or Terms of Years, as can, ſhall or may be granted and renewed therein; (**Subject nevertheleſs** to the Payment of the ſaid Sum of 300 *l.* and Intereſt, ſo ſecured to the ſaid *A. M.* her Executors and Aſſigns, as aforeſaid), freed and diſcharged of the above

Aſſignment.

Premiſſes.

Policies.

Habendum.

Subject, *&c.*

Proviſo.

Covenant to pay the Money in the Bond.

Or in Default, to execute further Aſſurances.

written Proviso, for his the said *J. M.*'s Redemption of the said Premisses, as by the said *A. H.* her Executors or Assigns, shall in that Behalf be reasonably advised or required. **And lastly,** it is hereby agreed and declared by and between the said Parties, that until Default shall be made in Payment of the said Sum of 241*l.* 10*s.* or some Part thereof, it shall or may be lawful to and for the said *J. M.* his, *&c.* to hold and enjoy all and singular the said hereby assigned Messuages and Premisses, and to take and receive the Rents, Issues and Profits thereof, to and for his and their own Use and Benefit, without any Let, Suit, Trouble, Interruption or Disturbance of or by the said *A. H.* her Executors, Administrators or Assigns, and without any Account to be to her or them rendered or given for the same. **In Witness,** &c.

And enjoy the Premisses peaceably.

An Assignment of the Equity of Redemption of a mortgaged Lease as a Collateral Security for Payment of several Notes given for Value received.

THIS Indenture made, *&c.* **Between,** &c. **Whereas,** &c. (*Recital of Lease, Mortgage,* &c.) **And whereas** *F. H.* of, *&c.* by one Note under his Hand dated the 13th of this instant *November*, hath thereby promised to pay to the said *A. P.* or his Order, the Sum of 18*l.* 6*s.* one Month after Date, Value received, and he the said *F. H* by one other Note, dated the 17th of this instant *November*, hath thereby promised to pay to the said *A. P.* or his Order, the further Sum of 17*l.* 17*s.* three Months after Date, Value received: **And whereas** *W. A.* of, *&c.* by one Note under his Hand dated the 19th of *October* last, hath thereby promised to pay to the said *A. P.* or his Order, the Sum of 5*l.* 5*s.* fourteen Days after Date, Value received; and he the said *W. A.* by one other Note under his Hand dated the 13th of this instant *November*, hath thereby promised to pay to the said *A. P.* or his Order, the further Sum of 2*l.* 4*s.* Value received, as by the said four several Notes may appear: **And whereas** the said *E. C.* hath actually advanced and lent to him the said *A. P.* the Sum of 43*l.* 12*s.* (being the Sum which the said several Notes amount in the whole unto); **And** he the said *A. P.* as a Security for Payment thereof, hath indorsed all the said Notes, and as a further or collateral Security for Payment thereof to him the said *E. C. He* the said *A. P.* previous to, and before such Advancement to him of the said Monies, proposed and agreed to assign unto the said *E. C.* as well his Equity of Redemption of and in the before mentioned mortgaged Premisses, as also all his Right, Benefit and Interest, of and in the other Premisses mentioned in the said Articles, and not comprised in the said Mortgage in such Manner, and subject as herein after mentioned: **Now this Indenture witnesseth,** That he the said *A. P.* in Pursuance of the said Agreement, and as a further or collateral Security for Payment of the said Sum of 43*l.* 12*s.* together with Interest in such Manner, and subject as herein after mentioned, and also for and in Consideration of the Sum of 43*l.* 12*s.* so advanced as aforesaid, and of the Sum of 5*s.* now paid to him the said *A. P.* by the said *E. C.* the Receipt of which several Sums is by him the said *A. P.* hereby acknowledged, and for other good Considerations him thereunto moving, he the said *A. P.* **Hath,** *&c.* and by, *&c.* **Doth** bargain, *&c.* unto the said *E. C.* **As well** the said Piece or Parcel of Ground, Messuages or Tenements, Erections, Buildings, and all and singular other the Premisses comprised in, or which by the said recited Indenture of Lease were thereby demised to the said *A. P.* and which by him were afterwards in and by the said recited Indenture of Mortgage assigned to the said *A. M.* as aforesaid, with their Appurtenances, as also the Residue of the said Piece of Ground in and by the said recited Articles covenanted to be demised, and which were not in the said Lease or Mortgage thereof comprised, together with all Erections and Buildings already or hereafter to be erected and built upon the same Piece of Ground, and all the Estate, Right, Title, Interest, Terms of Years to come, Possession, Reversion, Rents, Profits, Equity and Benefit of Redemption, Property, Claim and Demand whatsoever both at Law or in Equity, of him the said *A. P.* of, in, to or out of the said hereby assigned Premisses or any Part or Parcel thereof, by virtue of the said Articles or otherwise howsoever, together with the said Articles, Counterpart of the said Mortgage, and such new Lease or Leases as shall be made of the Residue of the said Premisses, together also with all Benefit, by virtue of any Policy of Assurance as to Fire already or hereafter to be insured on the said Premisses or any Part thereof; **To have and to hold** all and singular the said herein before mentioned, and intended to be hereby assigned Premisses, with their and every of their Appurtenances, unto the said *E. C.* his, *&c.* from henceforth for and during all the Residue of the said Term of 98 Years, which is now to come and unexpired, and that in as full, large, ample and beneficial Manner, to all Intents and Purposes whatsoever, as he the said *A. P.* could or might have held or enjoyed the same, in case these Presents had not been made; **Subject nevertheless** to the Payment of the said principal Sum of 300*l.* and all Interest now due and to become due for the same unto the said *A. M.* in Manner as aforesaid, and also subject to the Pro-

Consideration.

Assignment.

Habendum.

viso

viſo herein after mentioned, *viz.* **Provided always**, and upon this Condition nevertheleſs, and it is hereby agreed and declared by and between the Parties hereto, that if they the ſaid *F. H.* and *W. A.* or their reſpective Repreſentatives, ſhall truly pay unto the ſaid *E. C.* his Executors or Aſſigns, the ſaid ſeveral Sums, amounting unto 43*l.* 12*s.* ſo ſecured by their reſpective Notes, as aforeſaid, together with ſuch Intereſt as ſhall happen to become due by virtue of the ſame reſpective Notes on or before the —— Day of —— now next enſuing the Date hereof, without any Deduction whatſoever; and in Default of ſuch their Payment of the ſame, then if he the ſaid *A. P.* his Executors or Adminiſtrators, ſhall on or before the ſaid —— Day of —— well and truly pay unto the ſaid *E. C.* his Executors or Aſſigns, ſo much of the ſaid Sum of 43*l.* 12*s.* as ſhall not have been by him or them received by virtue of the ſaid Notes, together with Intereſt and Charges touching the ſame, if any; then the Aſſignment hereby made and every Thing herein contained ſhall be void and of no Effect; and then the ſaid *E. C.* ſhall deliver up unto the ſaid *A. P.* his Executors or Aſſigns, ſo many of the ſaid Notes uncancelled as ſhall not have been by him received; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. Proviſo. **And** the ſaid *A. P.* for himſelf, his Executors and Adminiſtrators, doth hereby covenant with the ſaid *E. C.* his Executors and Adminiſtrators, in Manner as follows, *viz.* That in caſe they the ſaid *F. H.* and *W. A.* or their reſpective Repreſentatives ſhall not pay the ſaid 43*l* 12*s.* in Manner aforeſaid, then he the ſaid *A. P.* his Executors or Adminiſtrators, on their Default in Payment thereof, ſhall and will pay and make good ſuch Deficiency thereof unto the ſaid *E. C.* together with ſuch Intereſt and Charges, on or before the ſaid ——— Day of ——— according to the true Intent of the aforeſaid Proviſo, and of theſe Preſents; **And alſo** that he the ſaid *A. P.* hath not made, done, *&c.* Covenant.

Aſſignment from Aſſignees of a Bankrupt to a Mortgagee of a Bankrupt of the Equity of Redemption of two ſeveral Leaſehold Eſtates, the Principal and Intereſt due on the Mortgage being more than any Purchaſer would give.

THIS Indenture Tripartite, made the, *&c.* **Between** *W. H.* of, *&c.* and *I. D.* of, *&c.* (which ſaid *W. H.* and *I D.* are two of the Creditors and Aſſignees appointed of the Eſtate late of *M. W.* and *E C.* herein after named, by virtue of a certain Commiſſion of Bankruptcy herein after mentioned) of the firſt Part, the ſaid *M. W.* and *E. C.* both of, *&c.* of the ſecond Part, and *R. K.* of, *&c.* of the third Part. **Whereas** by Indenture *Tripartite* of Leaſe bearing Date, *&c.* and made or mentioned to be made between *G. T.* of, *&c.* of the firſt Part, the ſaid *M. W.* and *E. C.* of the ſecond Part, and *R. L.* of, *&c.* of the third Part, the ſaid *G. T.* for the Conſideration therein mentioned (by the Direction and Appointment of the ſaid *M. W.* and *E. C.* teſtified as therein is mentioned) did demiſe, *&c.* unto the ſaid *R. K.* his, *&c.* *All* that, *&c.* *To hold*, *&c.* for 63 Years, at and under the Rent of a Pepper-Corn for the firſt two Years of the ſaid Term, and at and under the yearly Rent of 7*l.* 10*s.* for the Reſidue of the ſaid Term of 63 Years, payable in ſuch Manner as therein mentioned: Recitals, *viz.* 1ſt Leaſe. **And whereas** by virtue of ſeveral good and meſne Aſſignments in Law, or otherwiſe, the before mentioned leaſed Piece or Parcel of Ground, and the ſaid three Meſſuages or Tenements, and buildings thereon erected and built, together with the ſaid recited Indenture of Leaſe, were afterwards (for the Conſiderations in the ſaid meſne Aſſignments mentioned) aſſigned to, and the ſame became veſted in them the ſaid *M. W.* and *E. C.* for the Reſidue of the ſaid Term of 63 Years: That the ſame is by meſne Aſſignment come to Mr. *W.* and Mr. *C.* **And whereas** by another Indenture of Leaſe, bearing Date, *&c.* and made or mentioned to be made between *W. G.* of, *&c.* of the one Part, and the ſaid *M. W.* and *E. C.* of the other Part, the ſaid *W. G.* for the Conſideration therein mentioned, did demiſe, *&c.* unto the ſaid *M. W.* and *E. C.* *All* that, *&c.* *To hold* to the ſaid *M. W.* and *E. C.* their Executors, Adminiſtrators and Aſſigns, for the Term of 61 Years, and at and under the yearly Rent of 4*l.* 15*s.* payable as therein mentioned: The 2d Leaſe. **And whereas** by Indenture of Aſſignment, by way of Mortgage, bearing Date, *&c.* and made or mentioned to be made between the ſaid *M. W.* and *E. C.* of the one Part, and the ſaid *R. K.* of the other Part, (reciting therein, amongſt other Things, the herein before mentioned two Indentures of Leaſe), *It is witneſſed*, that the ſaid *M. W.* and *E. C.* (in Conſideration of the Sum of 400*l.* of lawful Money, therein mentioned to be, and which was accordingly well and truly paid to them by the ſaid *R. K.*) and each of them *Did* grant, bargain, ſell and aſſign unto the ſaid *R. K.* *As well* the ſaid therein and herein before recited Indentures of Leaſe, meſne Aſſignments thereof, and the ſaid Pieces or Parcels of Ground, Meſſuages or Tenements, and all and ſingular the Premiſſes therein and herein before mentioned to be demiſed and aſſigned, with their and every of their Appurtenances and every Part and Parcel thereof, *As alſo* all the Eſtate, Right, Title, Intereſt, Term and Terms of Years, then to come and unexpired, The Mortgage to Mr. *K.* of the two Leaſes.

pired, Property, Claim and Demand whatsoever, of them the said *M. W.* and *E. C.* of, in, to and out of all and singular the thereby assigned Premisses, and every Part and Parcel thereof with their Appurtenances, by Force and Virtue of the said recited Indentures of Lease and mesne Assignments thereof, or otherwise howsoever; *To hold* the said Pieces of Ground, Messuages or Tenements, and all and singular other the Premisses, with their Appurtenances, together with the said recited Indentures of Lease and Assignment thereof, unto the said *R. K.* his Executors, Administrators and Assigns, from thenceforth, for and during all the Residue of the said Terms of 63 Years and 61 Years, by the said recited Indentures of Lease respectively demised, and which were therein then to come and unexpired; *Subject nevertheless* to a Proviso in the said Indenture of the 19th of, *&c.* contained for Redemption of the said Premisses, on Payment of the said Sum of 400*l.* on or before the 19th of, *&c.* together with lawful Interest for the same unto the said *R. K.* in such Manner as therein is mentioned, as in and by the same Indenture, and the said several in Part recited Indentures of Lease and mesne Assignments thereof, Relation being to them respectively had, more fully and at large may appear: **And whereas** the said Sum of 400*l.* and Interest, was not paid at the Day in the Proviso of the said last recited Indenture of Assignment appointed for Payment thereof, whereby the Estate in Law of them the said *M. W.* and *E. C.* of and in the thereby assigned Premisses, is become absolutely vested in him the said *R. K.* for the Residue of the said several Terms of Years therein now to come and unexpired: **And whereas** his present Majesty's Commission under the Great Seal of *Great Britain*, grounded upon the several Statutes made against Bankrupts, and bearing Date at *Westminster* the 19th Day of *February*, which was in the first Year of the Reign of his said present Majesty, was issued out against the said *M. W.* and *B. C.* directed unto *I. E. E. S.* and *J. S.* Esq; and to *J. M.* and *R. A.* Gent. thereby giving full Power to them the Commissioners, or the major Part of them, to execute the said Commission: **And whereas** the said *A. B.* and *C.* (being the major Part of the said Commissioners) did put the said Commission in Execution, and upon due Examination of Witnesses, and other good Proof upon Oath before them had and taken, did find that they the said *M. W.* and *E. C.* had, for —— Years and upwards before the Date and suing forth of the said Commission, used the Trade of, *&c.* and that during such their Trading, they became and were then justly indebted unto the said —— and others their Creditors in divers Sums of Money, amounting in the Whole to the Sum of —— and being so indebted did, in the Judgment of the said Commissioners, become Bankrupts within the Compass and true Meaning of the several Statutes made against Bankrupts, some or one of them: **And whereas** by Indenture of Assignment bearing Date, *&c.* and made between, *&c.* they the said *A. B.* and *C.* after reciting therein to the Effect herein before recited *int' al'*, they the said *J. E. J. M.* and *R. A.* (being the major Part of the said Commissioners) in further Pursuance of the said Commission, by their Indenture of Assignment bearing Date, *&c.* and for the Considerations, Ends, Intents and Purposes therein mentioned, did bargain, sell, assign and transfer unto the said *W. H.* and *J. D.* (amongst other Things) the said herein before several recited Leases, Pieces or Parcels of Ground, Messuages or Tenements, Erections, Buildings and Premisses; *To hold* the same (*inter al'*) unto the said *W. H.* and *J. D.* their Executors, Administrators and Assigns, from thenceforth for and during all the then Residue of the said several Terms of 63 Years and 61 Years, then to come and unexpired; *Nevertheless upon the Trust*, and to and for the several Ends, Intents and Purposes therein mentioned and expressed touching and concerning the same, as in and by the said in Part recited Commission and last Indenture of Assignment, Relation, *&c.* **By** virtue of which said last recited Indenture of Assignment, they the said *W. H.* and *J. D.* are now intitled to the Equity of Redemption of the said Premisses so assigned by way of Mortgage to the said *R. K.* as aforesaid: **And whereas**, on the Day of the Date hereof, there is justly due and owing unto the said *R. K.* by virtue of his before recited Security for Principal and Interest, in the whole the Sum of 445*l.* or thereabouts, (which Sum is more than any Person or Persons will give for the Purchase of the said mortgaged Premisses: **And whereas** the said *W. H.* and *J. D.* and also they the said *M. W.* and *E. C.* (being fully satisfied that the said Sum of 445*l.* so now due to the said *R. K.* as aforesaid, is more than any Purchaser will give for the Purchase of the said mortgaged Premisses) in Consideration whereof and of the Sum of —— to be to them now paid by the said —— have agreed to assign, release, ratify and confirm all their Estate, Right, Interest and Equity of Redemption, of, in and to the said mortgaged Premisses, unto the said *R. K.* in such Manner as herein after is mentioned: **Now this Indenture witnesseth,** That in Pursuance and Performance of the before mentioned Agreement, and in Consideration of the Sum of ——— so now due and owing to him the said *R. K.* in Manner as aforesaid, (which Sum is hereby agreed and declared by all the Parties to these Presents to be in full for the absolute Purchase of all the Estate, Right, Title, Interest, Term of Years and Equity of Redemption, as well of them the said *W. H.* and *J. D.* as also of them the said *M. W.* and *E. C.* or of any or either of them, of, in or to the said mort-

That the 400*l.* and Interest was not paid.

The Commission.

The Assignment from Commissioners to the Assignees.

What now due to Mr. *K.* for Principal and Interest, more than any Purchaser will give.

Present Agreement.

Consideration.

gaged

gaged and herein after aſſigned Premiſſes), and alſo for and in Conſideration of the Sum of 5*s.* a-piece of lawful Money to them the ſaid *W. H.* and *J. D.* and *M. W.* and *E. C.* in Hand paid by the ſaid *R. K.* at or before the Executing hereof, the Receipt whereof is by them hereby reſpectively acknowledged, and for divers other good Cauſes and valuable Conſiderations them thereunto eſpecially moving, **They** the ſaid *W. H.* and *J. D.* (at the Requeſt and by the Direction and Appointment of the ſaid *M. W.* and *E. C.* teſtified by their being Parties to and executing of theſe Preſents) **Have** and each of them **Hath** bargained, ſold, aſſigned, Aſſignment. transferred and ſet over, and by theſe Preſents **Do** and each of them **Doth**, &c. unto the ſaid *R. H.* **And** they the ſaid *M. W.* and *E. C.* **Have** and each of them **Hath**, and by theſe Preſents **Do** and each of them **Doth** freely, clearly and abſolutely grant, bargain, ſell, ratify and confirm unto the ſaid *R. K.* **All** thoſe the before mentioned leaſed Premiſſes or Parcels of Ground, and alſo all thoſe five ſeveral Meſſuages or Tenements and all other Erections and Buildings erected and built, or to be erected and built thereon, and all and ſingular other the Premiſſes which in and by the before recited Indentures of Leaſe were thereby reſpectively demiſed, or which by the ſaid recited Indenture of the 19th of, *&c.* were thereby aſſigned to the ſaid *R. K.* with their and every of their Appurtenances; **And alſo all** the Eſtate and Eſtates, Right, Title, Intereſt, Term and Terms of Years to come and unexpired, Benefit of Renewal, Equity, and Benefit of Redemption, Property, Claim and Demand whatſoever or howſoever, either at Law or in Equity, of them the ſaid *W. H. J. D. M. W.* and *E. C.* any or either of them, or of any Perſon or Perſons in Truſt for them, any or either of them, or in or to the ſaid hereby aſſigned Premiſſes, by virtue of the herein before recited Indenture of Leaſe, Aſſignment thereof, or otherwiſe howſoever, **Together with** all and every the ſame Indentures (other than and except the laſt herein before recited Indentures of Aſſignment, dated 25th Day of *March* laſt); **To have and to hold** the ſaid Pieces, *&c.* herein before mentioned and intended to be hereby aſſigned, with their and every of their Appurtenances, (except as aforeſaid) unto the ſaid *R. K.* his Executors, Adminiſtrators and Aſſigns, from henceforth for and during all the Reſt, Reſidue and Remainder of the before mentioned ſeveral Terms of 63 Years and 61 Years, which are reſpectively now to come and unexpired, freed and abſolutely diſcharged of and from the Proviſo in the ſaid Indenture of the 19th of, *&c.* contained, for Redemption of the ſaid Premiſſes, and of and from all other Proviſoes, Equity and Benefit of Redemption whatſoever, and that in as full, large, ample and beneficial Manner, to all Intents and Purpoſes whatſoever, as they the ſaid *W. H. J. D. M. W.* and *E. C.* or any or either of them, could or might have had, held or enjoyed the ſame, in caſe theſe Preſents had not been made; **Subject nevertheleſs** to the Payment of the ſeveral yearly Rents of 7*l.* 10*s.* Subject, *&c.* and 4*l.* 16*s.* by the ſaid recited Indentures of Leaſe reſpectively reſerved, and to the ſeveral Covenants, Conditions and Agreements therein contained, and which from henceforth on the Leſſees Part are to be paid, done and performed; **And** each of them the ſaid *W. M. H. C.* Covenant. and *J. D.* for themſelves ſeverally and reſpectively, and not jointly and for their ſeveral and reſpective Executors and Adminiſtrators, do covenant with the ſaid *R. K.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, that they the ſaid *W. H.* and *J. D.* or either of them, have not, nor hath done or committed any Act, Matter or Thing whatſoever, whereby or Done no Act, by Means whereof the ſaid hereby aſſigned Premiſſes, or any Part thereof, are or is, or ſhall *&c.* or may be in any ways impeached, ſurrendered, forfeited, charged or incumbred in Eſtate or otherwiſe howſoever. (*The like Covenant with the Bankrupts*, &c. *with theſe Words*, viz. other than and except as before appears in and by theſe Preſents). **In Witneſs**, &c.

An Aſſignment of Equity of Redemption of ſeveral Leaſehold Premiſſes from Aſſignees of a Bankrupt to the Adminiſtrator of a Mortgagee, the Mortgage Money and Intereſt (*Ground-Rent being in Arrear, and Houſes unfiniſhed*) *being more than they were worth.*

THIS Indenture, &c. **Between** *E. R.* of, *&c.* and *L. H.* of, *&c.* (ſurviving Aſſignees nominated and appointed in a Commiſſion of Bankruptcy lately awarded againſt *C. W.* of, *&c.* and *T. C.* of, *&c.* Carpenters and Partners) of the one Part, and the Right Honourable *T.* Earl of *P.* and *M.* (Adminiſtrator of all and ſingular the Goods, Chattels, Rights, Credits and Effects of his late Siſter the Honourable the Lady *R. H.* late of, *&c.* Spinſter, deceaſed) of the other Part. **Whereas**, &c. (*Recitals of the firſt Leaſe, of a Piece* Leaſes. *of Ground and Meſſuage thereon*, N°. 7, *in* M. *Row in* T. *Then the ſecond Leaſe, of another Piece of Ground and eight Meſſuages*, &c. *in the ſame Place*): **And whereas** by Indenture of Aſſignment, by way of Mortgage, *&c.* (*Then the Mortgage of the two Houſes for* 300 l.) **And whereas** by one other Indenture of Leaſe, *&c.* (*Then the third Leaſe of the ſix Houſes*, &c.) **And whereas**, &c. (*Then the Mortgage of the third Houſe for* 100 l.) as in and by the ſaid Mortgage. ſeveral

As to Mortgage Monies not being paid.

several in Part recited Indentures of Lease, and Indentures of Assignment thereof (all duly registred) Relation being to them respectively had, more fully may appear: **And whereas** the said several Sums of 300*l.* and 100*l.* so secured to the said Lady *R. H.* in Manner as aforesaid, were not to her paid on the several Days in the respective Provisoes of the said recited Indentures of Assignment appointed for Payment thereof, whereby the Estates in Law of the said *C. W.* and *T. C.* of and in the said three several Pieces of Ground, Messuages or Tenements and Premisses, thereby assigned, became absolutely vested in her the said Lady *R. H.* for the Residue of the said several Term of Years therein to come and unexpired:

As to the Commission of Bankrupt and Commissioners Assignment to Assignees, Party, &c.

And whereas his present Majesty's Commission, &c. (*to the like Effect as in precedent Assignment*, &c.) **And whereas** in or about the Month of *December* now last past, the said Lady *R. H.* departed this Life intestate, and Letters of Administration of all and singular her Goods and Chattels have been duly granted unto the said *T.* Earl of *P.* out of the Prerogative Court of *Canterbury*; by virtue whereof he the said Earl is now intitled unto the Estate and Interest late of her the said Lady *R. H.* of and in the said several mortgaged Premisses, and also of, in and to the respective principal Sums of 300*l.* and 110*l.* and all Interest now due for the same:

As to Lady *H.*'s Death, and Administration being granted to the Earl, and his being intitled to the mortgaged Premisses, and what due thereon is more than the same is worth.

And whereas on the Day of the Date hereof there is justly due and owing to the said Earl, as Administrator of the said Lady *R. H.* by virtue of the said several recited Securities to her made as aforesaid for Principal and Interest Monies, in the whole the Sum of —— or thereabouts; which Sum (in regard no Ground-Rent hath been ever paid for any Part of the said mortgaged Premisses; and that the same being untenanted and not near finished, and that there must be a considerable Sum forthwith laid out and expended by the said Earl to finish the same, or else the same will run to Ruin) so due to the said Earl as aforesaid, is much more than the Premisses are worth to be sold, or any Person or Persons will give for the Purchase thereof:

As to Mr. *R.* and Mr. *H.*'s Title to the Equity of Redemption of Premisses, and Bill to foreclose.

And whereas they the said *E. R.* and *H. H.* by virtue of the said last recited Indenture of Assignment, and as surviving Assignees of the said Statute, are now intitled to the Equity of Redemption of the said mortgaged Premisses; but they for the Reasons aforesaid have declined the same, and being fully satisfied that the said Sum of—so now due to the said Earl thereon as aforesaid, is more than they or any other Person will give for the Purchase thereof; and also in regard that the said Earl, as of *Hilary* Term now last past, hath brought his Bill in the High Court of Chancery against them to foreclose their Equity of Redemption therein; and to the Intent to stop all further Proceedings therein, and future Charges touching the same, they the said *E. R.* and *H. H.* in Consideration thereof, and of the Sum of 21*l.* to be to them now paid by the said Earl, have agreed to sell, and to assign, release, ratify and confirm all their Estate, Right, Interest and Equity of Redemption of, in and to the said mortgaged Premisses, unto the said Earl, in such Manner as herein after mentioded:

And their Agreement to assign and release the same to the Earl.

Now this Indenture witnesseth, That the said *E. R.* and *H. H.* in Pursuance of their beforementioned Agreement, and to the End the said Suit in Chancery so brought against them as aforesaid may end and determine, and in Consideration of the Sum of —— so now due and owing to him the said Earl in Manner as aforesaid, and also in Consideration of the Sum of 21*l.* of, &c. to them the said *E. R.* and *H. H.* or one of them in Hand well and truly paid by the said *T.* Earl of *P.* at or before the executing hereof (which Sum of —— so due to the said Earl as aforesaid, and the said Sum of 21*l.* so by him now paid, making together the Sum of ——) they the said *E. R.* and *H. H.* do hereby agree and declare the same to be in full for the absolute Purchase of all their Estate, Right, Title, Interest and Equity of Redemption of, in and to the before recited mortgaged and herein after assigned Premisses, the Receipt of which said 21*l.* they the said *E. R.* and *H. H.* do hereby severally acknowledge, and thereof and of every Part and Parcel thereof do respectively acquit, exonerate and discharge the said *T.* Earl of *P.* his Executors, Administrators and Assigns for ever by these Presents; and for divers other good Causes and valuable Considerations them thereunto especially moving, **They** the said *E. R.* and *H. H.* **have**, and each of them **hath** bargained, sold, assigned, ratified and confirmed, and by these Presents **Do**, and each of them **doth** freely, clearly and absolutely bargain, sell, assign, release, ratify and confirm unto the said *T.* Earl of *P.* his Executors, Administrators and Assigns, **All** those the before mentioned three several leased Pieces or Parcels of Ground, lying and being in *T.* aforesaid, and also all those the said three Messuages or Tenements (N° 6, 7, 8) thereon erected and built, and all other Erections and Buildings thereon erected and built, or to be erected and built, and all and singular other the Premisses which in and by the before in Part recited Indentures of Lease were thereby respectively demised to the said *C. W.* and *T. C.* and which by them were by the said two first herein before recited Indentures of Assignment afterwards respectively assigned to the said Lady *R. H.* in Manner as aforesaid, with their respective Appurtenances, and also all the Estate, Right, Title, Interest, Terms of Years, and Time now to come and unexpired, Possession, Reversion, Rents, Equity and Benefit of Redemption, Property, Claim and Demand whatsoever or howsoever, either at Law or in Equity, of them the said *E. R.* and *H. H.* or either of them, or of any Person or

Consideration.

Persons

Perſons in Truſt for them or either of them, of, in or to the ſaid hereby aſſigned Pieces of Ground, Meſſuages, or Tenements and Premiſſes, or any Part or Parcel thereof, by virtue of the ſaid laſt recited Indenture of Aſſignment, dated the 15th of *January* 17—, or otherwiſe howſever; **To have and to hold** the ſaid three ſeveral Pieces of Ground, three Meſſuages or Tenements, Erections, Buildings, and all and ſingular the other Premiſſes herein before mentioned and intended to be hereby aſſigned, with their and every of their Appurtenances, unto the ſaid *T.* Earl of *P.* his, *&c.* from henceforth for and during all the reſt, Reſidue and Remainder of the ſaid ſeveral Terms of 58 Years, 58 Years, and 58 Years, by the ſaid herein before recited Indentures of Leaſe reſpectively demiſed, and which are therein now to come and unexpired, freed and abſolutely diſcharged of and from all Proviſoes, Powers and Equity, and Benefit of Redemption whatſoever, and that in as full, large, ample and beneficial Manner to all Intents and Purpoſes whatſoever, as they the ſaid *E.R.* and *H.H.* or either of them, could or might have had, held or enjoyed the ſame, in caſe theſe Preſents had not been made; **Subject nevertheleſs** to the Payment of the ſaid ſeveral yearly Rents of 4*s.* 4*s.* and 4*s.* in and by the ſaid ſeveral recited Indentures of Leaſe reſpectively reſerved, and which are now due, or hereafter to become due for the ſame, and alſo to the ſeveral Covenants, Conditions and Agreements therein reſpectively mentioned and contained, and which from henceforth on the Tenants or Leſſees Part are to be done and performed; **And** each of them, *&c.* (*Aſſignors covenant that they have done no Act to incumber. See the foregoing Aſſignments.*) **And laſtly,** That they the ſaid *E.R.* and *H.H.* or one of them, their or one of their Executors, Adminiſtrators or Aſſigns, ſhall and will from Time to Time, and at all Times hereafter during the Continuance of the ſeveral Terms by the ſaid recited Indentures of Leaſe demiſed, upon the Requeſt, and at the proper Coſts and Charges of the ſaid *T.* Earl of *P.* his Executors, Adminiſtrators or Aſſigns, produce and ſhew unto the ſaid Earl, his Executors or Aſſigns, or to his or their Counſel, or in any Court of Law or Equity, or elſewhete, the herein before recited Indenture, dated the 15th of *January* 17——, when and as often as Need or Occaſion ſhall require for the making out the Maintenance, Defence or Juſtification of the Title of the ſaid Earl, his Executors and Aſſigns, to the ſaid hereby aſſigned Premiſſes, or any Part thereof (Fire and all other inevitable Caſualties and Accidents only and always excepted.) **In Witneſs**, &c.

Habendum.

Subject, *&c.*

And to produce the Aſſignment made from the Commiſſioners, *&c.*

Aſſignment, from the Aſſignees of a Bankrupt to the firſt Mortgagee, of the Equity of Redemption of ſeveral Leaſehold Meſſuages, &c. *there being a ſecond Mortgagee who is foreclоſed by Decree in Chancery, to prevent the Expence of the firſt Mortgagee's foreclоſing.*

THIS Indenture, *&c.* **Between** *T.C.* of, *&c.* and *C.C.* of, *&c.* Aſſignees of the Eſtate and Effects of *R.G.* late of, *&c.* a Bankrupt, of the one Part, and *J.S.* of, *&c.* (*the firſt Mortgagee*) of the other Part. **Whereas**, &c. (*Recite the Mortgage to* S. *and the Mortgage of the Equity of Redemption to* R.) **And whereas** the ſaid *R.G.* made Default in Payment of the ſaid principal Sum of 340*l.* and Intereſt, ſo ſecured to the ſaid *J.S.* in and by the ſaid recited Indenture of the 18th of, *&c.* and by Reaſon of his Non-payment thereof, the ſeveral Premiſſes thereby aſſigned to the ſaid *J.S.* are now in Law become abſolutely veſted in him for the Reſidue of the ſeveral Terms of 71 Years by the ſaid three Indentures of Leaſe reſpectively granted therein: **And whereas** on or about, *&c.* a Commiſſion of Bankrupt under the Great Seal of *Great Britain* iſſued againſt the ſaid *R.G.* and he was thereupon declared a Bankrupt, and afterwards the major Part of the Commiſſioners in the ſaid Commiſſion named (at the Requeſt and Election of all the ſaid Bankrupt's Creditors, who had proved their Debts under the ſaid Commiſſion) did nominate and chuſe the ſaid *T.C.* *T.W.* and *C.C.* to be Aſſignees of the ſaid Bankrupt's Eſtate and Effects: **And whereas** the ſaid principal Sum of 340*l.* and the Intereſt thereof, ſo ſecured to the ſaid *J.S.* as aforeſaid, not being to him paid, he the ſaid *J.S.* in or about *Eaſter* Term 17— exhibited his Bill in the High Court of Chancery as Plaintiff againſt the ſaid *T.C.* *T.W.* and *C.C.* and *F.R.* as Defendants, whereby after ſetting forth (amongſt other Things) the herein above recited Mortgage made to him the ſaid *J.S.* for ſecuring Payment of the ſaid principal Sum of 340*l.* and Intereſt, and that the ſame was not paid, it was amongſt other Things prayed, That the ſaid Plaintiff *J.S.* might be paid his Principal, Intereſt and Coſts, or in Default thereof, that the Defendants *G.C.* *W.C.* and *R.* might be foreclоſed of all Equity of Redemption of the ſaid mortgaged Premiſſes; and after ſetting forth the ſeveral Anſwers of all the Defendants, to the Purport and Effect as therein are particularly mentioned and expreſſed; and the Cauſe coming on to be heard before the Right Honourable the Maſter of the Rolls on the 6th of *June* 17——, his Honour ordered

As to Mr. *G.*'s making Default in Payment of Mortgage Monies.

As to a Commiſſion of Bankrupt being taken out againſt him, and Aſſignment of his Effects to the Aſſignees.

As to Mr. *S.*'s exhibiting his Bill in Chancery againſt the Aſſignees and Mr. *R.*

As to the Defendants Anſwers.

As to Cauſe being heard.

ordered and decreed, amongſt other Things, That it ſhould be referred to Mr. *M.* one of the Maſters of the ſaid Court, to ſee what was due to the ſaid Plaintiff for Principal and Intereſt on his ſaid Mortgage, and to tax him his Coſts; and the ſaid Defendant *R.* was to pay to the ſaid Plaintiff what ſhould be reported due to him for Principal, Intereſt and Coſts, within ſix Months after the Maſter ſhould have made his Report, and thereupon the Plaintiff was to aſſign the ſaid mortgaged Premiſſes unto the ſaid *R.* or to whom he ſhould appoint; but in Default of the Defendant's paying the ſaid Principal, Intereſt and Coſts, at the Time aforeſaid, he was from thenceforth abſolutely foreclоſed of all Equity of Redemption of the ſaid mortgaged Premiſſes; but in caſe of ſuch Foreclоſure, the ſaid Defendants *C. W.* and *C.* were, within three Months after the Expiration of the ſaid ſix Months, to pay to the ſaid Plaintiff what ſhould be reported due to him for Principal, Intereſt and Coſts, at ſuch Time and Place as the ſaid Maſter ſhould appoint; and thereupon the ſaid Plaintiff was to re-aſſign the ſaid mortgaged Premiſſes to the ſaid Defendants, or to whom they ſhould appoint; but in Default of their paying to the ſaid Plaintiff the ſaid Principal, Intereſt and Coſts, by the Time aforeſaid, they were from thenceforth foreclоſed of all Equity of Redemption of the ſaid mortgaged Premiſſes: **And whereas** the ſaid Maſter by his Report made in the ſaid Cauſe, bearing Date, *&c.* did thereby certify, that he had been attended by the Clerk and Solicitor in Court for the Plaintiff, and by the Clerk in Court for the Defendants *C. W.* and *C.* none attending for the Defendant *R.* though duly ſummoned, and that he had taken an Account of what was due to the Plaintiff for his Principal and Intereſt on his Mortgage, and found the principal Money due thereon to be 340*l.* and that he had computed the Intereſt thereof from, *&c.* which ſaid ſeveral Sums of 340*l.* 64*l.* 13*s.* 7*d.* and 28*l.* 2*s.* 6*d.* (making in the whole the Sum of ——) due to the ſaid Plaintiff for Principal, Intereſt and Coſts, the ſaid Defendant *R.* was to pay to the Plaintiff on the, *&c.* at the Place and Time therein mentioned: **And whereas** by an Order of the ſaid Court of Chancery, bearing Date on or about the, *&c. It was ordered*, that the ſaid Maſter's Report, and all Things therein contained, ſhould ſtand ratified and confirmed, unleſs the Defendants, having Notice thereof, ſhould within eight Days then next ſhew Cauſe to the contrary, which ſaid laſt mentioned Order by another ſubſequent Order of the ſaid Court made in the ſame Cauſe on the, *&c.* was confirmed and made abſolute: **And whereas** by another Order made in the ſaid Cauſe, bearing Date the, *&c.* now laſt paſt, whereby (after ſetting forth as therein mentioned) it was by the preſent Lord High Chancellor ordered, adjudged and decreed, that the ſaid Defendant *R.* ſhould from thenceforth ſtand abſolutely debarred and foreclоſed of and from all Equity and Benefit of Redemption whatſoever, of, in and to the ſaid mortgaged Premiſſes, as in and by the ſaid in Part recited Bill, Anſwers, Decree, Report, Orders and Proceedings duly filed and entered on Record in the proper Offices of the ſaid Court of Chancery, Relation being thereunto reſpectively had more fully may appear: **And whereas** they the ſaid *C. W.* and *C.* in regard of the ſaid Sums of 432*l.* 16*s.* 1*d.* ſo reported due to the ſaid *J. S.* as aforeſaid, being as much Money as any Perſon would give for the Purchaſe of the ſaid mortgaged Premiſſes, and that the ſaid *J. R.* is foreclоſed of all Equity of Redemption of, in and to the ſame, and to the End to prevent all Charges of their being foreclоſed of, in and to the ſame, have agreed to aſſign and releaſe all their Right, and Equity and Benefit of Redemption of, *&c.* Now, *&c.* (*as uſual.*) **In Witneſs**, &c.

As to Decree thereon.

As to the Maſter's Report.

Order to confirm Report, unleſs Cauſe ſhewn, *&c.*

As to another Order whereby Defendant *R* is abſolutely foreclоſed.

As to Aſſignees Agreement to releaſe, *&c.*

Aſſignment.

XVII. Of (Perſonal) Eſtates.

An Aſſignment of an Inteſtate's Perſonal Eſtate by the Adminiſtrator, and a Re-aſſignment of it to the Adminiſtrator, in order to alter the Property.

To all, &c. I Sir *W. St. J.* of, *&c.* ſend Greeting. **Whereas** I the ſaid Sir *W. St. J.* upon the Deceaſe of my late Daughter *E. St. J.* have in due Form of Law taken out Letters of Adminiſtration to my ſaid late Daughter *E. St. J.* and am thereby intitled to whatſoever perſonal Eſtate ſhe did die any ways poſſeſſed of, intereſted in, or intitled to; **Now theſe Preſents witneſs**, That I the ſaid Sir *W. St. J.* intending hereby to alter the Property of ſuch perſonal Eſtate, **Have** (for the Purpoſe aforeſaid, and for and in Conſideration of the Sum of 5*s.* of, *&c.* to me paid by my Son *W. St. J.* Eſq; and *W. F.* one of my Servants, the Receipt, *&c.*) bargained, ſold, aſſigned, transferred and ſet over, and by, *&c.* **Do**, &c. unto the ſaid *W. St. J.* and *W. F.* their Executors, Adminiſtrators and Aſſigns, **All** and ſingular the Goods, Chattels, Monies, Mortgages, Securities, and all other the perſonal Eſtate of what Nature or Quality ſoever the ſame be, which my ſaid late Daughter *E. St. J.* was any ways poſſeſſed of, intereſted in or intitled unto at the Time of her Deceaſe; **To have**

and to hold the ſaid Goods, Chattels, Monies, Mortgages, Securities and perſonal Eſtate unto the ſaid *W. J.* and *W. F.* their Executors, Adminiſtrators and Aſſigns; **In Truſt nevertheleſs** for me and for my only Uſe and Benefit. **In Witneſs**, &c. Dated 25 *Feb.* 1716.

The Re-aſſignment to be indorſed on the Back thereof.

Memorandum, That we the within named *W. J.* and *W. F.* purſuant to the Truſt in us repoſed by the within named Sir *W. J.* and for and in Conſideration of the Sum of 5*s.* of, *&c.* to us in Hand paid by the ſaid Sir *W. J.* the Receipt whereof we do hereby reſpectively acknowledge, **have** bargained, ſold, aſſigned, transferred and ſet over, **And** by theſe Preſents **Do**, and each of us **doth** bargain, *&c.* unto the ſaid Sir *W. J.* his Executors, *&c.* **All** the Goods, Chattels, Monies, Mortgages, Securities, and all other the perſonal Eſtate whatſoever, which by the within written Deed is or are mentioned or intended to be aſſigned unto us by the ſaid *W. J.* **To have and to hold** the ſaid Goods, Chattels, Monies, Mortgages, Securities and perſonal Eſtate ſo aſſigned unto us as aforeſaid, unto the ſaid Sir *W. J.* his Executors, Adminiſtrators and Aſſigns, to and for his and their own proper Uſe, Behoof and Benefit. **In Witneſs**, &c. Dated 26 *Feb.* 1716. To be dated —— Day next after.

Another.

To all Perſons to whom, *&c.* The Right Honourable *T.* Earl of *S.* ſendeth Greeting. **Whereas** Dame *A. R.* Widow, being poſſeſſed of, intereſted in, and intitled unto a very great perſonal Eſtate, did lately depart this Life inteſtate, and Letters of Adminiſtration of the Goods and Chattels, Rights and Credits of the ſaid Dame *A. R.* have been duly granted unto the Right Honourable *A.* Counteſs of *S.* (Wife of the ſaid *T.* Earl of *S.*) out of the Prerogative Court of *Canterbury*, and thereby the ſaid *T.* Earl of *S.* in the Right of the ſaid Counteſs his Wife, is become intitled to whatever perſonal Eſtate the ſaid Dame *A. R.* did die any ways poſſeſſed of, intereſted in or intitled unto: **Now theſe Preſents witneſs**, That the ſaid Earl of *S.* intending hereby to alter the Property of ſuch perſonal Eſtate, **hath** (for the Purpoſes aforeſaid, and in Conſideration of 5*s.* of, *&c.* paid to him by *F. E.* Gent.) bargained, ſold, aſſigned, transferred and ſet over, and by theſe Preſents **doth**, *&c.* unto the ſaid *F. E.* his Executors, Adminiſtrators and Aſſigns, **All** and ſingular the Goods, Chattels, Monies, Leaſes, Mortgages, Securities, Stocks in the Bank of *England*, *Eaſt India* Company and *South Sea* Company, and all Monies due and which hereafter ſhall grow due upon any Fund or Funds in her Majeſty's Exchequer at *Weſtminſter*, or from any Company, or upon any other Account whatſoever, from any Perſon or Perſons whomſoever or Bodies Politick, and all Annuities iſſuing out of her Majeſty's Exchequer, and all other the perſonal Eſtate of what Nature or Quality ſoever the ſame be, which the ſaid Dame *A. R.* was any ways poſſeſſed of, intereſted in, or intitled unto at the Time of her Deceaſe; **To have and to hold** the ſaid Goods, Chattels, Monies, Leaſes, Terms for Years, Mortgages, Securities, Stocks, Annuities and all other the perſonal Eſtate whatſoever late of the ſaid Dame *A. R.* unto the ſaid *F. E.* his Executors, Adminiſtrators and Aſſigns; **In Truſt nevertheleſs** for the ſaid *T.* Earl of *S.* his Executors, Adminiſtrators and Aſſigns, and for his and their only Uſe and Benefit. **In Witneſs**, &c.

Re-aſſignment indorſed.

Memorandum, That the within named *F. E* purſuant to the Truſt in him repoſed by the within named *T.* Earl of *S.* and for and in Conſideration of the Sum of 5*s.* of, *&c.* to him paid by the ſaid Earl of *S.* he the ſaid *F. E.* **hath** bargained, ſold, aſſigned, transferred and ſet over, and by theſe Preſents **doth**, *&c.* unto the ſaid *T.* Earl of *S.* his Executors, Adminiſtrators and Aſſigns, **All** and ſingular the Goods, Chattels, Monies, Leaſes, Terms for Years, Mortgages, Securities, Stocks, Annuities, and all other the perſonal Eſtate whatſoever, aſſigned or mentioned to be aſſigned to him the ſaid *F. E.* by the within written Deed; **To have and to hold** the ſaid Goods, Chattels, Monies, Leaſes, Terms for Years, Mortgages, Securities, Stocks, Annuities and perſonal Eſtate, unto the ſaid *T.* Earl of *S.* his Executors, Adminiſtrators and Aſſigns for ever, to his and their own proper Uſe, Behoof and Benefit. **In Witneſs**, &c. To be dated the Day next after the Aſſignment above.

An

An Abstract of another. The Case thus, viz.

DOctor H. *married Dame* M. B. (*Widow of Sir* T. B.) *who, having several Children by a former Wife, did before his Marriage with Lady* B. *covenant with Trustees to settle by Fine, Recovery,* &c. *as Counsel should advise, divers Manors, Lands,* &c. *of said Sir* T. *on said Trustees, to the Intent to secure an Annuity of* 500l. per Ann. *on Lady* B. *payable Quarterly, commencing from the Death of Sir* T. *which Annuity is thereby declared should be in full for her Jointure, and in Bar of Dower, and afterwards, and before any Settlement made by Sir* T. *pursuant to his Covenant, the said Sir* T. *died considerably indebted in very large Mortgages, and Suits were commenced by the Mortgagees, who getting Possession of the Estate, the Annuity run in very great Arrear, and the Lady* B. *married Doctor* H. *and an Account was taken of the Arrears of the Annuity, Interest and Costs, and settled at about* 1700l. *and Doctor* H. *not being able to get the Money in, he was advised to make an Assignment of the Arrears of the Annuity, and the Annuity itself to a Trustee, in order to alter the Property, which is to the Effect following,* viz. **Indenture** between the Doctor, of the one Part, and two Trustees of the other Part; reciting the Marriage Articles, and no Settlement made pursuant thereto, and that Sir *T.* died before any Settlement, and that the Lady married the Doctor, and that by Reason of the Mortgage and Incumbrances affecting said Premisses, the said Annuity run in very great Arrears; and reciting the Decree and Reports, the said Doctor, in order to vest the Property of Arrears of the said Annuity in Trustees, in Trust for himself, his Executors, *&c.* did bargain, sell, grant, assign and set over to the said Trustees the said Arrears of the said Annuity, and all Sums and Sum of Money, Duty and Demands whatsoever, for or in respect thereof, due on the Day of the Date thereof, to hold said Arrears to said Trustees, *&c.* in Trust for the said Doctor, his Executors, *&c.* and to the Intent to vest the Property of the said Annuity of 500*l. per Annum* in the said Trustees, in Trust for himself, *&c.* the said Doctor did grant, bargain, sell, assign and set over to said Trustees, *&c.* the said Annuity of 500*l. per Annum*, and all his Estate therein, to hold, perceive, *&c.* to said Trustees, their Executors, *&c.* from thenceforth for the Term of 99 Years, (if the said Doctor and Lady *B.* his Wife so long jointly live,) in Trust for the said Doctor, his Executors, *&c.* (*No Covenant.*)

Absolute Assignment from the Husband, of his Wife's Residuary Part of the Estate, and of a Bond, and Household Goods.

THIS **Indenture** made, *&c.* **Between** *H. P.* of, *&c.* of the one Part, and *P. G.* of, *&c.* of the other Part: **Whereas** the said *H. P.* hath for several Years last past, by Reason of Sickness and other Infirmities and Indisposition, and also by Reason of his being obliged to withdraw himself from his usual Place or Places of Abode, and not able to appear for to manage and transact his Affairs, and to avoid being arrested for divers extravagant Debts contracted by his Wife not unknown unto him: **And whereas** the said *P. G.* hath for the Time aforesaid, managed and transacted and assisted him the said *H. P.* to the utmost of his Power in the managing and transacting the same: **And whereas** he the said *P. G.* by his great Care, Diligence and Expence, did lately find out and discover divers Quantities of Plate, Household Goods, Furniture and other Things of him the said *H. P.* to the Value of 120*l.* and upwards, being the greatest Part of his Substance and Fortune, which had been unjustly removed, taken and carried away from out of his late Dwelling-house without his Privity, Consent or Knowledge: **And whereas** he the said *H. P.* is intitled, in Right of his late Wife *M. P.* to one third Part or Share, or some other Part or Share of the Estate and Effects of *A. M.* late of, *&c.* Widow, deceased: **And whereas** the said *H. P.* is likewise intitled to the Sum of 100*l.* principal Money, besides Interest, by virtue of one Bond or Obligation in the Penalty of 200*l.* conditioned for the Payment of 100*l.* bearing Date, *&c.* from him the said *P. G.* **And whereas** the said *H. P.* is likewise possessed of, or otherwise intitled unto one Bureau and Book-case, a round Card-Table, *&c.* and divers other Goods, Chattels and Things, in the Possession and Power of him the said *P. G.* **Now this Indenture witnesseth,** That he the said *H. P.* for the Consideration aforesaid, and for the true, sincere, perfect Friendship and Respect which he bears for and towards him the said *P. G.* and for and in Consideration of the Sum of 5*s.* of, *&c.* to him the said *H. P.* in Hand paid by the said *P. G.* before the Sealing and Delivery of these Presents, and for divers other good, *&c.* **He** the said *H. P.* **hath** granted, bargained, sold, assigned, transferred and set over, and by these Presents **doth** fully, *&c.* grant, *&c.* unto him the said *P. G.* **All** that his the said *H. P.*'s Right, Title and Interest, both at Law and in Equity, of him the said *H. P.* of, in and to the said one third Part

or

The Husband obliged to secrete himself for his Wife's Debts.

P. G. his Agent, who has found out Goods taken privately from his late House.

Several Things the Husband is intitled to.

Consideration.

Assignment of third Part of Estate of *A. M.* deceased.

or Share of him the ſaid *H. P.* of, in or to the Eſtate and Effects of her the ſaid *A. M.* Widow, deceaſed: **And alſo** the ſaid in Part recited Bond, payable for 100*l.* Principal Money, and of, in and to all the Monies now due and payable thereupon, or which ſhall at any Time or Times hereafter become due and payable thereupon; **And alſo** of, in or to the ſaid Bureau and Book-Caſe, and all and ſingular other the Goods, Chattels, and Things above mentioned, together with all and ſingular other the Goods, Chattels and Things now in the Poſſeſſion of him the ſaid *P. G.* of and belonging to him the ſaid *H. P.* **To have and to hold** the ſaid one third Part or Share, or other Part or Share of the ſaid Eſtate of the ſaid *A. M.* Widow, deceaſed, together with all and ſingular the Dividends, Profits, Produce, Income and Advantage whatſoever, ariſing or hereafter to ariſe thereby or therefrom; **And alſo** the ſaid in Part recited Bond or Obligation, and all Money now due thereon, or which ſhall at any Time or Times become payable thereupon, and the ſaid Bureau and Book-Caſe, and all and ſingular other the Goods, Chattels and Things belonging to him the ſaid *H. P.* and now in the Poſſeſſion of him the ſaid *P. G.* his Executors, Adminiſtrators and Aſſigns for ever, and to and for no other Intent, Uſe, Truſt or Purpoſe whatſoever; any Thing in theſe Preſents, or at Law or in Equity, or any otherwiſe howſoever contained to the contrary thereof in any wiſe notwithſtanding. **And** the ſaid *H. P.* hath nominated, *&c.* him the ſaid *P. G.* his, *&c.* his true and lawful Attorney, *&c.* to aſk, *&c.* all and ſingular the ſaid third Part or Share, or other Part or Share of the Eſtate and Effects of the ſaid late *A. M.* and all Benefit and Advantage that ſhall or may ariſe thereby or therefrom, of and from all ſuch Perſon or Perſons who ſhall have, or of Right ought to pay the Monies due thereupon, and to compound, or in any other Manner to ſettle and adjuſt all Accounts whatſoever, for, touching, and concerning the ſame, or any other Matter or Thing relating thereunto, and alſo to do, perform, tranſact and execute all and ſingular and every other lawful and reaſonable Act and Acts, Thing and Things whatſoever, be the ſame by Suit or Suits at Law or in Equity or otherwiſe howſoever, either for obtaining, diſcharging or compounding the ſame, as ſhall be needful or neceſſary to be done in and about the Premiſſes. **And** the ſaid *H. P.* for himſelf, *&c.* doth hereby covenant, *&c.* (*Covenants good Right, done no Act, further Aſſurance, Penalty.*) **In Witneſs,** &c.

Of a Bond.

Of Houſhold Goods.

Letter of Attorney.

An Aſſignment from the Mother (as Adminiſtratrix) to her eldeſt Son, (in Truſt for himſelf, and as Guardian to his Brother an Infant) of her Huſband's Trade and Perſonal Eſtate, &c. *and a Releaſe from the Son (and as Guardian of his Brother) to the Mother, of their Right to their Father's Perſonal Eſtate,* &c. *alſo a Grant of an Annuity to their Mother.*

This Indenture, &c. **Between** *M. J.* of, *&c.* Widow, (Relict and Adminiſtratrix of the Goods, Chattels, Rights and Credits of her late Huſband *W. J.* late of, *&c.* deceaſed) of the one Part, and *T. J.* of, *&c.* for and on Behalf of himſelf, and as Guardian, and for and on Behalf of his Brother *S. J.* (which ſaid *T. J.* and *S. J.* are the two Sons of the ſaid *M. J.* by the ſaid *W. J.* her late Huſband) of the other Part. **Whereas** the ſaid *W. J.* in his Life-time did carry on the Trade or Buſineſs of a Lighterman, and in buying, vending and ſelling Coals and other Things incident and belonging to the ſaid Trade, and he the ſaid *W. J.* at the Time of his Death was poſſeſſed of, and intereſted (*int' al'*) of and in a conſiderable Perſonal Eſtate, conſiſting in ſeveral Parts or Shares of Ships, Veſſels and Lighters, and alſo of ſeveral Debts ſtanding out and due to his Eſtate, and alſo of a Stock in Trade, and ſeveral other Goods and Chattels particularly mentioned and ſet forth in the Schedule or Inventory hereunto annexed, amounting in the Whole to the Sum of——or thereabouts, as by an Appraiſement and Valuation thereof made more fully appears: **And whereas** the ſaid *W. J.* being ſo poſſeſſed and intereſted of and in ſuch Perſonal Eſtate as aforeſaid, did on or about ——die Inteſtate, and thereupon Letters of Adminiſtration having been duly granted to the ſaid *M. J.* out of the——of all and ſingular the Goods, *&c.* of the ſaid *W. J.* ſhe the ſaid *M. J.* by virtue thereof, is now intitled to the ſame and to the due Adminiſtration thereof, according to the ſeveral Statutes in that Caſe made concerning Diſtribution of Inteſtates Eſtates: **And whereas** the ſaid *M. J.* (in Conſideration of the natural Love and Affection which ſhe hath and beareth to her two Sons the ſaid *T. J.* and *S. J.* and for their Advancement in the World, and alſo in Conſideration that the ſaid *T. J.* for himſelf, and as Guardian of and on the Behalf of his Brother, hath agreed to give her the ſaid *M. J.* ſuch Releaſe touching their Father's Perſonal Eſtate, as is herein after mentioned, and alſo agreed to pay to her the ſaid *M.* during her Life an Annuity of 50*l. per Annum*, in ſuch Manner as herein after alſo is mentioned) hath agreed to relinquiſh all her Right and Intereſt of, in and to her ſaid late Huſband's Trade, and alſo to aſſign to them the ſaid *T. J.* and *S. J.* the ſaid Parts of Ships, *&c.* and

Recitals, *viz.* As to Teſtator's Trade and Perſonal Eſtate.

As to his Death, and Adminiſtration granted to his Widow.

As to her Agreement to relinquiſh Trade and aſſign Stock to her two Sons.

other the Personal Estate late of the said *W. J.* in the said Schedule hereunto annexed mentioned, in such Manner and Subject as herein after is expressed: **And whereas** they the said *T. J.* for himself, and for and on Behalf of his said Brother *S. J.* (in Consideration of such Relinquishment and Assignment to be so made of their said late Father's Trade and Personal Estate as aforesaid) have agreed to give to their Mother the said *M. J.* such Release touching all Demands out of said late Father's Personal Estate, and also to pay, and that the same shall be subject to make good to her the said *M. J.* during her Life, an Annuity of 50*l. per Ann.* clear of all Taxes and Deductions, in such Manner as herein after is for that Purpose mentioned and expressed: **Now this Indenture witnesseth,** That the said *M. J.* in Pursuance and Performance of her before mentioned Agreement, and also for and in Consideration of the natural Love and Affection which she the said *M. J.* hath for them the said *T. J.* and *S. J.* and also in Consideration of the said Release and Annuity herein after by them given and secured to be paid as aforesaid, and also for and in Consideration of the Sum of 10*s.* of, *&c.* by the said *T. J.* in Hand, *&c.* and for divers other Causes, *&c.* **She** the said *M. J.* **hath,** and by these Presents (as much as in her lieth) **Doth** freely, clearly and absolutely renounce, relinquish, quit-claim, bargain, sell, assign, transfer and set over unto them the said *T. J.* and *S. J.* their Executors, *&c.* **All** and all Manner of Benefit and Advantage whatsoever to arise or be had or made by Virtue of or on Account of such Trade or Business of a Lighterman, and in all Things incident or belonging thereunto, so carried on by the said *W. J.* her late Husband as aforesaid, and all and every the several Parts or Shares of and in the said several Ships, Vessels and Lighters in the said Schedule hereunto annexed particularly mentioned, and also all and every the several and respective Debts, Sums of Money now due and owing to the Estate late of the said *W. J.* and also all his Stock, and all other the Goods, Chattels, Effects and Personal Estate whatsoever late of him the said *W. J.* in the same Schedule mentioned and set forth, together with all and every the Mortgages, Bonds, Notes of Hand, and all other Securities and Vouchers touching or concerning the same, and all the Right, Interest, Property, Benefit, Advantage, Claim and Demand whatsoever of her the said *M. J.* either at Law or in Equity, of, in, to or out of the said hereby relinquished and assigned Trade, Parts of Ships, Vessels and Lighters, Stock, Debts and other the said Premisses, by virtue of the said Administration, or otherwise howsoever; **To have,** hold, receive, take and enjoy the said Benefit of Trade, several Parts or Shares of Ships, *&c.* Debts, Stock and Trade, Goods, Chattels, Personal Estate, and all and singular the herein before mentioned and intended to be hereby assigned Premisses, unto and to the only Use and Benefit of them the said *T. J.* and *S. J.* their Executors, Administrators and Assigns from henceforth for evermore, in Manner as follows, *viz.* As to one Moiety or half Part thereof, the whole in two equal Parts to be divided, the same to go and be to the only Use and Benefit of the said *T. J.* his Executors, Administrators and Assigns, and as to the other Moiety or half Part thereof, the same to go and be to the only Use and Benefit of the said *S. J.* his Executors, Administrators and Assigns, and that in as full, large, ample and beneficial Manner to all Intents and Purposes whatsoever, as she the said *M. J.* her Executors or Administrators, could or might have had, held, received or enjoyed the same, or any Part thereof, in case these Presents had not been made; (**Subject nevertheless** in the first Place to the Payment of all and every such Debts as are now due and owing from the Estate late of the said *W. J.* deceased, if any such there be, and also subject to the Payment of the said Annuity or yearly Sum of 50*l.* to the said *M. J.* and her Assigns during her Life, by them the said *T. J.* and *S. J.* in the Proportion and Manner as follows, *viz.* The yearly Sum of 25*l.* by the said *T. J.* his Executors and Administrators, and the like yearly Sum of 25*l.* by the said *S. J.* or Guardian, Executors and Administrators, clear of all Taxes and Deductions whatsoever, on the four Quarter-Days herein after mentioned); **And** for the Considerations aforesaid, and also to the Intent and for the better and more effectual enabling them the said *T. J.* and *S. J.* their Executors, Administrators and Assigns, to recover, receive and discharge all and singular the hereby assigned Debts, Monies, and other the said Premisses, to and for the several Uses of them the said *T. J.* and *S. J.* in Manner and subject nevertheless as aforesaid, she the said *M. J.* (as far as in her lieth) hath, and by these Presents doth make, constitute, authorise and appoint, and in her Place and Stead put them the said *T. J.* and *S. J.* their Executors, Administrators and Assigns, either or any of them, the true and lawful Attorney and Attornies irrevocable of her the said *M. J.* either in her, his or any of their Name or Names, to ask, *&c.* as well of and from all and every Person and Persons whomsoever who are now indebted to the Estate late of the said *W. J.* the several and respective hereby assigned Debts and Monies by them due and owing thereto as aforesaid, as also all and singular the said Parts of Ships, Vessels, Lighters, and other the hereby assigned Premisses, and upon Non-payment of all or any Part of such Debt, or not Assigning or Delivery of other the said hereby assigned Premisses, or of any Part or Parts thereof, to commence, sue and prosecute to Effect any Action or Actions, Suit or Suits, and all other legal Process whatsoever, either at Law or

The Sons Agreement with the Mother thereon.

Consideration.

The Mother's Relinquishment of the Trade, and Assignment of

Stock, *&c.* in the Schedule mentioned; also Debts, Stock in Trade, and other Personal Estate, *&c.*

Habendum to the two Sons.

In Moieties to prevent Survivorship.

Subject to Payment of the Father's Debts, and Annuity to the Mother.

Letter of Attorney.

in Equity, againſt all and every ſuch Perſon and Perſons, for the recovering and receiving of all and ſingular the hereby aſſigned Premiſſes, and upon Receipt thereof, or of any Parts thereof, to releaſe, &c. and alſo to do all, &c. And the ſaid *M. J.* for herſelf, her Executors and Adminiſtrators, and for every of them, *Doth* covenant, promiſe and agree to and with each of them the ſaid *T. J.* and *S. J.* and their reſpective Executors, Adminiſtrators and Aſſigns, by theſe Preſents, in Manner as follows, *viz.* That the ſaid ſeveral hereby Debts are now due and owing to the Eſtate late of the ſaid *W. J.* and that the ſaid *M. J.* hath not at any Time aſſigned, releaſed or diſcharged, all or any of the ſaid Debts, Monies, and other the hereby aſſigned Premiſſes, nor ſhall or will at any Time hereafter receive, releaſe or diſcharge the ſame, or any Part or Parts thereof, nor ſhall or will diſavow, diſallow, diſcontinue, releaſe or diſcharge any Action, Suit or other Proceſs whatſoever, which ſhall or may be brought or commenced for the recovering of the ſame, nor revoke, countermand or make void any Power or Authority hereby given to the ſaid *T. J.* his Executors, Adminiſtrators and Aſſigns, without their Conſent firſt had and obtained in Writing for that Purpoſe; **And alſo** that ſhe the ſaid *M. J.* her, &c. and all and every Perſons whoſoever lawfully claiming any Right, Intereſt, Property or Demand whatſoever of, in or to the ſaid hereby aſſigned Premiſſes, or any Part thereof, by, from or under them, or the ſaid *W. J.* deceaſed, ſhall and will at any Time hereafter, on the reaſonable Requeſt, and at the Charge of the ſaid *T. J.* and *S. J.* or either of them, their or either of their, &c. make, do and execute, or cauſe and procure to be made, &c. all and every ſuch other and farther lawful and reaſonable Act and Acts, Thing and Things in the Law whatſoever, as well for the corroborating and ſtrengthening of theſe Preſents, and of every Article and Power hereby before given, as alſo for the further and better Aſſigning and Confirming of all and ſiular the hereby aſſigned Premiſſes unto, and to and for the Uſe and Benefit of them and ſaid *T. J.* and *S. J.* their Executors, Adminiſtrators and Aſſigns, in Manner and ſubject nevertheleſs as aforeſaid, as by their or either of their Counſel ſhall be reaſonably adviſed or required, ſo as, &c. **And this Indenture further witneſſeth,** That they the ſaid *T. J.* for himſelf, and as Guardian for and on the Behalf of the ſaid *S. J.* (in Conſideration of the Aſſignment by the ſaid *M. J.* of the Premiſſes in Manner aforeſaid) and alſo in Purſuance of the herein before recited Agreement, and for divers other good Cauſes, &c. **Hath,** and by theſe Preſents **Doth,** for himſelf and for the ſaid *S. J.* and for their reſpective Executors and Adminiſtrators, freely, clearly and abſolutely remiſe, releaſe, diſcharge and for ever quit-claim unto the ſaid *M. J.* her Executors and Adminiſtrators, and to all and every other the Adminiſtrators and Repreſentatives of the ſaid *W. J.* deceaſed, **As well all** and every Sum and Sums of Money whatſoever, as are now due, payable or demandable by them, or either of them, out of or from the Eſtate late of the ſaid *W. J.* or from the ſaid *M. J.* as Adminiſtratrix thereof, or otherwiſe howſoever, **As alſo** of and from all and all Manner of Action and Actions, Cauſes of Action, Suits, Claims and Demands whatſoever both in Law and Equity, or otherwiſe however, which they the ſaid *T. J.* and *S. J.* or either of them, their or either of their Executors or Adminiſtrators now have, or can or may at any Time hereafter claim, challenge or demand againſt the Eſtate late of the ſaid *W. J.* or againſt her the ſaid *M. J.* as Adminiſtratrix thereof, or for or by Reaſon, or on Account of any other Matter, Cauſe or Thing whatſoever, from the Beginning of the World to the Day of the Date of theſe Preſents: **And this Indenture alſo further witneſſeth,** That they the ſaid *T. J.* and *S. J.* for the Conſiderations aforeſaid, and in full Performance of the herein before recited Agreement, and alſo for other, &c. **Have** given and granted, and by theſe Preſents the ſaid *T. J.* for himſelf and as Guardian for and on the Behalf of the ſaid *S.* and for their reſpective Heirs, Executors and Adminiſtrators, **Doth** give and grant unto the ſaid *M. J.* and her Aſſigns, during her Life, the before mentioned Annuity or yearly Sum of 50*l.* of, &c. to be paid by them in ſuch equal Proportions as aforeſaid; **To have,** hold, receive, take and enjoy the ſaid Annuity or yearly Sum of 50*l.* unto the ſaid *M. J.* and her Aſſigns during the Term of her natural Life, and to be paid and payable to her the ſaid *M. J.* and her Aſſigns upon the four moſt uſual Feaſts or Quarter-Days of Payment in the Year, *viz. Lady-day*, &c. by four even and equal Proportions, at or in, &c. without any Deduction or Abatement whatſoever out of the ſame, or any Part thereof, either in Reſpect of Parliamentary Taxes impoſed or to be impoſed, or otherwiſe howſoever; the firſt quarterly Payment of which Annuity or yearly Sum of 50*l.* to begin and be made upon *Lady-day* next enſuing the Day of the Date of theſe Preſents; **And** the ſaid *T. J.* for himſelf, and for his Executors and Adminiſtrators, and alſo as Guardian for and on the Behalf of the ſaid *S. J.* his Executors and Adminiſtrators, doth covenant, promiſe, grant and agree to and with the ſaid *M. J.* her Executors, Adminiſtrators and Aſſigns, by theſe Preſents, in Manner and Form following, *viz.* That they the ſaid *T. J.* and *S. J.* or one of them, their or one of their Heirs, &c. ſhall and will yearly and every Year well and truly pay, or cauſe to be paid unto the ſaid *M. J.* or her Aſſigns, for and during her natural Life, the ſaid Annuity or yearly Sum of 50*l.* of ſuch lawful Money, and by ſuch Proportions

Aſſignor's Covenant that the Debts are owing.

Further Acts.

Sons Releaſe to the Mother, &c.

Grant of an Annuity to Mother.

Covenant to pay the Annuity.

Proportions as aforeſaid, at the Place upon the ſeveral Days and Times herein before limited and appointed for the Payment thereof, without any Deduction or Abatement whatſoever out of the ſame, or any Part thereof, for Taxes or otherwiſe as aforeſaid, according to the true Intent and Meaning of theſe Preſents; **And alſo,** that they the ſaid *T. J.* and *S. J.* or one of them, their or one of their Executors or Adminiſtrators, ſhall and will from Time to Time, and at all Times hereafter, well and ſufficiently ſave, defend, keep harmleſs and indemnified the ſaid *M. J.* her Executors and Adminiſtrators, and every of them, and her, their and every of their Eſtate, Real and Perſonal, of and from all Coſts, Loſſes, Charges, Damages and Expences whatſoever which ſhall or may at any Time ariſe, fall or happen to her, them or any of them, for, by Reaſon or on Account of her or their Names being made Uſe of in any ſuch Action or Suit which ſhall or may be by them the ſaid *T. J.* and *S. J.* brought or commenced by virtue of the herein before mentioned Power or Authority ſo given, as aforeſaid, for the recovering and receiving of the ſaid hereby aſſigned Debts, Monies and Premiſſes, or any Part thereof, or for, by Reaſon or on Account of any other Matter, Cauſe or Thing whatſoever touching her or their Names being ſo made uſe of by virtue of the Power aforeſaid. **And laſtly,** for true Performance of all and every the Articles, Covenants, Clauſes and Agreements herein before mentioned, and which on the ſeveral Parts of them the ſaid *M. J.* and *T. J.* are herein before reſpectively contained, to be by them paid, done and performed, they the ſaid *M. J.* and *T. J.* for themſelves and for their reſpective Executors and Adminiſtrators, do hereby ſeverally bind themſelves unto each other, and to the reſpective Executors, Adminiſtrators and Aſſigns of each other, in the penal Sum of —— of lawful *Britiſh* Money, firmly by theſe Preſents. (*a*) **In Witneſs,** &c.

To indemnify, &c.

Penalty.

A Releaſe and Aſſignment by an Executrix of a ſurviving Executor of the two Teſtators Perſonal Eſtates to a Deviſee of the Real Eſtate of one of the Teſtators, in Truſt to pay Debts, Legacies, &c. *the Reſidue to the Aſſignee.*

THIS Indenture, &c. **Between** *B. L.* of, *&c.* Widow, Relict and Executrix of the laſt Will and Teſtament of *L. L.* late, *&c.* who was ſurviving Executor of the laſt Will and Teſtament of Sir *W. L.* late of, *&c.* deceaſed, of the one Part, and *W. R. L.* of, *&c.* (Deviſee of the real Eſtate of the ſaid *L. L.*) of the other Part, **Witneſſeth,** That in Purſuance and Part of Performance of certain Articles of Agreement bearing Date ——, *&c.* made or mentioned to be made between *R. M.* of, *&c.* (for and on the Behalf of the ſaid *B. L.* his Daughter, then under the Age of 21 Years, of the one Part, and the ſaid *W. R. L.* of the other Part, and for other good Cauſes and Conſiderations her thereunto moving, **She** the ſaid *B. L.* **hath** remiſed, releaſed and quit-claimed, and by, *&c.* **Doth,** &c. unto the ſaid *W. R. L.* his Executors, Adminiſtrators and Aſſigns, **All** and ſingular the Goods, Chattels and Perſonal Eſtate of the ſaid Sir *W. L.* and *L. L.* or either of them, which ſince the Deceaſe of the ſaid *L. L.* have come to the Hands of the ſaid *W. R. L.* or to the Hands of any Perſon or Perſons, in Truſt for him (except as herein after is excepted) and all Actions, Suits, Accounts, Claims and Demands for or touching the ſame: **And this Indenture further witneſſeth,** That for the Conſiderations aforeſaid, and for 5 *s. &c.* to ſaid *B. L.* paid by ſaid *W. R. L.* at, or, *&c.* the Receipt, *&c.* **She** the ſaid *B. L.* **hath** aſſigned, transferred and ſet over, and by, *&c.* unto the ſaid *W. R. L.* his Executors, *&c.* **All** and ſingular the Goods, Chattels, Credits and Perſonal Eſtate of the ſaid Sir *W. L.* and *L. L.* or either of them, and all Securities for the ſame which have or hath come to the Hands of the ſaid *B. L.* or to the Hands of the ſaid *W. R. L.* in her Right, *Or* whereof ſhe the ſaid *B. L.* is or hath been poſſeſſed, or to which ſhe the ſaid *B. L.* as Executrix of the ſaid *L. L.* and Sir *W. L.* or of either of them, is any way intitled either in Law or Equity, and the full Benefit and Advantage thereof, (**All** ſuch Jewels, as were at any Time given or preſented to the ſaid *B. L.* by the ſaid *L. L.* her ſaid Huſband, deceaſed, or were in her own Poſſeſſion or belonging to her before her Intermarriage with the ſaid *L. L.* and ſuch Books and Pictures as were her's the ſaid *B. L.* before the ſaid Marriage, or given her by her ſaid late Huſband or the ſaid *R. M.* her ſaid Father, either before or ſince the ſaid Marriage, and which have been delivered to the ſaid *B. L.* by the ſaid *W. R. L.* or are in her Cuſtody, only excepted and forepriſed); **To have,** hold, receive and enjoy all and ſingular the ſaid Perſonal Eſtate and Premiſſes (except as is before excepted) unto the ſaid *W. R. L.* his Executors, Adminiſtrators and Aſſigns; **Upon Truſt** that he the ſaid *W. R. L.* his Executors, Adminiſtrators or Aſſigns, ſhall and will duly adminiſter and apply all the ſaid Perſonal Eſtate which is or ſhall come to his Hands (except as

Conſideration.

Releaſe.

Aſſignment.

Exception.

Habendum,

Upon Truſt to pay Debts, Legacies, *&c.* to which the Premiſſes are liable, *&c.*

(*a*) The Sons to give a Bond to the Mother for Payment of the Annuity, but referring to the ſame Annuity, *&c.*

is

is before excepted) to and for the Payment and Satisfaction of all Debts, Legacies and Demands to which the perſonal Eſtates of the ſaid *L. L.* and Sir *W. L.* or either of them, are or is liable to; and from and after full Payment and Satisfaction of all ſuch Debts, Legacies and Demands to which the ſame reſpectively are or is liable, *To* and for the ſole Uſe and Benefit of the ſaid *W. R. L.* his Executors or Adminiſtrators, without any Account to be given or rendered for the ſame; **And** the ſaid *R. L.* hath made, *&c.* **And**, &c. (*Covenants has not, nor will releaſe, but will do any further Act*, &c.) **In Witneſs**, &c. Letter of Attorney. Covenants.

A Releaſe and Aſſignment of a Moiety of an Eſtate, by one who had ſold the ſame at an under Value, &c. *whereby the Sale was in the Opinion of Counſel void, to two Truſtees, in Truſt to reimburſe a weekly Allowance to the Aſſignor, and the Coſts of a Chancery Suit to recover the Premiſſes, the Surplus to the Aſſignor.*

THIS Indenture made, *&c.* **Between** *T. N.* of, *&c.* one of the natural Heirs, and one of the Deviſees named in the laſt Will and Teſtament of *H. N.* late of, *&c.* Eſq; his late Father, deceaſed, of the one Part, and *H. W.* of, *&c.* and *H. T.* of, *&c.* of the other Part. **Whereas** the ſaid *H. N.* being ſeiſed in Fee-ſimple of a conſiderable real Eſtate of the Value of 2500 *l. per Ann.* or thereabouts, and of a great perſonal Eſtate to the Value of 50000 *l.* and upwards, did on or about the, *&c.* (being then of ſound and perfect Mind, Memory and Underſtanding,) make, publiſh and duly execute his laſt Will and Teſtament in Writing, whereby he the ſaid *H. N.* did (among other Things) give and deviſe (after his Debts and Funeral Expences were firſt paid) unto *L. N.* eldeſt Daughter of *J. N.* deceaſed, the yearly Rent or Sum of 400 *l.* as long as ſhe continued ſole and unmarried; then and after her Marriage, the yearly Rent or Sum of 150 *l.* for and during the Term of her natural Life, to be iſſuing and payable out of all his the Teſtator's real and perſonal Eſtate, and to be paid half-yearly by equal Proportions; and he the ſaid Teſtator did give to her the ſaid *L. N.* the ſeveral Sums of 100 *l.* and 500 *l.* payable in Manner as therein mentioned; and alſo the Uſe of all his Plate, Houſhold Goods and Linen, during the Time ſhe continued ſole and unmarried; and he the ſaid Teſtator did hereby give, deviſe and bequeath, all that real and perſonal Eſtate, ſubject to the ſeveral Charges, for and on Account of the ſaid Legacies, unto the ſaid *L. N. H. N.* his eldeſt Son, *W. P. W.* Eſq; *G. N.* (who died in the Life-time of the ſaid Teſtator) and *G. N.* (who departed this Life ſince the ſaid Teſtator), their Heirs, Executors and Adminiſtrators reſpectively, in Truſt and Confidence, that all his Debts, Funeral Expences and Money Legacies ſhould be thereout paid and ſatisfied; and after Payment thereof, that by and out of the ſaid Teſtator's remaining Eſtate there be ſet apart or purchaſed ſeveral Eſtates in Lands of Inheritance in Fee-ſimple of the yearly Value of 525 *l.* and another of the yearly Value of 500 *l.* and the third of the yearly Value of 200 *l* and that the Eſtate of 525 *l. per Ann.* ſhould be ſettled upon his natural Son the ſaid *H. N.* for his Life; Remainder to Truſtees and their Heirs, during the Life of the ſame *H N.* to preſerve the contingent Eſtate therein after mentioned, in ſuch Manner as herein expreſſed; and from and after his Deceaſe, to the Uſe of the firſt and other Sons of the ſame *H. N.* lawfully to be begotten, and the Heirs Male of the Body and Bodies of ſuch firſt and every other Sons reſpectively, ſeverally and ſucceſſively one after another according to their Seniority; and for Default of ſuch Iſſue, to the Uſe of the ſaid Teſtator's ſecond Son, the ſaid *T. N.* Party thereto, for his Life, with Remainder to Truſtees to preſerve the contingent Uſes therein after limited, in ſuch Manner as herein mentioned; and from and after his Deceaſe, to the Uſe of the firſt and every other Sons of the ſaid *T. N.* lawfully to be begotten, and the Heirs Male of the Body and Bodies of ſuch firſt and every other Sons reſpectively, ſeverally and ſucceſſively one after another, according to their, *&c.* with Remainder to the ſame Teſtator's Son *H. N.* for his Life, with Remainder to Truſtees for the Life of the Son *H. N.* with Remainder to the ſeveral Sons of the ſame *H. N.* lawfully to be begotten in Tail Male ſucceſſively, with Remainder over in Default of Iſſue Male of the ſaid Teſtator's Son *H.* and *T.* in like Manner as are therein before limited touching the ſaid Eſtate of 525 *l. per Ann.* and as to the Moiety of the ſaid 200 *l. per Ann.* to his the ſaid Teſtator's Son *T. N.* for Life, with Remainder to Truſtees during the Life of the ſaid *T. N.* with Remainder to the Sons of the ſaid *T.* in Tail Male ſucceſſively, Remainder to his the ſaid Teſtator's Son *H. N.* for his Life, with Remainder to Truſtees during his Life, with Remainder to the Sons of the ſame *H. N.* in Tail Male ſucceſſively, with other Remainders over for Default of Iſſue Male of his the ſaid Teſtator's Sons *T.* and *H.* in like Manner as before are limited touching the firſt before mentioned Moiety of the ſaid 200 *l. per Ann.* *And* the ſaid Teſtator did hereby Will, that until ſuch Settlements be made as aforeſaid, there ſhould be paid to each of his two Sons and Daughter for their Maintenance out of the ſaid Eſtate yearly by half-yearly Payments, *viz.* to his ſaid Son *H.* 200 *l.* and to his ſaid Daughter *D.* 100 *l.* and the ſaid *H. N.* the Teſtator, did hereby give to his ſaid Daughter *D.* 500 *l.* to the ſaid *G. N.* his Nephew *H. N.'s* Will. Recitals, *viz.*

1000*l.* and to each of his other two Nephews *G.* and *A.* therein named, 500*l.* a-piece, and to his Niece *D.* 500*l.* and to his Couſin *E.N.* 100 Guineas, which laſt Legacies he willed to be paid after his Debts, Funeral Expences, and the 100*l.* and 500*l.* aforeſaid given to the ſaid *L.N.N.* and after the ſaid Settlement ſhould be made, but willed that his ſaid three Nephews ſhould have Intereſt for their reſpective Legacies after the Rate of 4*l. per Cent. per Annum*, by half-yearly Payments and equal Proportions until Payment of their reſpective Legacies; and the ſaid Teſtator thereby gave unto Mrs. *U.G.* 500 Guineas, to be paid her as aforeſaid with Intereſt, till the Settlement ſhould be made, and alſo gave unto Mrs. *S.N.* 26*l. per Annum*, to be paid her during her natural Life, iſſuing out of the Profits of the ſaid ſettled Eſtates, and alſo gave unto *A.S.* Widow, the yearly Annuity of 52*l.* during her Life, to be paid her out of the Profits iſſuing from the ſaid ſettled Eſtates, and the ſaid Teſtator did thereby make and appoint the ſaid *L.N.* *H.N.* his Son, *W.P.W.* *G.N.* and *H.N.* Executors of his ſaid Will, and gave to each of them 100*l.* a-piece, and all the Reſt and Reſidue of his real and perſonal Eſtates he gave and deviſed unto his ſaid two Sons *H.N.* and *T.N.* their Heirs, Executors and Adminſtrators reſpectively, equally to be divided betwixt them Share and Share alike; and it was his further Will, that after Payment of his Debts, Funeral Expences and the Settlement made in Manner as aforeſaid, then the Truſt and Executorſhip which he had made and appointed as aforeſaid, ſhould from thenceforth ceaſe and determine, and then appointed his ſaid two Sons *H.* and *T.N.* to be Executors only of his laſt Will and Teſtament:

Codicil.

And whereas the ſaid *H.N.* the Teſtator did ſometime afterwards make a Memorandum by way of Codicil (all of his own Hand-writing) to his ſaid Will, by which Codicil he gave unto his eldeſt Son the ſaid *H.N.* the yearly Sum of 200*l.* more than his the ſaid Teſtator's Son *T.* had allotted him by his ſaid Will:

As to one of Truſtees and Executors dying before the Teſtator.

And whereas the ſaid *G.N.* one of the Truſtees and Executors appointed by the ſaid Will, died in the Life-time of the ſaid Teſtator *H.N.*

As to the Teſtator's Death.

And whereas the ſaid *H.N.* the Teſtator died on or about the 18th of *February*, *&c.* without revoking or altering his ſaid Will or Codicil, or either of them, or any Part thereof:

As to another of the Truſtees Death ſince Teſtator.

And whereas the ſaid *G.N.* another of the Truſtees and Executors appointed by the ſaid Will, died ſince the Death of the ſaid *H.N.* the Teſtator, by which Deaths of the ſaid *G.N.* and *H.N.* the whole Eſtate ſo deviſed as aforeſaid by the ſaid *H.N.* the Teſtator, is by Right of Survivorſhip become veſted in the ſaid *L.N.* *H.N.* the —— and *W.P.W.* *Neverthelеſs* to, for and upon the ſeveral Truſts, Intents and Purpoſes mentioned, granted and declared, in and by the ſaid laſt Will and Codicil of the ſaid *H.N.* the Teſtator:

As to the Proving of the Will by Mrs. *L.N.* and *H.N.* the Son.

And whereas ſome Time after the Death of the ſaid *H.N.* the Teſtator, the ſaid *L.N.* the ſaid *H.N.* the Son of the ſaid *W.P.W.* declining to be concerned therein, did prove the ſaid Will and Codicil of the ſaid *H.N.* the Teſtator, in common Form in the Prerogative Court of *Canterbury*; and he the ſaid *H.N.* the Son hath ever ſince only acted in the Execution thereof; his Mother the ſaid *L.N. alias N.* having not thought fit to act, or declined to intermeddle therewith;

As to what Mr. *T.N.* was intitled to by ſuch Will.

By virtue of which ſaid Will of the ſaid *H.N.* the Teſtator, (after Payment of his the ſaid Teſtator's Debts and Funeral Expences, and ſubject to the Payment of the ſaid yearly Sum of 400*l.* and 150*l. per Annum*, unto the ſaid *L.N. alias N.* in the Manner and upon the Condition aforeſaid, alſo ſubject to the ſaid ſeveral Settlements of 525*l.* 500*l.* and 200*l. per Ann.* by the ſaid Will directed to be made of Lands, and ſettled on them the ſaid *H.N.* the Son, *T.N.* and *D.N.* in Manner as aforeſaid, and of the ſaid yearly Sums of 200*l.* 200*l.* and 100*l.* ſo reſpectively payable to them until ſuch Settlements ſo made in Manner as aforeſaid, and alſo ſubject to the Payment of the ſaid ſeveral other Monies, Legacies and Annuities by the ſaid Will given, charged and payable out of his the ſaid Teſtator's Eſtate as aforeſaid, and alſo of the ſaid Sum of 200*l. per Annum*, payable thereon to the ſaid *H.N.* the Son, more than what is thereby allotted to the ſaid *T.H.* according to the ſaid Codicil as aforeſaid), he the ſaid *T.N.* as one of the two Reſiduary Legatees, named and appointed in and by the ſaid Will, became and was and is intitled to one Moiety or Half-Part of all the real and perſonal Eſtates which the ſaid *H.N.* the Teſtator, his late Father, died ſeiſed or poſſeſſed of, or any ways intitled unto, which amounted to the Value of ——*l.* or thereabouts:

As to the Conveyance and Aſſignment from Mr. *T.N.* to his Brother Mr. *H.N.*

And whereas by Indenture of Leaſe and Releaſe, the Releaſe being inrolled in the High Court of Chancery, bearing Date reſpectively the 7th and 8th Days of *October*, *&c.* and made or mentioned to be made between the ſaid *T.N.* of the one Part, and the ſaid *H.N.* his Brother, of the other Part, (thereby reciting in Part the herein before recited laſt Will and Teſtament and Codicil of the ſaid *H.N.* the Teſtator, and further reciting (amongſt other Things) that the ſaid *H.N.* the Son, (at the Requeſt and Deſire of the ſaid *T.N.*) had come to an Agreement with the ſaid *T.N.* not only for the abſolute Purchaſe of all his the ſaid *T.N.*'s Share of the Reſiduum of the real and perſonal Eſtates of the ſaid *N.H.* the Teſtator, but alſo for the Purchaſe of all the Right and Intereſt deviſed and bequeathed to or in Truſt for him the ſaid *T.N.* of, in, to or out of the ſaid ſeveral Eſtates of 525*l. per Ann.* and 500*l. per Ann.* and 200*l. per Ann.* appointed or directed

directed in and by the said Will to be settled as therein mentioned, and of, in and to the Rents, Issues and Profits thereof, accrued and grown due, or to accrue and grow due to the said *T. N.* by virtue of the said Will, and likewise for the Purchase of all Sum and Sums of Money due or to grow due, and devised, willed or given as aforesaid, unto the said *T. N.* for his Maintenance and Education until such Estate should be settled as aforesaid; and in Consideration thereof, the said *H. N.* the Son, had not only agreed to release and discharge the said *T. N.* his Heirs, Executors and Administrators, of the Sum of 2000*l.* which the said *T. N.* owes to the said *H. N.* the Son, but also to secure to the said *H. N.* the further Sum of 5000*l.*) *It is witnessed*, That as well for and in Consideration of the said Sum of 2000 *l.* due and owing from the said *T. N.* to the said *H. N.* the Son, and whereof the same *H. N.* did thereby release the said *T. N.* his Heirs, Executors and Administrators, as also for and in Consideration of the said Sum of 5000*l.* so secured to be paid to the said *T. N.* by the said *H. N.* the Son, the said *T. N.* did hereby grant and release unto the said *H. N.* the Son, and to his Heirs, all the Residue of the real Estate of the said *H. N.* the Testator, and every Part and Parcel thereof, which by the said Will was devised and bequested to the said *H. N.* and *T. N* their Heirs, Executors and Administrators so to be divided as aforesaid; and which in consequence of such Division should or ought to belong to the said *T. N.* by virtue of or under the said Will, or otherwise howsoever, with their and every of their Appurtenances; *To hold* the same Premisses with the Appurtenances unto and to the Use of the said *H. N.* the Son, his Heirs and Assigns; *And* for the Considerations aforesaid, the said *T. N. Did* thereby assign all, and transfer to the said *H. N.* the Son, his Heirs, Executors and Administrators, the Residue of the personal Estate of the said *H. N.* the Testator, and every Part and Parcel thereof, which in and by the said Will was devised and bequeathed to the said *H. N.* the Son, and *T. N.* their Heirs, Executors and Administrators; *To hold* the same Premisses next therein before assigned with their Appurtenances, unto the said *H. N.* the Son, his Heirs, Executors and Administrators; *And* for the Considerations aforesaid, the said *T. N. Did* thereby assign and transfer unto the said *H. N.* the Son, *All* the yearly and other Sum and Sums of Money whatsoever, due and to grow due by virtue or under the said Will, to the said *T. N.* for his Maintenance and Education as aforesaid; *To hold* the same yearly, and other Sum and Sums of Money and Premisses unto the said *H. N.* the Son, his Executors, Administrators and Assigns, as in and by the said before in Part recited Will and Codicil and Indenture of Lease and Release, Relation, *&c.* **And whereas** although the said *H. N.* by virtue of the said recited Indentures of Lease and Release hath thereby obtained a Release and Assignment of all his the said *T. N.*'s Moiety of and in all the real and personal Estates late of the said *H. N.* the Testator, so by him devised in Manner and subject as herein before mentioned, whereby he the said *T. N.* in Consideration of the said Sum of 2000*l.* therein mentioned to be due to him the said *H. N.* from the said *T. N.* and of the said Sum of 5000*l.* therein mentioned to be by him the said *H. N.* secured to be paid to his Brother the said *T. N.* as aforesaid, hath released and assigned unto the said *H. N.* his Brother, the said 500*l. per Annum*, by the said Will directed to be laid out in Lands, and settled on him the said *T. N.* for his Life, and afterwards to his Issue Male with other Remainders over as aforesaid, and of the said Sum of 200*l. per Ann.* thereby payable to him for his Maintenance until such Settlement made, and also of his Moiety of and in the said Sum of 400 *l. per Ann.* payable after the Death of his Mother the said *L. N. alias N.* and of his Estate for Life of and in the said several Estates of 525*l.* and 200*l. per Ann.* by the said Will directed to be laid out in the Purchase of Lands and settled on his said Brother *H. N.* and the said *D.* his —— in case of their respective Deaths without leaving Issue Male, and that he the said *T. N.* shall them survive, in Manner as in the said Will are mentioned and limited, and also of his the said *T. N.*'s Moiety of and in the Residue of the real and Personal Estates so devised as aforesaid; and in regard that the said Conveyance and Assignment so made by the said *T. N.* to his said Brother *H. N.* was by him so made on Account of the same *H. N.*'s lessening and false representing the Value of the real and personal Estates then of the said *H. N.* the Testator, to him the said *T. N.* at the Time of making the Assignment for such Conveyance, he the said *T. N.* being then unacquainted with the Value of the said Estates; *And also* that in regard that the said *T. N.* on the Day of the Date thereof had received more than the Sum of 500*l.* out of the said Sum of 5000*l.* Consideration Money, so mentioned to be secured to be paid to him by his said Brother, as aforesaid, which 500 *l.* was paid to him at the Time of the executing the said Conveyance, and the 4500*l.* Residue thereof, is secured to him by several Bonds entered into by the said *H. N.* and since delivered up to his said Brother *H. N.* by the said *T. N.* without any Consideration for the same; and as to the 2000*l.* mentioned in the said Release as a Debt due from the said *T. N.* to his Brother the said *H. N.* 400 Guineas, Part thereof was by him won of the said *T. N.* at gaming, for which he gave him his Note, which Note was, upon his the said *T. N.*'s executing the said Conveyance, delivered

Release of his Moiety of the real Estate.

Assignment of his Moiety of the personal Estate.

Assignment of his Maintenance.

Although *H. N.* the Son, by said Deeds has obtained *T. N.*'s Moiety in the real and personal Estate, subject, *&c.*

It was by lessening the Estates.

By gaming.

delivered up to him by the ſaid *H. N.* his Brother; and as to 1000*l.* more thereof, the ſame was charged without a valuable Conſideration, and if the ſaid whole Sum of 7000*l.* had been actually paid, yet the ſame is not near a third Part of the Value of his the ſaid *T. N.*'s Moiety of and in the ſaid real and perſonal Eſtates ſo by him conveyed and aſſigned to his Brother the ſaid *H. N.* as aforeſaid; **Therefore** it is by Counſel adviſed, that the ſaid Conveyance is not good, the ſame being obtained by Fraud and Colluſion, and for which Reaſon it is preſumed and believed the ſame will be by a Court of Equity made void and ſet aſide; and for that Purpoſe a Bill is forthwith intended to be exhibited into the High Court of Chancery in the Name of the ſaid *T. N.* againſt him the ſaid *H. N.* and other proper Perſons, by them the ſaid *H.W.* and *B.T.* for the recovering the Moiety or a Share of him the ſaid *T. N.* of and in the ſaid real and perſonal Eſtates ſo by him conveyed and aſſigned as aforeſaid: **And whereas** the ſaid *T. N.* not having Monies of his own to pay the Charges of exhibiting the ſaid intended Bill, and for carrying on the Cauſe attending ſuch Bill, and other Proceedings thereon during the Space of two Years from hence next enſuing, or until a Decree of the ſaid Court made therein for the recovering the ſaid Premiſſes, hath deſired of them the ſaid *H.W.* and *H.T.* to advance Monies for that Purpoſe, and alſo in the mean Time to pay him the ſaid *T. N.* weekly one Guinea for his Support and Maintenance; **And** as a Security for Repayment as well of the ſaid one Guinea weekly to be paid him for Maintenance, as alſo of all and every the Sum and Sums of Money and Charges whatſoever, which ſhall be by them the ſaid *H.W.* and *H.T.* or either of them diſburſed, paid, expended or ſuſtained touching the carrying on and managing the ſaid Cauſe, hath propoſed and agreed that the ſame Monies, together with Intereſt for the ſame, ſhall be paid out of the ſaid Premiſſes, and all and ſingular the ſaid Premiſſes as ſhall be ſo recovered, ſhall be ſubject to and charged and liable with Payment thereof, in ſuch Manner as herein after is in that Behalf mentioned and expreſſed; *In Conſideration* thereof, they the ſaid *H.W.* and *H.T.* at the ſpecial Inſtance and Requeſt of the ſaid *T. N.* (teſtified by his being a Party to and executing hereof) *Have* agreed out of their own proper Monies, Share and Share alike, to advance and pay to him the ſaid *T. N.* one Guinea weekly, and alſo all Charges in exhibiting the ſaid Bill, and for carrying on the ſaid Cauſe during the Time and in Manner as aforeſaid: **Now this Indenture witneſſeth**, That in Purſuance of the ſaid recited Agreement, and in Conſideration of the ſaid one Guinea to be weekly advanced, and in equal Proportions, by them the ſaid *H.W.* and *H.T.* from henceforth paid to the ſaid *T. N.* for his Support as aforeſaid, and of their Payment by like Proportions of all ſuch Sums of Money as ſhall be neceſſary for the Exhibiting the ſaid Bill, and carrying on and managing the ſaid intended Cauſe during the ſaid Space of two Years, or until ſuch Decree made therein as aforeſaid, (the ſame to be at the Election of them the ſaid *H.W.* and *H.T.*) and to the End and to the Intent to ſecure Repayment unto them the ſaid *H.W.* and *H.T.* of all and every the Sum and Sums of Money by them ſo advanced and paid for the Purpoſes aforeſaid, together with Intereſt for the ſame until Repayment thereof, in ſuch Manner as herein after mentioned, and for divers other good Cauſes and Conſiderations him hereunto eſpecially moving, **He** the ſaid *T. N.* **hath**, and by theſe Preſents (as far as in him lies, or he can or may) **Doth** fully, freely, clearly and abſolutely grant, bargain, ſell, releaſe, remiſe, aſſign, transfer and ſet over unto them the ſaid *H.W.* and *H.T.* **As well all** ſuch Part or Parts of the real Eſtate, **As alſo all** ſuch Part or Parts of the perſonal Eſtate late of the ſaid *H. N.* deceaſed, (Father of the ſaid *T. N.*) **As likewiſe all** and every Sum and Sums of Money, and all other Profits and Advantage whatſoever, which ſhall or may by virtue of the ſaid intended, or any other Suit or Cauſe in Chancery, or otherwiſe, be ordered or decreed, obtained, recovered and received, to or for the Uſe and Benefit of him the ſaid *T. N.* of and from his Brother the ſaid *H. N.* or any other Perſon or Perſons whomſoever, by virtue of his ſaid Father's Will, or otherwiſe howſoever; and all the Right, Intereſt, Property, Claim and Demand whatſoever, both at Law and in Equity of him the ſaid *T. N.* or any Perſon or Perſons in Truſt for him, of, in, to or out of the ſaid hereby granted and aſſigned Premiſſes, and every Part and Parcel thereof; **To have and to hold**, receive, take and enjoy all and ſingular the herein before mentioned and intended to be hereby granted, releaſed and aſſigned Eſtates, Monies and other the Premiſſes, unto and to and for the only Uſe and Benefit of them the ſaid *H.W.* and *H.T.* their Executors, Adminiſtrators and Aſſigns, and that in as large, ample and beneficial Manner to all Intents and Purpoſes whatſoever, as he the ſaid *T. N.* could or might have had, recovered, received or enjoyed the ſame in caſe theſe Preſents had not been made; **Nevertheleſs** to and for the ſeveral Ends, Intents and Purpoſes, and upon the Truſts herein after mentioned and expreſſed of and concerning the ſame, *viz.* To the End, Intent and Purpoſe, that it ſhall and may be lawful to and for them the ſaid *H.W.* and *H.T.* ſeverally, and for their reſpective Executors, Adminiſtrators and Aſſigns, **In the firſt Place**, by and out of the ſaid hereby granted and aſſigned Premiſſes, when and as ſoon as the ſame, or any Part thereof, ſhall be

The whole an Under Value

Advice of Counſel.

A Bill to be filed.

T. N. unable to pay the Charges of Suit, therefore deſires *H. W.* and *H. T.* to advance the ſame, *&c.* and to allow him a Maintenance.

And propoſes a Repayment, *&c.* out of Premiſſes to be recovered.

Conſideration.

Grant and Aſſignment.

Habendum.

Upon Truſt,

to retain the weekly Allowance,

ordered, decreed, recovered and received as aforeſaid, to deduct and retain to their reſpective Uſe and Benefit, as well the ſaid one Guinea or the Sum of 21 *s. per* Week, ſo agreed to be by them paid to the ſaid *T. N.* for his preſent Support and Maintenance as aforeſaid, **As** and Charges **alſo all** and every ſuch other Sum and Sums of Money as ſhall be by them advanced and of Suit. paid on Account of, or on the Behalf of the ſaid *T. N.* for his exhibiting the ſaid Bill, and for all Fees to Counſel, Clerks in Court, Solicitors, and all other Charges whatſoever, touching the carrying on and managing the ſame ſaid intended Cauſe, or any other Suit or Cauſe which ſhall be by them brought or commenced againſt the ſaid *H. N.* his Brother, or any other Perſons for recovering of the ſame Premiſſes, Part thereof, as likewiſe of all other Coſts, Charges, Damages and Expences, which they the ſaid *H. W.* and *H. T.* their Heirs, Executors or Adminiſtrators, ſhall or may pay, expend, ſuſtain or be put unto, for or by Reaſon of their, any or either of their Names being made uſe of in the ſaid intended, or any other Cauſe or Suit as aforeſaid, or of the Truſt hereby in them repoſed, or any other Matter or Thing touching or concerning the ſame, together with all Intereſt for all and every the ſaid ſeveral Sums of Money which ſhall be by them ſo paid, expended and diſburſed for the Purpoſe aforeſaid, at and after the Rate of 5 *l. per Cent. per Ann.* and from the reſpective Times of paying, expending and diſburſing the ſame, until ſuch Time as the ſame ſhall be fully repaid and ſatisfied; **And** from and after full Payment and Satisfaction of all and every ſuch Sums of Money, Intereſt, Expences and Damages, in Manner as aforeſaid, and ſubject thereunto, then to the further Uſes, Intents and Purpoſes, and upon this ſpecial Truſt, that they the ſaid *H. W.* and *H. T.* the Survivor of them, his Executors, Adminiſtrators or Aſſigns, (at the Coſts and Charges of the ſaid *T. N.* his Executors, Adminiſtrators or Aſſigns) ſhall and do transfer, aſſign and pay all the Reſidue of the ſaid hereby granted and aſſigned Monies and Premiſſes which ſhall be ſo ordered, decreed, recovered, or otherwiſe obtained, when and as the ſame ſhall be ſo recovered and received, to and for the only Uſe and Benefit of the ſaid *T. N.* his Heirs, Executors, Adminiſtrators and Aſſigns, and to and for no other Uſe, Truſt, End, Intent or Purpoſe whatſoever. **And** for the better and more effectual Letter of Attorney. enabling them the ſaid *H. W.* and *H. T.* their Executors, Adminiſtrators and Aſſigns, to recover and receive all and ſingular the ſaid herein before granted and aſſigned Premiſſes (nevertheleſs to, for and upon the Ends, Intents and Purpoſes, and upon the Truſt, and ſubject in Manner as aforeſaid) **He** the ſaid *T. N.* **hath**, and by theſe Preſents **doth** conſtitute, *&c.* the ſaid *H. W.* and *H. T.* jointly and ſeverally, their, *&c.* the true and lawful Attorney, *&c.* of him the ſaid *T. N.* in his or their Names, or in the Names of them the ſaid *H. W.* and *H. T.* or in the Name or Names of ſome or one of them, as Counſel ſhould adviſe, forthwith to exhibit the ſaid Bill in the ſaid Court of Chancery, and to carry on and manage the ſaid intended Cauſe, or any other Suit or Cauſe in the ſaid Court, or elſewhere, and to proſecute the ſame to Effect againſt the ſaid *H. N.* (Brother of the ſaid *T. N.*) and all other Perſons whomſoever whom it may concern, for the obtaining and recovering of all and ſingular the herein before granted and aſſigned Premiſſes, in ſuch Manner as they the ſaid *H. W.* and *H. T.* or their Aſſigns, ſhall be adviſed and think fit, and upon recovering and receiving thereof, or of any Part thereof, by virtue of any Order or Decree, or otherwiſe, proper and ſufficient Releaſe or other Diſcharge to give for the ſame; and alſo to do all and every ſuch other, *&c.* for the recovering and receiving, as alſo for the releaſing, aſſigning and diſcharging of all and ſingular the ſaid hereby granted and aſſigned Premiſſes, and all that as fully and effectually, *&c.* And finally, he the ſaid *T. N.* doth hereby give, *&c.* nevertheleſs to, for and upon the ſeveral Ends, *&c.* **And** the ſaid *T. N.* for himſelf, *&c.* doth hereby covenant, *&c.* (*Done no Act to revoke*), other than and except as before appears in and by theſe Preſents) nor ſhall or will at any Time hereafter do, *&c.* **And alſo** that he the ſaid *T. N.* his, *&c.* ſhall not, nor will at any Time (without the Conſent, *&c.*) releaſe or diſcharge any Part of the ſaid hereby granted and aſſigned Premiſſes, nor revoke or make void the above mentioned Letter of Attorney, or any Power or Authority given, nor ſhall or will at any Time (without ſuch Conſent as aforeſaid) releaſe, diſcharge, diſcontinue, or do any other Act whatſoever whereby to prevent, ſtop or hinder any Proceedings whatſoever which ſhall or may be commenced or brought in the ſaid Court of Chancery, or elſewhere, for the recovering of the ſaid hereby granted and aſſigned Premiſſes, or any Part thereof, until ſuch Time as full Payment ſhall be made to them the ſaid *H. W.* and *H. T.* their Executors, Adminiſtrators and Aſſigns, of the ſaid ſeveral Sums of Money to be by them reſpectively advanced and paid for the Purpoſe aforeſaid, together with all Intereſt, Coſts, Charges and Damages touching the recovering and receiving the ſame in Manner as aforeſaid. **And further**, that he the ſaid *T. N.* Further Aſſurance. his, *&c.* ſhall and will at any Time (until ſuch Time as full Payment be made to the ſaid *H. W.* and *H. T.* their, *&c.* of all and every ſuch Sums of Money ſo to be by them paid and advanced as aforeſaid) at the Requeſt of them the ſaid *H. W.* and *H. T.* their Executors and Aſſigns, make, do and execute, or cauſe or procure to be made, done and executed, any

further and other lawful and reaſonable Acts and Things in Law whatſoever, as well for the corroborating and ſtrengthening of theſe Preſents, as alſo for the further and better granting and aſſigning of all and ſingular the hereby granted and aſſigned Premiſſes unto them the ſaid *H.W.* and *H.T.* their Executors or Adminiſtrators; nevertheleſs to, for and upon the ſeveral Ends, Intents and Purpoſes, and upon the Truſt, and ſubject in ſuch Manner as is herein before mentioned and expreſſed of and concerning the ſame, as by them the ſaid *H.W.* and *H.T.* their Executors and Aſſigns, or their Counſel learned in the Law, ſhall be reaſonably adviſed or required. **In Witneſs**, &c.

XVIII. Of Exchequer Orders and Tallies.

An Aſſignment of three Exchequer Orders as a Collateral Security for the Payment of Money on Days certain on two Bonds.

THIS Indenture Tripartite, made, *&c.* **Between** Sir *F.S.* Bart. of, *&c.* of the firſt Part, the Right Honourable Sir *S.D.* Knt. Lord Mayor of the City of *London*, of the ſecond Part, and Sir *F.D.* of *London*, Knt. of the third Part. **Whereas** in and by one Bond or Obligation bearing even Date with theſe Preſents, the ſaid Sir *F.D.* ſtands bound unto the ſaid Sir *F.S.* in the penal Sum of 6000*l.* conditioned for the Payment of the Sum of 3000*l.* of, *&c.* unto the ſaid Sir *F.S.* his, *&c.* upon the, *&c.* **And** in and by one other Bond or Obligation alſo bearing even Date with theſe Preſents, the ſaid Sir *F.D.* ſtands alſo bound unto the ſaid Sir *F.S.* in the like penal Sum of 6000*l.* conditioned for the Payment of the Sum of 3000*l.* of, *&c.* unto the ſaid Sir *F.S.* his, *&c.* upon the, *&c.* **And whereas** by three ſeveral Orders ſeverally dated, *&c.* and ſeverally ſigned by the Lord *G.* Sir *S.F.* Knt. and *J.S.* Eſq; then three of his ſaid then Majeſty's Lords Commiſſioners of his Treaſury, for Payment of three ſeveral Sums of 2000*l.* 2000*l.* and 2000*l.* unto *R.* Earl *R.* or his Aſſigns, in Repayment of the like ſeveral Sums by him lent unto his ſaid then Majeſty, upon the Credit of the Exchequer, by virtue of a then late Act of Parliament, intitled, An Act for granting, *&c.* for carrying on the War againſt *France*, as by three ſeveral Tallies, ſeverally bearing Date the ſame Day, appear, together with Intereſt for the ſame after the Rate of 7*l.* *per Cent. per Ann.* until Repayment of the Principal, which ſaid three ſeveral Orders are ſeverally numbered, regiſtered and payable as followeth, that is to ſay, One numbered 554, regiſtered and payable after 346902*l.* 5*s.* 6*d.* another numbered 555, and regiſtered and payable after 348902*l.* 5*s.* 6*d.* and the other numbered 556. and regiſtered and payable after 350902*l.* 5*s.* 6*d.* and all Intereſt due upon the three ſeveral Orders to the fifth Day of *September* laſt paſt before the Date hereof hath been paid and diſcharged, as by the ſaid three ſeveral Orders and Tallies, Relation being thereunto had, more fully may appear: **And whereas** by three ſeveral Indorſements reſpectively made upon the ſaid three ſeveral Orders, the ſaid *R.* Earl *R.* *Hath* aſſigned and transferred all his Right, Title and Intereſt of the ſame three ſeveral Orders, unto the ſaid Sir *S.D.* **Now this Indenture witneſſeth**, that the ſaid Sir *S.D.* doth by theſe Preſents acknowledge and declare, that his Name was uſed in the ſaid three ſeveral Indorſements, in Truſt only for the ſaid Sir *F.D.* his Executors and Adminiſtrators; and that the Monies paid to the ſaid *R.* Earl of *R.* upon his aſſigning the ſaid Orders to the ſaid Sir *S.D.* as aforeſaid, were the proper Monies of the ſaid Sir *F.D.* and paid by him to the ſaid Earl: **And this Indenture further witneſſeth**, that the ſaid Sir *F.D.* **Hath** aſſigned and delivered the three ſeveral Orders and the three Tallies in the ſame Orders reſpectively mentioned, unto the ſaid Sir *F.D.* to the Intent and Purpoſe that the ſame Orders and Tallies ſhall remain and be kept in the Hands and Poſſeſſion of the ſaid Sir *F.S.* his Executors or Adminiſtrators, as and for a Pledge and Security for the true Payment of the ſaid two ſeveral Sums of 3000*l.* and 3000*l.* unto the ſaid Sir *F.S.* his Executors, Adminiſtrators or Aſſigns, upon the ſaid three ſeveral Days of Payment thereof, according to the ſeveral Conditions of the ſaid recited Bonds, with full Liberty and Authority for the ſaid Sir *F.S.* his Executors or Adminiſtrators, to ſell or diſpoſe of the ſaid Orders and Tallies in caſe the ſaid two ſeveral Sums of 3000*l.* and 3000*l.* ſhall not be paid according to the Conditions of the ſaid Bond, and by and with the Monies ariſing by ſuch Sale and Diſpoſition to ſatisfy him or themſelves ſo much of the ſaid two ſeveral Sums of 3000*l.* and 3000*l.* as ſhall be unpaid according to the Conditions of the ſaid Bonds; he and they paying the Overplus to the ſaid Sir *F.D.* his Executors or Adminiſtrators. **And this Indenture alſo further witneſſeth**, that the ſaid Sir *F.S.* for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant and agree to and with the ſaid Sir *F.D.* his Executors and Adminiſtrators, by theſe Preſents, in Manner following, that is to ſay, That he the ſaid Sir *F.S.* his Executors or Adminiſtrators (in caſe the ſaid Sum of 3000*l.* mentioned in the Condition of the ſaid firſt recited Bond,

Recitals. A Bond from Sir *F.D.* to Sir *F.S.* Another.

Three Exchequer Orders to *R.* Earl of *R.*

Indorſed to Sir *S.D.* who declares them in Truſt for Sir *F.D.*

Sir *F.D.* aſſigns the Orders to Sir *F.S.* as a Pledge for ſecuring the Payment of the Bonds.

Sir *F.S.* covenants that on Payment of the firſt Bond he will deliver up one of the Orders,

ſhall be paid unto him or them upon the ſaid Day in the ſame Condition mentioned for Payment thereof) ſhall and will upon ſuch Payment deliver into the Hands of the ſaid Sir *F. D.* or of his Executors or Adminiſtrators, the ſaid Order, numbered 554, undefaced, (inevitable Accidents excepted); **And alſo,** that he the ſaid Sir *F. S.* his Executors or Adminiſtrators, (in caſe the ſaid Sum of 3000*l.* mentioned in the Condition of the ſaid laſt recited Bond, ſhall be paid unto him or them upon the ſaid Day in the ſame Condition mentioned for Payment thereof) ſhall and will upon ſuch Payment deliver into the Hands of the ſaid Sir *F. D.* or of his Executors or Adminiſtrators, the ſaid two Orders, ſeverally numbered 555 and 556 as aforeſaid, undefaced, (inevitable Accidents alſo excepted). **And further,** that he the ſaid Sir *F. S.* his Executors and Adminiſtrators, until Default ſhall be made of or in Payment of the ſaid ſeveral Sums of 3000*l.* and 3000*l.* or of one of them, or of ſome Part thereof, contrary to the true Meaning of the ſeveral Conditions of the ſaid ſeveral Bonds, ſhall and will from Time to Time permit and ſuffer the ſaid Sir *F. D.* his Executors, Adminiſtrators and Aſſigns, to receive and take to his and their own Uſe the Intereſt of the ſaid three ſeveral Principal Sums of 2000*l.* 2000*l.* and 2000*l.* as the ſame Intereſt ſhall grow due and be payable; **And alſo,** that in order to ſuch Receipts of Intereſt, he the ſaid Sir *F. S.* his Executors and Adminiſtrators, ſhall and will, at the Requeſt of the ſaid Sir *F. D.* his Executors, Adminiſtrators or Aſſigns, from Time to Time cauſe the ſaid ſeveral Orders to be left at her Majeſty's Receipt of Exchequer, or elſewhere, for directing the Payment of the Intereſt of the ſaid Principal Sums mentioned in the ſaid Orders, as is uſual in ſuch Caſes. **In Witneſs,** &c.

and the other two on Payment of the ſecond Bond;

and permit Sir *F. D.* to receive Intereſt of the Order till Default of paying the Bond,

and produce the Orders for that Purpoſe.

Another Aſſignment of three Exchequer Orders for ſecuring the Payment of Money on a Day certain, purſuant to a Bond, (very ſhort.)

TO all, &c. *R. A.* of, *&c.* ſends Greeting. **Know ye,** that for better ſecuring of the Payment of the Sum of, *&c.* unto *W. H. &c.* on the, *&c.* according to the Condition of one Obligation under the Hand and Seal of the ſaid *R. A.* bearing Date with theſe Preſents, and in Conſideration of 5*s.* to the ſaid *R. A.* at or before the Sealing hereof, by the ſaid *W. H.* truly paid, whereof he acknowledges the Receipt, **He** the ſaid *R. A.* **Doth** hereby aſſign, ſet over and deliver unto the ſaid *W. H.* his, *&c.* to his and their own Uſe and Uſes, **Three** ſeveral Orders in her Majeſty's Exchequer, made to the ſaid *R. A.* by virtue of an Act paſſed, *&c.* of the ſeveral Numbers and Dates, and for the reſpective Principal Sums of Money payable with Intereſt after the Rate of 6*l. per Cent. per Ann.* herein after mentioned, *viz.* **One** N°, *&c.* together with the ſaid ſeveral Sums of Money mentioned in, and all other Monies due and to grow due by and upon the ſaid Orders, and every of them; **And all** the Eſtate, Right, Title, Intereſt, Claim and Demand of him the ſaid *R. A.* of, in and to the ſame; **Upon this Condition nevertheleſs,** that if the ſaid *R. A.* his, *&c.* ſhall truly pay or cauſe to be paid to the ſaid *W. H.* his, *&c.* the ſaid Sum of —— according to the Condition of the ſaid Obligation, then theſe Preſents are to be void and of none Effect; **And** the ſaid three Orders are to be re-delivered to the ſaid *R. A.* his, *&c.* any Thing aforeſaid to the contrary notwithſtanding. **In Witneſs,** &c.

An Aſſignment of ſeveral Tallies for ſeveral Sums paid into the Exchequer towards the Purchaſe of Annuities, purſuant to an Act of Parliament, ſubject to Forfeiture, as mentioned in the Act.

TO all Perſons, &c. *C. H.* of, *&c.* Gent. ſends Greeting. **Whereas** the ſaid *C. H.* in Purſuance of an Act of Parliament lately made for continuing the ſeveral Duties and Subſidies therein mentioned, and for ſettling and eſtabliſhing a Fund thereby, and otherwiſe, for Payment of Annuities, to be ſold for raiſing a further Supply to her Majeſty for the Service of the Year 1707, and other Uſes, hath paid into the Receipt of her Majeſty's Exchequer the eight ſeveral Sums of 200*l.* a-piece of lawful Money, being the firſt and ſecond Payments of the four ſeveral Sums of 800*l.* a-piece, towards the purchaſing four ſeveral Annuities or yearly Sums of 50*l.* a-piece, to be paid to the ſaid *C. H.* and his Aſſigns, for a Term of 99 Years in the ſaid Act mentioned, to be computed from the 25th of *March* 1707, as by four ſeveral Tallies dated the 27th Day of *March* aforeſaid, and by four other Tallies dated the —— Day of *July* inſtant, (Relation being thereunto had) may appear: **Now know ye,** that for and in Conſideration of a certain competent Sum of, *&c.* to the ſaid *C. H.* in Hand paid by the Right Honourable *J. F.* Eſq; at or before, *&c.* the Receipt whereof, *&c.* he the ſaid *C. H.* **Hath** bargained, ſold, aſſigned and ſet over, and by, *&c.* unto the ſaid

Payments of Money into the Exchequer towards Purchaſe of Annuities.

Conſideration.

Assignment. said *J. F.* his Executors, Administrators and Assigns, **The** said eight Tallies, and all the Estate, Right, Title, Interest, Term of Years, Property, Claim and Demand whatsoever, which he the said *C. H.* hath, or can, shall or may have, claim or demand of, in or to the said Tallies, and of, in and to the said four Annuities or yearly Sums of 50*l.* a-piece, and the other Tallies to be struck on Payment of the remaining Parts of the Purchase Monies of the said Annuities, and of, in and to the Orders to be made out in his Name for Payment thereof; *Habendum.* **To have and to hold** the said Tallies, and all other the said hereby assigned or intended to be hereby assigned Premisses, unto the said *J. F.* his Executors, Administrators and Assigns, from henceforth for and during all the Rest and Residue now to come and unexpired of the said Term of 99 Years; Subject to Forfeiture, &c. **Subject nevertheless** to such Forfeiture and Loss as the said Premisses are liable unto by the said Act of Parliament in case of Non-payment of the remaining Parts of the Purchase Monies of the said Annuities, according to the Direction of the said Act in that Behalf. Covenant to do any further Act, &c. **And** the said *C. H.* for himself, &c. doth covenant and agree to and with the said *J. F.* his, &c. by these Presents, that he the said *C. H.* his, &c. shall and will from Time to Time, and at all Times hereafter, upon the reasonable Request, and at the proper Costs and Charges of the said *J. F.* his, &c. (he or they paying the remaining Parts of the Purchase Monies of the said Annuities, according to the Direction of the said Act of Parliament in that Behalf) do, make and execute, or cause and procure to be made and executed, all and every further and other lawful and reasonable Act and Acts, Thing and Things, Assignment and Assignments in the Law whatsoever, for the further, better, more full and absolute assigning and confirming the said four several Annuities of 50*l.* a-piece, and the several Orders and Tallies made, and to be made out and struck in the Name of the said *C. H.* for Payment thereof, and every of them, unto the said *J. F.* his Executors, Administrators and Assigns, for and during all the Residue of the said Term of 99 Years to be then unexpired. **In Witness**, &c.

XIX. Of Executorship.

Assignment of an Executorship by an Executor to the Heir, with proper Covenants and an Indemnity of the Executor by Mortgage.

Parties. **This Indenture** made, &c. **Between** the Right Honourable *J.* Earl of *C.* Son and Heir of the Right Honourable *G.* late Earl of *C.* deceased, and Residuary Legatee of his last Will and Testament, of the one Part, and *J. W.* of *C.* Esq; sole Executor of the said last Will and Testament, of the other Part. Recital of Lease and Release, whereby Lands were conveyed to Uses; (*Int' al'*) to the Lady *K.* 200*l. per Ann.* if needful, for her Maintenance; **Whereas** by Indentures of Lease and Release, bearing Date the first and second Days of *May*, &c. made or mentioned to be made between the said late Earl of the one Part, and Sir *W. L.* then of, &c. Bart. and *W. S.* then of *L.* Esq; of the other Part, the said late Earl *Did* for the Considerations therein mentioned, grant and convey all Messuages, &c. then of him the said late Earl, situate, &c. with their and every of their Appurtenances, and all that the Moiety of the Manor or Lordship of *C.* with all Lands, &c. to the said Sir *W. L.* and *W. S.* and their, &c. among other Uses, to the Use and Intent that the Right Honourable the Lady *K.* Sister of the said late Earl and her Assigns, should have and receive yearly, during her Life, out of the said Lands and Hereditaments, one annual Rent of 200*l.* of, &c. payable half-yearly, &c. as is therein mentioned; the first Payment, &c. *Subject nevertheless* to a certain Proviso therein contained in these Words, or to the Effect aforesaid, that is to say, **Provided always nevertheless**, and it is the true Intent and Meaning of these Presents, that so much of the said yearly Rent of 200*l.* as the Right Honourable *E.* then Countess Dowager of *C.* should under her Hand declare not to be needful to be paid to the said Lady *K.* for her Maintenance or Occasions, during the Life-time of the said Countess Dowager, should not be paid or payable, but should cease as by, &c. Relation, &c. **And whereas** the said Countess Dowager did not make any Declaration under her Hand concerning the Premisses: **And whereas** great Part of the said annual Rent of 200*l.* hath not been paid unto the said Lady *K.* but the same still remains unpaid: **And whereas** the said *G.* late Earl of *C.* did by his last Will and Testament in Writing, signed, &c by him the, &c. give and bequeath several Legacies, and did thereby appoint the said *J. W.* his Executor, to see his said Will performed: **And whereas** the said *J. W.* hath by and with the Privity, Direction and Consent of the said *J.* Earl of *C.* paid and discharged the Funeral Expences of the said *G.* late Earl of *C.* and divers of the Debts and Legacies of the said late Earl, which are mentioned and expressed in the Schedule hereunto annexed: **And whereas** the said *J. W.* hath at the Request of the said *J.* Earl of *C.* delivered to him the said *J.* Earl of *C.* all and every the Acquittances and Discharges which were made and given to him the said *J. W.* for the several Sums of Money by him so paid,

great Part thereof unpaid. Late Earl of *C.*'s Will. *J. W.* his Executor, who has paid Funeral Expences and several Debts and Legacies, and has deli-

and

and which are mentioned in the ſame Schedule, the Receipt of which ſaid ſeveral Acquittances and Diſcharges the ſaid *J.* Earl of *C.* doth hereby acknowledge: **And whereas** it hath been agreed between the ſaid *J.* Earl of *C.* and the ſaid *J. W.* that the ſaid *J.* Earl of *C.* ſhall from henceforth take upon him the Performance and Payment of all ſuch Things and Sums of Money as yet remain performable and payable by Force of the ſaid laſt Will; and that in Conſideration thereof the ſaid *J. W.* ſhall reſign or aſſign in ſuch Manner as is herein after for that Purpoſe expreſſed, unto the ſaid *J.* Earl of *C. All* ſuch Goods and Chattels, Rights and Credits, and other Things as the ſaid *J. W.* hath or is intitled unto as Executor of the ſame Will, and which remain unadminiſtered by him: **And whereas** the ſaid *J.* Earl of *C.* hath agreed to make ſuch Leaſe and Demiſe of and for the Term of 500 Years, as is herein after mentioned to be by him hereby made, to the End and Intent thereby to indemnify and ſave harmleſs the ſaid *J. W.* his, *&c.* and his, their and every of their Lands, Tenements, Goods and Chattels, of and from all Arrears of the ſaid yearly Rent of 200*l.* and of and from all and every the Sum and Sums of Money mentionnd or expreſſed in the ſaid Schedule, and of and from all Actions, Suits, Coſts, Loſſes, Charges, Expences and Troubles, which can, ſhall or may ariſe or happen by Means or Occaſion of the Premiſſes, and alſo of and from all Actions, Suits, Coſts, Loſſes, Expences and Trouble, which can, ſhall or may at any Time hereafter ariſe or happen by Means of the ſaid *J. W.* being Executor of the ſaid laſt Will, or by Means or Occaſion of the ſaid *J. W.*'s Aſſignment hereby made: **Now this Indenture witneſſeth**, that in Performance of the ſaid recited mutual Agreement, **He** the ſaid *J. W.* **Hath** bargained and ſold, aſſigned, transferred and ſet over, and by, *&c.* **Doth**, *&c.* unto the ſaid *J.* Earl of *C.* his, *&c.* **All** Goods, Leaſes and Chattels, both Real and Perſonal, and all Debts and Securities for Debts and other Things, which the ſaid *J. W.* hath or is intitled unto as Executor of the laſt Will and Teſtament unadminiſtered by him, and all Benefit thereof or thereby to be had, the Receipt of all which Securities, Leaſes, Goods and Chattels, the ſaid *J.* Earl of *C.* doth hereby acknowledge; **And** the ſaid *J. W.* doth hereby give unto the ſaid *J.* Earl of *C.* during his Life, and after his Deceaſe, unto his Executors, *&c.* full and lawful Power and Authority in the Name of the ſaid *J. W.* and his Executors, at the Coſts and Charges of the ſaid *J.* Earl of *C.* his, *&c.* but to and for their own Uſe and Benefit, to demand, receive, ſue for, recover and levy all Debts, Sums of Money and Duties which do or ſhall belong unto the ſaid *J. W.* as Executor of the ſaid laſt Will and Teſtament; **And** the ſaid *J. W.* for himſelf, his, *&c.* doth covenant with the ſaid *J.* Earl of *C.* that he the ſaid *J. W.* and his Executors, ſhall and will from Time to Time and at all Times hereafter, as Occaſion ſhall be, at the reaſonable Requeſt and Coſts and Charges of the ſaid *J.* Earl of *C.* his, *&c.* do any further and other reaſonable Act and Acts, for the further and better Aſſigning to him or them the ſaid Goods, Leaſes, Chattels and other the Premiſſes mentioned to be hereby aſſigned, and alſo for the further or better impowering or enabling the ſaid *J.* Earl of *C.* his, *&c.* in the Name of the ſaid *J. W.* or his Executors, to demand, receive, ſue for, recover and levy ſuch Debts, Sums of Money, Duties and other the ſame Premiſſes, as by the ſaid *J.* Earl of *C.* his, *&c.* or any of them, or his, their or any of their Counſel ſhall be reaſonably deviſed, ſo as for the doing thereof no Perſon ſhall be required to go from the Place of his or her then Abode or Dwelling; **And** the ſaid *J.* Earl of *C.* doth hereby acknowledge and declare that all the ſaid *J. W.* hath done or acted in Relation to the Execution and Performance of the laſt Will and Teſtament of the ſaid *G.* late Earl of *C.* and mentioned in the ſaid Schedule hereto annexed, hath been with the Privity, Conſent, Direction and Approbation of the ſaid *J.* Earl of *C.* **Therefore alſo witneſs theſe Preſents**, that in Conſideration thereof, and of the Aſſignment hereby before made unto him the ſaid *J.* Earl of *C.* as aforeſaid, and of the ſaid *J. W.*'s Delivering up to the ſaid *J.* Earl of *C.* all the Releaſes, Acquittances, Receipts and Diſcharges which he the ſaid *J. W.* hath taken for the Funeral Expences, Debts and Legacies which he hath paid as Executor, as aforeſaid, and alſo of his Delivery of the Probate of the ſaid Will, under the Seal of the Prerogative Court of *Canterbury* to the ſaid *J.* Earl of *C.* and in Purſuance and Part of Performance of the ſaid Agreement on the Part of the ſaid *J.* Earl of *C.* and other Conſiderations him thereunto moving, he the ſaid *J.* Earl of *C.* for himſelf, his, *&c.* **Hath** granted, covenanted and agreed, and by theſe Preſents **Doth** grant, *&c.* to and with the ſaid *J. W.* his, *&c.* that he the ſaid *J.* Earl of *C.* his, *&c.* or ſome of them, ſhall and will, by and out of the Premiſſes hereby aſſigned, make, do, ſatisfy, pay and perform all Payments and Things whatſoever, which by the ſaid laſt Will and Teſtament ought before the Date hereof to have been made, done, paid, ſatisfied or performed, and were not, and alſo which after the Date hereof ought to be made, done, *&c.* ſo fully as the Premiſſes hereby aſſigned will extend; **And alſo** ſhall and will from Time, *&c.* ſave and keep harmleſs and indemnify the ſaid *J. W.* his, *&c.* and every of them, and his and their Lands and Tenements, Goods and Chattels, of, from and againſt all Damage, Coſts or Expences which ſhall happen to come to him, them or any of them,

Covered to the preſent Earl of *C.* all Acquittances taken for the ſame.

The ſaid Earl agrees to accept the Executorſhip for the future, which the Executor agrees to aſſign.

The Earl agrees to make a Leaſe for a Term of Years to indemnify the Executor.

J. W. aſſigns all the Perſonal Eſtate of the Teſtator in his Hands as Executor and Heir at Law.

Power to ſue in the Executor's Name.

Covenant for further Aſſurance and further enabling to ſue in the Executor's Name.

Declaration that Matters done by the Executor were done with the Privity of the Heir at Law.

Covenant that the Heir will perform the Executorſhip, and indemnify the Executor.

them, or which he, they or any of them ſhall expend or be put to, for or by reaſon of any Default or Failure of or in the Performance of the ſaid laſt Will and Teſtament, or of any Thing therein contained or relating thereunto, either before or after the Date of theſe Preſents, or of any Default or Failure of or in doing or omitting to do any Thing which the Executors thereof ought to have done or not to have omitted, or which he hereafter ought to do and not omit, and alſo for or by reaſon of the ſaid *J. W.*'s making or executing of theſe Preſents, except ſuch Damage as ſhall or may happen to him or them by reaſon of the Breach of the expreſs Covenants on the Part of the ſaid *J. W.* herein contained to be performed. **And** the ſaid *J. W.* for himſelf, his, *&c.* doth hereby covenant and agree to and with the ſaid *J.* Earl of *C.* his, *&c.* that he the ſaid *J. W.* had not at any Time heretofore releaſed or diſcharged; **And further** that he the ſaid *J. W.* or his, *&c.* ſhall not, nor will at any Time hereafter releaſe or diſcharge without the Conſent of the ſaid *J.* Earl of *C.* all or any of the Premiſſes. **And** the ſaid *J.* Earl of *C.* for himſelf, his Executors and Adminiſtrators, doth covenant and agree to and with the ſaid *J. W.* his, *&c.* that he the ſaid *J.* Earl of *C.* his, *&c.* ſhall and will procure and obtain ſufficient Diſcharges for all ſuch Debts and Legacies, as he or they ſhall hereafter ſatisfy or pay in Performance of the ſaid laſt Will, and ſhall and will procure Duplicates of the ſaid Diſcharges duly executed by the Parties giving the ſame, and then ſhall and will deliver and give the ſaid Duplicates ſo executed to the ſaid *J. W.* his, *&c.* **And this Indenture further witneſſeth,** That in Conſideration of the Premiſſes, and for the ſecuring the Performance of all and every the Covenants and Agreements herein before contained or mentioned on the Part of the ſaid *J.* Earl of *C.* his, *&c.* to be performed, and for and in Conſideration of the Sum of 5 *s.* of, *&c.* to the ſaid *J.* Earl of *C.* in Hand, *&c.* he the ſaid *J.* Earl of *C.* **Hath** granted, bargained and ſold, and by theſe Preſents **Doth** grant, *&c.* **All** that the Manor of, *&c.* and all and every the Meſſuages, *&c.* whatſoever, of him the ſaid *J.* Earl of *C.* ſituate, *&c.* or any of them in the ſaid County of *D.* (**Except** only, *&c.*) and the Reverſion, *&c.* **To have and to hold** the ſame Manors, *&c.* unto the ſaid *J. W.* his, *&c.* from henceforth, for and during, and unto the full End and Term of 500 Years fully to be compleat and ended, without Impeachment of or for any Manner of Waſte, **Under and Subject** to the ſaid Proviſoes and Agreements as are herein mentioned, expreſſed and declared of and concerning the ſame, that is to ſay, **Provided always,** and it is hereby declared and agreed by and between all the ſaid Parties to theſe Preſents, that if the ſaid *J.* Earl of *C.* his, *&c.* ſhall and do well and truly perform and fulfil all and every the Covenants and Agreements herein contained, which on his and their Part are and ought to be done and performed according to the true Intent and Meaning of theſe Preſents, and of the ſaid recited mutual Agreement, then the ſaid Term of 500 Years and in the ſaid Hereditaments and Premiſſes mentioned or intended to be hereby leaſed, ſhall at the End of ſeven Years next enſuing the Deceaſe of the ſaid Lady *K.* ceaſe, determine and be utterly void to all Intents and Purpoſes; any Thing, *&c.* notwithſtanding. **Provided alſo,** and it is hereby agreed, that in the mean Time and until the ſaid Earl of *C.* his, *&c.* ſhall make Default in the Performance of the Covenants and Agreements herein contained or recited, which on his and their Part ought to be done and performed, by Means or Occaſion whereof the ſaid *J. W.* his, *&c.* or ſome of them, ſhall ſuſtain ſome Damage or be put unto ſome Trouble, Suit, Charge or Expence, it ſhall and may be lawful to and for the ſaid *J.* Earl of *C.* his, *&c.* peace bly and quietly to have, hold and enjoy the ſaid Manors, *&c.* mentioned to be hereby leaſed, and to receive and take the Rents, *&c.* and of every Part thereof, to and for his and their own Uſe and Benefit, without the lawful Let, *&c.* of or by the ſaid *J. W.* his, *&c.* or of any of them, or of or by any other Perſon or Perſons lawfully claiming or to claim, from, by or under them or any of them. (*A Covenant from the Earl of* C. *that he is ſeiſed in Fee of the Premiſſes hereby leaſed, and that he hath Power to leaſe the ſame:*) **And further,** That the ſame Manor, *&c.* mentioned to be hereby leaſed and every of them, and every Part and Parcel thereof, ſhall, or lawfully may, from Time to Time and at all Times from and after Default ſhall be made by the ſaid *J.* Earl of *C.* his, *&c.* of and in Performance of the Covenants and Agreements herein contained and recited on the Part of the ſaid *J.* Earl of *C.* his, *&c.* to be done and performed, remain, continue and be unto the ſaid *J. W.* his, *&c.* and during all the Reſt and Reſidue which ſhall be then to come and unexpired of the ſaid Term of 500 Years without Impeachment of Waſte, without lawful Let, *&c.* of or by the ſaid Earl of *C.* his Heirs, or of or by any Perſon or Perſons whomſoever, freed and diſcharged of and from all Charges and Incumbrances whatſoever. (*A Covenant that from and after Default ſhall be made of or in Performance of the Covenants and Agreements herein contained or recited on the Part of the ſaid* J. *Earl of* C. *his,* &c. *to be done and performed, he the ſaid* J. *Earl of* C. *will make further Aſſurance of the Premiſſes hereby leaſed unto the ſaid* J. W. *his,* &c. *for and during all the Reſt and Reſidue which ſhall be then to come and unexpired of the ſaid Term of* 500 *Years, without Impeachment of Waſte.*) **In Witneſs,** &c.

Covenant that the Executor has not, nor will releaſe, *&c.*

That the Heir will procure Duplicates of all Diſcharges for Debts for the Executor.

Mortgage by the Heir to indemnify the Executor.

Proviſo that if the Heir performs the Covenants for ſeven Years, the Mortgage to be void.

Proviſo, that until Default, *&c.* the Heir ſhall enjoy.

Covenants ſeiſed, *&c.* Power to Mortgage, *&c.*

That the mortgaged Premiſſes, after Default, ſhall go to the Executor.

And in that Caſe to make further Aſſurances.

An

An Aſſignment of an Executorſhip by an Executor of a Widow, impowering the Aſſignee to proſecute a Suit, &c. *to recover a Sum of Money charged on Copyhold Premiſſes, in Conſideration of a Sum paid; the Executor not being able to carry on the ſame.*

THIS Indenture made, *&c.* Between *J. P.* of, *&c.* Executor of the laſt Will and Teſtament of *A. M.* late of, *&c.* Widow, deceaſed, Relict of *J. M.* late of *C.* in the ſaid County, Gent. alſo deceaſed, of the one Part, and *R. C.* of, *&c.* of the other Part. Whereas, &c. (*Recital of a Surrender of Copyhold Lands by ſaid* J. M. *to hold to Truſtees, in Truſt for him for Life, after for* A. D. *his intended Wife for Life, after to be ſurrendered to the Uſe of their Iſſue,* &c. *ſo as ſaid* J. M. *upon ſuch Surrender ſhould pay* 350*l.* *to ſaid* A. D. *or to ſuch other as ſhe ſhould appoint, and in Default of Appointment to the Executors or Adminiſtrators of ſaid* A. D. *and if the Money was not paid the Premiſſes to be ſold, and in the firſt Place pay the ſame, the Reſidue to* J. M. *and his Heirs.*) And whereas the ſaid *J. M.* deceaſed, about the —— Day of, *&c.* died, leaving the ſaid *A. M.* his Widow: And whereas the ſaid *A. M.* deceaſed, on or about, *&c.* made her laſt Will and Teſtament in Writing, and thereof made the ſaid *J. P.* Executor, who proved the ſaid Will and took upon him the Burden and Execution thereof, and gave therein and thereby ſeveral Legacies and Bequeſts, and after the diſcharging of the ſame, gave the Overplus to, *&c.* as in and by the ſaid Will, *&c.* And whereas *J. M.* of, *&c.* and *T. M.* of, *&c.* Sons of the ſaid *J. M.* deceaſed, refuſe to pay the ſaid 350*l.* to the ſaid *J. P.* or otherwiſe ſatisfy him thereof, without preferring a Bill in the Honourable Court of Chancery to obtain a Decree, that the ſaid Lands and Premiſſes may be ſold to the ſaid *J. P.* but the ſaid *J. P.* is uncapable to do it without borrowing ſome Money to proſecute ſuch Suit: Now this Indenture witneſſeth, That the ſaid *J. P.* for and in Conſideration of the Sum of 40*l.* of, *&c.* in Hand lent and paid to the ſaid *J. P.* by the ſaid *R. C.* at, *&c.* he the ſaid *J. P.* Hath granted, bargained, ſold and aſſigned, transferred and ſet over, and by, *&c.* Doth, *&c.* unto the ſaid *R. C.* his, *&c.* The Letters of Adminiſtration or Probate of the Will of the ſaid *A. M.* deceaſed, with all his Right, Title and Intereſt therein, together with the Will of the ſaid *A. M.* deceaſed; To have and to hold the ſaid Letters of Adminiſtration or Probate of the ſaid Will, and all the Right, Title and Intereſt of him the ſaid *J. P.* therein and thereunto, and of, in and unto all other the Premiſſes unto the ſaid *R. C.* his, *&c.* in as large, ample, beneficial a Manner to all Intents, Conſtructions and Purpoſes whatſoever, as he the ſaid *J. P.* his, *&c.* may, might, could, ſhould or ought to have had, held and enjoyed the ſame; And the ſaid *J. P.* for himſelf, *&c.* to and with the ſaid *R. C.* his, *&c.* by, *&c.* in Manner, *&c.* that is to ſay, That he the ſaid *R. G.* his, *&c.* ſhall and may from Time to Time, and at all Times hereafter, peaceably and quietly have, hold and enjoy the ſaid Letters of Adminiſtration and Probate of the ſaid Will, and alſo to receive and take the ſaid 350*l.* due to the ſaid *J. P.* given by the ſaid Will of the ſaid *A. M.* deceaſed, or any otherwiſe howſoever, in as full, large and ample Manner as if the ſame had not been made; And the ſaid *J. P.* hath made, *&c.* the ſaid *R. C.* his true, *&c.* to aſk, demand, ſue for, recover and receive of the ſaid *J. B. S. C. J. M.* and *T. M.* Sons of the ſaid *T. M.* deceaſed, or any or either of them, all ſuch Sum and Sums of Money as are due to him the ſaid *J. P.* his, *&c.* by the Will or Probate of the Will of the ſaid *A. B.* deceaſed, or in any wiſe relating thereunto, giving, *&c.* and upon Receipt, *&c.* and to make, do and execute all Acts, *&c.* neceſſary to be done in and about the Premiſſes for the Recovery of all ſuch Sums of Monies as are due to him the ſaid *J. P.* aforeſaid, as fully, *&c.* ratifying, *&c.* (*And then add a Covenant for furth r Aſſurance, as in* Tit. Covenants, &c.) In Witneſs, &c.

Recitals. The Huſband's Death. The Wife's Death. Her Will, *J. P.* Executor, who proved the Will, and acted. The two Sons refuſe to pay the Money charged by the Father, without a Chancery Suit. Aſſignment. Covenants, peaceable Enjoyment, and Receipt of the Money.

An Aſſignment of Executorſhip and Teſtator's Effects purſuant to a Decree, wherein the Aſſignor is covenanted to be indemnified, and Writings, &c. *are delivered up, and a Releaſe given.*

THIS Indenture Tripartite, made, *&c.* Between *J. B.* of, *&c.* ſole acting Executor named in the laſt Will and Teſtament of *A. K.* of, *&c.* deceaſed, (who was ſole acting Executrix of, *&c.* alſo deceaſed,) of the firſt Part, *C. K.* of, *&c.* of the ſecond Part, and *J. T.* of, *&c.* Adminiſtratrix of the Goods and Chattels of, *&c.* late of, *&c.* deceaſed, of the third Part. Whereas, &c. (*Recital of* A. K.*'s Will whereby ſhe deviſed her Lands for a Term of Years to* J. B. *to pay her Debts; and of an Order in Chancery for* J. B. *to account with* C. K. *and aſſign the Executorſhip,* &c.) And whereas the ſaid *C. K.* has paid to the ſaid *J. B.* the Sum of, *&c.* ſo reported due to him as aforeſaid; and has alſo paid, and undertaken

Will. Proceedings in Chancery. Money paid, and undertaking to pay

other Debts and Legacies by *C. K.* whereupon *J. B* agrees that he shall receive all the Personal Estate, &c. Writings, &c. delivered up.

undertaken to pay, the said Sum of, &c. in Discharge of the several other Debts and Legacies of the said *M.* and *A. K.* which then remained unpaid; upon which the said *J. B.* has agreed and consented, that the said *C. K.* shall have and receive to his own Use the full Benefit and Advantage of all the Personal Estate of the said *M. K.* and *A. K.* which is yet in his Hands, or standing out unreceived from the respective Persons from whom the same is due; and for that End, the said *J. B.* has, with the Consent of the said *J. T.* signified by her joining herein, and signing and sealing hereof, delivered to the said *C. K.* and *J. T.* or one of them, all the Writings in his Custody relating to the Estates of the said *C. K. J. K. M. K.* and *A. K.* and has likewise delivered to the said *J. T.* the several Securities in the first Schedule hereunto annexed, relating to the Personal Estates of the said *C. K.* and *M. K.* and has also delivered to the said *C. K.* the several Securities in the second Schedule hereunto annexed mentioned, relating to the Personal Estates of the said *M. K.* and *A. K.* belonging, or either of them, which are in his Hands; And has also agreed to authorize and impower the said *C. K.* to sue for, recover and receive all such Debts and other Things as are due and belonging to their or either of their Estates, saving only as herein after excepted: **Now this Indenture witnesseth,** That the said *J. B.* as well in Obedience to the said Decretal Order, as in Pursuance of the said Agreement, and for the better enabling the said *C. K.* to sue for, recover and receive the said Debts and Estates, and in Consideration of the Sum of 5*s.* of, &c. **Hath,** &c. and by, &c. **Doth,** &c. unto the said *C. K.* **The** several Debts in the said second Schedule hereunto annexed expressed, and all other the Debts due and owing to the Estates of the said *M. K.* and *A. K.* or either of them, and all and every Bonds, Mortgages and Securities, Terms of Years, Interests and Estates concerning or relating to or taken for the same: **To have and to hold** the same, and every of them to the said *C. K.* his, &c. as fully, &c. as the said *J. B.* his, &c. might, &c. to hold, receive and enjoy or take the same by virtue of the said Will of the said *A. K.* or otherwise; **Saving** only the Sum of, &c. remaining due from, &c. upon Mortgage of Lands in, &c. which Debt and Mortgage the said *J. B.* is by Agreement to retain in his Hands, and receive to his own Use, having allowed the same to the said *C. K.* out of the Money above mentioned to be paid by him to the said *J. B.* **And this Indenture further witnesseth,** That the said *J. B.* for the Considerations aforesaid, hath made, &c. (*Letter of Attorney to* C. K. *to receive the Debts assigned.*) **And,** &c. (*Covenant that* J. B. *has not nor will release, except,* &c.) **And** the said *C. K.* for himself, &c. doth covenant, &c. to and with the said *J. B.* his, &c. that he the said *C. K.* his Heirs, Executors and Administrators, shall and will at all Times hereafter save harmless and keep indemnified the said *J. B.* his Heirs, Executors, Administrators and Assigns, and his and their Lands, Tenements, Goods and Chattels, of and from all Costs, Charges, Damages and Expences, which he or they shall sustain or be put to, for or by reason of any Action or Suit that shall be brought in his Name for any of the Debts, Duties and other Things due, owing and belonging to the said *M.* and *A. K.* or either of them. **And lastly,** the said *J. T.* doth hereby acknowledge to have received of the said *J. B.* the several Securities in the said first Schedule hereto annexed mentioned, relating to the Estates of the said *J. K.* and *M. K.* **And** he the said *C. K.* &c. (*The like as to second Schedule*) and has likewise received from him all the Writings in his Custody relating to the real Estates of the said *C. K. G. K. M.* and *A. K.* **And** in Consideration thereof, they the said *C. K.* and *J. T.* **Do,** and each of them **Doth** acquit and discharge the said *J. B.* of and from the same and every of them, and of and from all Actions, Suits and Demands whatsoever, which they or either of them can or ought to have, challenge, claim or demand against him, for or by reason of any Matter, Cause or Thing whatsoever, from the Beginning of the World to the Day next before the Day of the Date hereof, either in their own separate Capacities, or as the said *J. T.* is Administratrix of the said *G. K.* her Uncle, and *M. K.* her Sister, deceased. **In Witness,** &c.

Agreement to impower *C. K.* to sue, &c. for Debts.

Consideration.

Assignment.

Letter of Attorney.

Covenants.

Indemnity of the Assignor.

Receipts.

Release.

An Assignment of an Executorship, to put an End to Suits, &c.

This Indenture made, &c. **Between** *E. G.* of, &c. and *S. H.* of, &c. Executors of the last Will and Testament of *J. G.* late of, &c. deceased, of the one Part, and *T. R.* of, &c. of the other Part, **Witnesseth,** That **whereas** there have been divers Suits and Controversies between the said *E. G.* and *S. H.* and the said *T. R.* as well about the Wardship (Guardianship) of *F. E. G. G.* and *H. G.* Daughters and Coheirs of the said *J. G.* as also about the last Will and Testament of the said *J. G.* and about certain Legacies therein contained, and by the same given and bequeathed unto Dame *G. P.* now Wife of *J. P.* Knt. and late the Wife of the said *J. G.* **And whereas also** there is in the said last Will and Testament a certain Clause and Appointment for the said *E.* and *S.* to give an Account to the said three Daughters of the said *J. G.* severally at their several Ages of 16 Years, and unto the above

Recital of divers Suits, &c.

Clause in the Will for the Executors to account.

named *T. R.* or unto one of them, of the Receipt of the Rents, Issues and Profits of the Lands and Tenements of the said *J.* as in and by the said Will and Testament, Relation, *&c.* **Now**, for the final ending and appeasing all and singular the said Suits and Controversies, and for establishing of a perfect Agreement between the said Parties, and to the End and Intent that the said last Will and Testament of the said *J. G.* and his Meaning therein declared, may thereby the better be performed and fulfilled, and also that the said Account appointed by the last Will and Testament of the said *J.* to be by the said *E.* and *S.* as aforesaid made, may be during the Life of all the said Parties given up and discharged, and by Means thereof, and for and in respect that the Debts and Legacies of the said *J.* are at this present Time almost satisfied, and that it may and will the better appear what Sums of Money the said Daughters of the said *J.* will be to receive at their several Ages, according to the last Will and Testament of their said Father; **It is** for, in and upon the Considerations aforesaid, and divers others, covenanted, granted and concluded upon, between the said Parties and every of them, their Heirs, Executors, Administrators and Assigns, in Manner and Form following: **And first**, the said *E. G.* and *S. H.* for, in and upon the Considerations aforesaid, and divers others them thereunto especially moving, **Have** given, granted, assigned and set over, and **Do** by these Presents for them, their Executors, Administrators and Assigns, give, *&c.* unto the said *T. R.* **All** that Messuage, *&c.* and also the Reversion and Reversions, Remainder and Remainders, after the Decease of *A. G.* Widow, late the Wife of *H. G.* deceased, and Dame *G. P.* now the Wife of the said *J. P.* Knt. and late the Wife of the said *J. G.* or after the Decease of either of them, and the, *&c.* **And furthermore** the said *E. G.* and *S. H.* **Do** by these Presents give, grant, assign and set over unto the said *T. R.* **One** Annuity, *&c.* **To have**, &c. all and singular the said Messuages, *&c.* Issues, Revenues and Profits, and all and singular other the said Premisses, with all and every their Appurtenances, unto him the said *T. R.* his, *&c.* for and during the whole Time that the said Premisses are by the said last Will and Testament of the said *J. G.* devised and bequeathed unto them the said *E.* and *S.* their, *&c.* and so long as, and in as ample Manner and Form to all Intents and Purposes, as they the said *E.* and *S.* or either of them, their, *&c.* are by the last Will and Testament of the said *J. G.* to hold and enjoy the same: **And furthermore** they the said *E. G.* and *S. H.* for, in and upon the Consideration aforesaid, **Have** given, granted and confirmed, and **Do**, &c. unto the said *J. R.* one Annuity, *(a) &c.* to be issuing, *&c.* **To have**, &c. unto, *&c.* for, during and until *E. G.* one of the Daughters of the said *J. G.* shall or may accomplish the Age of, *&c.* if she so long live; and if she the said *E.* dies before her said Age of, *&c.* for, during, until and so long as she the said *E.* if she had so long lived, might by Computation of Time have accomplished her said Age of, *&c.* at two usual Feasts, *&c.* the first Payment, *&c.* (*Add a Clause of Distress, a Proviso not to charge the Persons of the Assignors, and that the Assignors shall put the Assignee in Possession by Delivery of* 6 d. *and a Covenant for peaceable Enjoyment*;) **And also** that the said *E. G.* and *S. H.* their, *&c.* shall and will well and truly content, satisfy and pay, or cause, *&c.* unto *K. G.* one of the Daughters of the said *H. G.* all and all Manner of such Legacies, Gifts and Bequests, as are given and bequeathed unto her the said *K.* as well by the last Will and Testament of the said *H. G.* as also by the last Will and Testament of the said *J.* according to the Intent, Purport and true Meaning of the said several last Wills and Testaments of them the said *H.* and *J.* and in such Manner and Form as the said Legacies and Bequests of them the said *H.* and *J.* are limited and appointed to be paid, and not otherwise, and thereof and of every Part and Parcel thereof shall acquit, discharge, or otherwise well and sufficiently save and keep harmless and indemnified the said *T. R.* his Heirs, *&c.* **And**, *&c.* (*A Covenant for the Assignors to produce Deeds.* See Tit. **Covenants.**) **Now** the said *T. R.* for and upon the Consideration aforesaid, and to the Intent and Purpose that the said *E.* and *S.* their and every of their Executors and Administrators may be secured and saved harmless of all Matters, Things, Suits, Actions, Incumbrances and Deeds, wherewith and whereby they or any of them may be charged and incumbred, as being Executors of the last Will and Testament of the said *J. G.* and for divers other Causes, *&c.* **Doth** by, *&c.* for himself, *&c.* covenant, *&c.* in Manner, *&c.* that is to say, that, *&c.* (*The Assignees at such Times as the Assignors give up their Accounts, shall indemnify the Assignors from all Charges*, &c. *on Account of the said* J. G.*'s Will*, &c. *and from Legacies. A Covenant that the Assignee shall not only make an Account in Writing of his Receipts and Disbursements to the Children at their Ages, but shall pay them the Balance according to the said Will. The Assignors peaceably to enjoy all such Messuages*, &c. *during the Time the Daughters shall remain Wards*, &c.) **In Witness**, &c.

Now to end Suits, *&c.* and that the Will shall be fulfilled and the Account discharged, the Debts and Legacies are almost satisfied.

It is covenanted, granted and concluded as follows:

1st, The Executors assign the Testator's Effects.

Habendum for so long as the Premisses are devised to the Executors, *&c.*

Grant of an Annuity till the Time that one of the Daughters should be of such an Age.

Clauses, Provisoes and Covenants.

The Assignor covenants to pay certain Legacies, and to indemnify the Assignee therefrom.

To produce Deeds.

Indemnity to the Assignors.

(*a*) See Tit. **Grants** for the Forms of Grants of Annuities.

XX. Of Extents and other Executions, and of Lands, &c. taken or charged in Execution.

An Assignment of Extents to Trustees to protect several purchased Estates from Incumbrances.

THIS Indenture of six Parts, made, &c. **Between** *W. B.* of, &c. of the first Part, *A.* of, &c. of the second Part, *A. B. C. D.* of, &c. Trustees, of the third Part, Sir *J. T.* of, &c. of the fourth Part, *M.* of, &c. of the fifth Part, and —— *J. E.* and —— of the sixth Part. **Whereas** by Indenture, dated 27 *Oct.* &c. made, &c. *Between R. B.* of, &c. of the one Part, and said *W. B.* of the other Part, *Reciting* that the said Sir *J. T.* stood indebted to the said *R. B.* in the Sum of 456*l.* 13*s.* 3*d.* which was then lately bound by Extent or otherwise, and that there was a *Scire facias* issued out of his then Majesty's Court of Exchequer, at the Request of the said *R. B.* against the said Sir *J. T.* in order to recover the same Debt, the said *R. B.* in Consideration of 456*l.* 13*s.* 3*d.* to him paid by the said *W. B.* (at the Request of the said Sir *J. T.*) *Did* assign unto the said *W. B.* as well the said Extent on such Process as aforesaid, and all Benefit and Advantage that could or might be had thereby, as also all his Right, Title, Interest, Claim and Demand whatsoever of, in and to the said Debt of —— and every Part thereof: **And whereas** by Indentures *Tripartite*, dated 20 *Nov.* &c. made, &c. between *G. H.* of, &c. of the first Part, *W. B.* of the second Part, and said Sir *J. T.* of the third Part, *Reciting* also that said Sir *J. T.* stood indebted to the said *G. H.* in the Sum of 720*l.* *And* that by Inquisition indented and taken at the *Guildhall*, *London*, in the Parish of St. *Lawrence Old Jewry* in the Ward of *Cheape*, 15 *May* then last, the said Sir *J. T.* was found indebted to the said *G. H.* in the Sum of 795*l.* whereof the Sum of 720*l.* is now unpaid; *And* that a *Scire facias* issued out against the said Sir *J. T.* to extend and recover the said Debt, at the Request and by the Procurement of the said *G. H.* to the End the same might be paid to the King's Majesty in Aid and Discharge of a Debt of 10,000*l.* due from the said *G. H.* to his said Majesty; *And* that the said *W. B.* at the Request of the said Sir *J. T.* did agree to pay the said Sum of 720*l.* to the said *G. H.* in Consideration of the said Sum of 720*l.* therein mentioned to be paid by the said *W. B.* to the said *G. H.* *Did* assign and set over unto the said *W. B.* the said Sum and Debt of 720*l.* and all and every Bill and Bills of Exchange, which he said *G. H.* or any in Trust for him, had or might have, and all and every other Security or Securities for the same or any Part thereof, and all and every Benefit and Advantage whatsoever which he had or might have by virtue of any Process for the Recovery of the same; And the said *G. H.* *Did* thereby appoint the said *W. B.* his lawful Attorney irrevocable to recover the said Debt of 720*l.* against the said *J. T.* **And whereas** the said *J. A.* by Deed, dated 15 *Oct.* &c. in Consideration of 750*l.* to him paid as therein is mentioned, *Did* covenant, promise and agree to and with the said Sir *J. T.* and *W. B.* that he the said *J. A.* would at the Costs and Charges of the said Sir *J. T.* procure the Extent found against *W. M.* for the Sum of 740*l.* to be assigned to the said Sir *J. T.* and *W. B.* or whom they should appoint, as by the said several recited Indentures and Deed, &c. **And whereas** the said *J. T.* and *W. M.* have been Copartners in returning several great Sums of Money by Bill of Exchange or otherwise, whereby the Estate of each other might possibly be liable to Extents against the other; and they the said Sir *J. T.* and *W. M.* having contracted several Debts whilst they were concerned together as Copartners, they did agree that the said Sir *J. T.* should pay 6500*l.* or thereabouts, of the said Debts; and the said *W. M.* the Sum of 4500*l.* and the aforesaid several Sums paid as aforesaid by the said *W. B.* were paid as Part of the Sum of 6500*l.* which the said Sir *J. T.* was to pay as aforesaid: **Now this Indenture witnesseth,** that for and in Consideration of 5*s.* &c. by the said *W. B.* jun. *T. E.* and *R. C.* (*the Trustees*) in Hand well and truly paid to the said *W. B.* at, &c. the Receipt, &c. he the said *W. B.* (by and with the Consent, Direction and Appointment of the said Sir *J. T.* and *W. M.* testified, &c.) **Hath** assigned, transferred and set over, and by these Presents **Doth**, &c. to *W. B.* jun. *J. E.* and *R. C.* their Executors, Administrators and Assigns, **As well** the said several and respective Extents to him so as aforesaid assigned, **As also** all and every Sum and Sums of Money due or to be due for or by Reason of the same, together with the respective Assignments thereof, **And all** and every Bill and Bills of Exchange for any Sum or Sums of Money, to the Payment whereof the said Sir *J. T.* and *W. M.* or either of them, were or is liable, which the said *W. B.* hath in his Custody or Power, or is any ways intitled unto; **To have and to hold** the said several Extents, Bills of Exchange and Money thereupon due unto the said *W. B.* jun. *T. E.* and *R. C.* their Executors, Administrators and Assigns: **And this Indenture further**

Recital of an Assignment (reciting an Extent *Scire facias*) to *W. B.* of the Extent, &c.

Debt found on Inquisition.

Scire facias.

Assignment thereof to *W. B.*

with Letter of Attorney.

Debts contracted in Copartnership.

Consideration.

Assignment of the Extents as aforesaid assigned from *W. B.* to Trustees, and of Bills of Exchange.

Assignment of 740*l.* on an Extent found.

ther witneſſeth, that the ſaid *J. A.* for and in Conſideration of, &c. to him in Hand likewiſe paid by the ſaid *W. B.* jun. *T. E.* and *R. C.* at and before, &c. the Receipt, &c. and in Performance of his ſaid Covenant to the ſaid *W. B.* as aforeſaid, Hath aſſigned, transferred and ſet over, and by theſe Preſents (by the like Direction and Appointment of the ſaid Sir *J. T.* *W. B.* and *W. M.* and at the Nomination of the ſaid *W. B.* *J. E.* and *C. C.* teſtified as aforeſaid) Doth, &c. unto the ſaid *W. B.* jun. *T. E.* and *R. C.* As well the ſaid Sum of 740*l.* and the Extent thereof found as aforeſaid, As alſo all Right, Title, Intereſt, Benefit, Advantage, Claim and Demand whatſoever of him the ſaid *J. A.* of, in and to the ſame; To have and to hold the ſame Extent and Sum of Money, and every of them, unto the ſaid *W. B.* jun. &c. Executors, Adminiſtrators and Aſſigns; And it is hereby declared by and between all and every the Parties to theſe Preſents, that the ſaid ſeveral Extents and Bills of Exchange aſſigned to them the ſaid *W. B.* jun. &c. are ſo to them aſſigned, Upon Truſt in the firſt Place, that all and every the ſaid Extents ſhall be kept on Foot to protect as well the Manors, Meſſuages, &c. late of the ſaid Sir *J. T.* and Dame *D.* his Wife, purchaſed by the ſaid *W. B.* likewiſe all other the Meſſuages of the ſaid Sir *J. T.* and Dame *D.* his Wife, and either of them (not ſold), as alſo all the Meſſuages, &c. late of the ſaid *W. M.* and conveyed to them the ſaid *J. E.* and *C. C.* from all Mean and other Incumbrances, and to be made uſe of for that Purpoſe, and that the ſame and the ſaid Bills of Exchange ſhall not be made uſe of to the Prejudice of the ſaid *W. B.* *J. E.* *C. C.* Sir *J. T.* and *W. M.* any or either of them, in any other Perſon or Perſons claiming, or which hereafter ſhall claim the ſaid Premiſſes, or any Part or Parcel thereof, by, from or under them, or any or either of them. In Witneſs, &c.

Declaration that the Extents, &c. are aſſigned upon Truſt to protect the purchaſed Premiſſes, &c.

An Aſſignment of ſeveral Extents and Inquiſitions thereon found by the King's Receiver General to the Creditors of one of the Cognizors, on the other Cognizor's paying the whole Money to keep them on Foot againſt the former Cognizor, he being abſconded.

THIS Indenture Tripartite made, &c. Between *G. H.* of, &c. of the firſt Part, Sir *J. T.* of, &c. Knt. and *J. M.* of, &c. Merchant, of the ſecond Part, and *A. B.* of, &c. of the third Part. Whereas by an Inquiſition taken at *Guildhall*, *London*, the, &c. laſt paſt, by Virtue of his Majeſty's Writ of Extent, dated the ſame Day, the ſaid *J. M.* and one *W. N.* of, &c. are reſpectively found indebted to the ſaid *G. H.* as his Majeſty's Receiver General for the ſaid County of *S.* for the Aid granted to his Majeſty the——Years of his Reign, by an Act of Parliament, intitled, &c. in the Sum of 720*l.* for the like Sum received by the ſaid *J. M.* and *W. N.* for the Uſe of the ſaid *G. H.* and is found to be received by him the ſaid *G. H.* for the Uſe of our Sovereign Lord the King out of the Aid aforeſaid; and by the ſame Inquiſition the ſaid Sir *J. T.* is found indebted to *C. S.* of, &c. in Truſt for the Uſe of the ſaid *G. H.* as Receiver General aforeſaid, in the ſeveral Sums of, &c. for the like Sums of Money received by the ſaid *G. H.* for the Uſe of our Sovereign Lord the King: And whereas ſince the ſaid Inquiſition, the ſaid ſeveral Sums thereby found are ordered to be ſeiſed into his Majeſty's Hands, and an immediate Extent hath been awarded againſt the ſaid *W. N.* and a Writ or Writs of *Scire facias* have been awarded againſt the ſaid Sir *J. T.* and *J. M.* to ſhew Cauſe why his Majeſty ſhould not have Execution againſt them reſpectively for the Recovery of the Sums found againſt them; and they the ſaid Sir *J. T.* and *J. M.* have appeared and pleaded thereto, as by the ſaid Extents, Inquiſitions and other Proceedings thereon, Relation, &c. And whereas there was no more due to the ſaid *G. H.* than 720*l.* in the Whole, and the ſaid Debt was contracted and became due upon Account of certain Bills of Exchange drawn by the ſaid *W. N.* upon the ſaid Sir *J. T.* and indorſed and negotiated by the ſaid *J. M.* at the Requeſt of the ſaid *W. N.* for the proper Debt and Account of them the ſaid Sir *J. T.* and *W. N.* and the ſaid *W. N.* having abſconded himſelf, &c. the ſaid Sir *J. T.* before the Sealing and Delivery of theſe Preſents hath paid to the ſaid *G. H.* the ſaid Sum of 720*l.* and alſo the Sum of——for the Coſts and Charges in proſecuting the ſaid Extent: And whereas it was and is agreed, that the ſaid Extents, and the Benefit and Advantage thereof, ſhould be aſſigned over unto the ſaid *A. B.* &c. for obtaining his Majeſty's Aid thereupon, to be proſecuted and made Uſe of againſt the ſaid *W. N.* for and towards Payment of ſuch Debts as are due and owing by the ſaid *W. N.* to the ſaid *A B.* &c. other Creditors, (which were contracted by the ſaid *W. N.* in negotiating Bills of Exchange, remitting of Money, and in other Tranſactions lately carried on by him the ſaid Sir *J. T.*) and his Eſtate, as ſhall be thought neceſſary, but upon this ſpecial Truſt and Confidence, that no Execution, Extent, Attachment, *Levari facias*, or other Proceſs whatſoever, ſhall at any Time hereafter, for and during the Space of 1000 Years from the

Recital of an Inquiſition taken on an Extent.

Extent awarded.

Scire facias and Proceedings thereon.

What due in the Whole to the Receiver General.

Sir *J. T.* paid the Money due on Extent.

Agreement to aſſign Extent to be made Uſe of againſt *W. N.*

Upon Truſt that no Execution ſhall iſſue againſt Sir

J. T. and *J. M.* the Date hereof to be accounted, be ſued out, proſecuted, awarded, executed, levied or made Uſe of againſt the ſaid Sir *J. T.* and *J. M.* or either of them, their or either of their Heirs, Executors or Adminiſtrators, or his, their or either of their Goods and Chattels, Lands, Tenements or Hereditaments, or whereof or wherein they or either of them are now, ever were, or at any Time hereafter ſhall be ſeiſed, poſſeſſed, intereſted and intitled by any Ways or Means, Right or Title whatſoever: **Now this Indenture witneſſeth,** that for and in Consideration. Conſideration of the Sum of 780*l.* of, *&c.* to him the ſaid *G. H.* in Hand, *&c.* the Receipt, *&c.* he the ſaid *G. H.* **Hath** granted, bargained, ſold, transferred, aſſigned and ſet over, Aſſignment. and by, *&c.* **Doth** fully, *&c.* grant, *&c.* unto the ſaid *A. B. &c.* their Executors, Adminiſtrators and Aſſigns, **The** ſaid ſeveral Extents and Inquiſitions, and all and every the Sum and Sums of Money thereon due or to become due, and all the Right, Title, Intereſt, Benefit of his Majeſty's Aid, Profit, Advantage, Claim and Demand whatſoever of him the ſaid *G. H.* of, in and to the ſame, or any and every Part thereof; **To have,** hold, receive, perceive and enjoy the ſaid ſeveral Extents, and all and every the Sum and Sums of Money thereon due or to become due, and every Part thereof, unto them the ſaid *A. B. &c.* their Letter of Attorney. Executors, Adminiſtrators and Aſſigns, as their own proper Right and Title for ever; **And** the ſaid *G. H.* doth by theſe Preſents nominate, *&c.* the ſaid *A. B. &c.* as his true and lawful Attornies, in his Name, or in the Name of his Majeſty or otherwiſe, as ſhall be judged neceſſary, to require, recover, aſk and demand the ſaid ſeveral Sums of Money in the ſaid Inquiſitions or Extents mentioned, of and from the ſaid *W. N.* his Heirs, *&c.* and to ſue forth and proſecute any Writ or Writs, Extents, Executions or other Proceſs, or otherwiſe proceed upon the ſaid Inquiſitions or Extents againſt the ſaid *W. N.* his, *&c.* or his or their Lands or Tenements, Goods or Chattels, and to diſcharge, releaſe or vacate ſuch Extents and Inquiſitions, or any Proceedings thereon, as fully and effectually as he the ſaid *G. H.* might or could Covenants. do if theſe Preſents had never been had or made; **And**, &c. that the ſaid Extents and Inquiſitions are now in full Force and Effect unvacated, unſatisfied and undiſcharged; and that the ſaid *G. H.* his, *&c.* ſhall not, nor will at any Time hereafter receive or take all or any Part of the Monies due or to become due, upon or by virtue of the ſaid Inquiſitions or Extents, or either of them, or vacate, annul, diſcharge, revoke, ſtop, ſuperſede or make void the ſaid Extents or Inquiſitions, or any Proceedings that ſhall be had, made or taken thereupon, without the Conſent of the ſaid *A. B. &c.* their, *&c.* in Writing, *&c.* **And** that he the ſaid *G. H.* his Executors and Adminiſtrators, ſhall and will from Time, *&c.* at the Requeſt, *&c.* do, *&c.* for the further Ratifying and Confirming of theſe Preſents, and for the Maintaining, Juſtifying and Supporting all lawful and regular Proceedings, that ſhall at any Time hereafter be had, made or taken upon the ſaid Inquiſitions and Extents, or either of them, by virtue of theſe Preſents. **Provided always,** and it is hereby covenanted, concluded and agreed by and between all, *&c.* and the true Intent, *&c.* and the ſaid *A. B. &c.* for themſelves, *&c.* do by, *&c.* covenant, *&c.* to and with the ſaid Sir *J. T.* and *J. M.* jointly and ſeverally, and to and with their joint and ſeveral Executors, *&c.* that no Extent, Execution, Attachment, or other Proceſs upon the ſaid Inquiſitions or Extents, or either of them, ſhall at any Time hereafter, during the Space of 1000 Years from, *&c.* be ſued, *&c.* (*as in the Recital.*) **In Witneſs,** *&c.*

The Extents in Force, and ſhall not receive the Money nor revoke, *&c.* Proceedings.

An Aſſignment by the Sheriff of a Term of Years, taken in Execution on a Fieri Facias.

THIS Indenture made, *&c.* **Between** *B. H.* Eſq; Sheriff of the County *Palatine* of *Lancaſter*, on the one Part, and *R. B.* of, *&c.* on the other Part, **witneſſeth,** That Judgments. **whereas** the ſaid *R. B.* in the Court of Common Pleas at *Lancaſter* before the King's Juſtices there, did heretofore obtain a Judgment againſt *T. S.* late of, *&c.* for a Debt of 400*l.* and Execution. 86*s.* and 6*d.* Damages, *Whereupon* a Writ of *Fieri Facias* was afterwards ſued forth, directed to the Sheriff of the ſaid County; *And* before the Return thereof, *viz.* the —— Day of, *&c.* now laſt paſt, before the Date of theſe Preſents, was delivered to the ſaid *B. H.* then Sheriff Defendant on ſuing out Execution poſſeſſed of Leaſehold Eſtate, which is now taken in Execution. as aforeſaid, to be executed: **And whereas** the ſaid *T. S.* at the Time of the Delivery of the ſaid Writ to the ſaid Sheriff, was and ſtood poſſeſſed of and intitled to one Meſſuage, *&c.* for a certain Term or Terms of Years yet in Being, at and under certain Rents, Boons and Services, by virtue of one or more Demiſe or Demiſes thereof made, or certain meſne Aſſignments therefrom derived, or otherwiſe, which ſaid Meſſuages and Tenements, the ſaid Sheriff hath by virtue of the ſaid Writ taken in Execution and ſeiſed into his Hands: **Now this Indenture witneſſeth,** that the ſaid Sheriff, for and in Conſideration of the Sum of —— Conſideration. (*ſo much as the Eſtates are appraiſed to*) of lawful *Britiſh* Money to him by the ſaid *R. B.* at or before the Execution hereof in Hand paid, in Part of and towards the Satisfaction and Diſcharge

charge of the said Debt and Damages, the Receipt whereof the said Sheriff doth hereby acknowledge, and for divers, &c. **Hath** granted, bargained, sold, assigned and set over, and **Doth** hereby, as much as in him is, and he lawfully may, grant, &c. to the said *R. B.* **All** and every the said Messuages, &c. with the Appurtenances; **And also all** the whole Estate, Right, Title, Term of Years, Interest, Claim and Demand whatsoever, which he the said *T. S.* or any other Person or Persons in Trust for him, had, have or hath, or might, could or ought to have therein or thereunto, which the said Sheriff can or may grant, assign or set over in any wise howsoever; **And** the said Sheriff doth hereby agree that the said *R. B.* and his Assigns, shall hold and enjoy the said Premisses in as large and beneficial Manner to all Intents and Purposes, as he the said *T. S.* or his Assigns, or any other Person in Trust for him or them may, or in any wise ought to enjoy, and as he the said Sheriff is in any wise enabled, by virtue of the said Writ of *Fieri Facias*, to grant, sell or dispose of the same. **And** the said *R. B.* doth hereby for himself, his Heirs, Executors and Administrators, covenant, grant, promise and agree, to and with the said Sheriff, his Executors and Administrators, that he the said *R. B.* his Executors, Administrators and Assigns, shall and will at all Times hereafter save and keep harmless and indemnified the said Sheriff and his Under-Sheriff, their and each of their Executors and Administrators, of and from all Actions, Suits, Bills, Complaints in Law or Equity, Troubles, Charges, Damages and Expences whatsoever that may fall out, arise or be against them, or any of them, for or by Reason of this present Sale, Assignment, or the said Seisures touching the Premisses, or on any Account that may be demanded or required concerning the same. **In Witness**, &c.

Assignment. Indemnity to the Sheriff.

Assignment of Lands extended (*by an* Elegit) *on a Judgment for* 500 l. *Debt*, (*found on an Inquisition by the Sheriff, and Possession delivered*) *to a third Person, wherein the Heir of the Person against whom the Judgment was obtained, joined in order to re-assign on Payment of the Money and other Sums lent him and secured on the other Lands*, &c.

This Indenture Tripartite made, &c. **Between** *M. S. L.* of, &c. of the first Part, *T. T.* of, &c. of the second Part, and *W. T.* of, &c. and Heir of *A. R.* Widow, of the third Part. **Whereas** the said *M. S. L.* did heretofore, (that is to say) In *Hilary* Term, which was in, &c. obtain a Judgment in due Form of Law in his Majesty's Court of King's Bench at *Westminster* against the said *A. R.* Viscountess *B.* for 500*l.* and 9*l.* 12*s.* Costs of Suit, as by said Judgment remaining on Record in the said Court may appear: **And whereas** by virtue of the said Judgment a Process or Writ of Execution by way of *Elegit* was since awarded and directed to the Sheriff of the County of *B.* and by Force thereof, and an Inquisition thereon duly taken, the said Sheriff did find and certify, that the said *A. R. V. B.* on the Day the said Judgment was had and obtained against her as aforesaid, and at the Time of the taking the said Inquisition, was seised in Fee-simple of the Rectory Impropriate of *T.* with the Appurtenances in the said County of *B.* then or late in the Occupation of the said —— of the clear yearly Value of 200*l.* over and above all Reprises, and also of, &c. (*here was inserted so much as amounts to half of the Premisses found in the Inquisition*) all of the clear yearly Value of 160*l.* *a Moiety* of the Lands and Tenements found in the said recited Inquisition, the Sheriff aforesaid *did* accordingly deliver to the said *M. S. L. To hold* to her the said *M. S. L.* and her Assigns as her Freehold, according to the Form of the Statute in that Case made and provided, until 500*l.* Debt and her Costs and Damages should be fully levied, *As* by the said Judgment, *Elegit*, Inquisition and Return thereof remaining on Record in the said Court of King's Bench, Relation being thereunto respectively had, more fully and at large it doth and may appear: **Now this Indenture witnesseth**, that the said *M. S. L.* for and in Consideration of the Sum of 163*l.* of, &c. to her in Hand well and truly paid by the said *T. T.* (by the Direction and Appointment of the said *W. T.*) at, &c. and in Consideration of the Sum of 1837*l.* of like, &c. to the said *W. T.* in Hand also paid by the said *T. T.* the several and respective Receipts whereof are hereby respectively acknowledged, and for other good Causes and Considerations thereunto moving, **She** the said *M. S. L.* (by the Direction of the said *W. T.* testified, &c.) **Hath** granted, assigned, transferred and set over, and by these Presents **Doth**, &c. unto the said *T. T.* his Executors, Administrators and Assigns, **All** the said Rectory, Messuages, Lands, Tenements and Hereditaments, with their and every of their Appurtenances, delivered to the said *M. S. L.* by the said Sheriff as aforesaid, and all her Estate, Right, Title, Interest, Property, Claim and Demand whatsoever, of, in and to the same; and all her Right, Title and Interest, in and to the said Debt, Judgment, *Elegit* and Extent before recited, and all the Benefit thereof, and of and in the said Rectory, Messuages, Lands, Tenements, Hereditaments and Premisses with the Appur-

Recitals. The Judgment. The Execution thereon and the Inquisition found, and Possession delivered. Consideration. Assignment by *M. S. L.* by the Direction of *W. T.* Premisses.

tenances so delivered as aforesaid, and every Part and Parcel thereof, and all Rents Issues, and Profits of the said Premisses: **To have and to hold** the said, &c. with the Appurtenances unto the said *T.T.* his Executors, Administrators and Assigns; **And this Indenture further witnesseth,** that the said *W.T.* for the Considerations aforesaid, **Doth** granted, ratified and confirmed, and by these Presents **Doth**, &c. unto the said *T.T.* his Executors and Assigns, **The** said Rectory, &c. with the Appurtenances hereby assigned or mentioned to be assigned, **To hold** the same to the said *T.T.* his Executors, Administrators and Assigns; **And** the said *M.S.L.* for herself, her Heirs, Executors and Administrators, doth covenant, promise and agree, to and with the said *T.T.* her Executors, Administrators and Assigns, by these Presents, that she the said *M.* hath not assigned, released or discharged the said Judgment, *Elegit* or Execution, or done any Act, Matter or Thing, nor will do any Act, Matter or Thing to release, discharge or prejudice the said Debt, Judgment, *Elegit*, Execution, Extent, or the Interest of the said *T.T.* his Executors, Administrators or Assigns, in or to the same in any wise whatsoever; but that the said *T.T.* his Executors, Administrators or Assigns, shall and may, notwithstanding any Act done or to be done by her, by all good and lawful Means he lawfully may or can, receive, perceive, take and enjoy all and singular the Premisses hereby granted and assigned, or intended to be granted and assigned, and the Rents, Issues and Profits as aforesaid; **And** the said *W.T.* for himself, his Heirs, Executors and Administrators, doth, &c. to and with the said *M.S.L.* her, &c. by these Presents, that he the said *W.T.* his, &c. shall and will from Time to Time, and at all Times hereafter, save, defend, keep harmless and indemnified the said *M.S.L.* her Heirs, Executors and Administrators, and every of them, of, from and against all Troubles, Charges, Damages and Expences whatsoever that shall in any wise happen to her or them, or grow, arise or accrue by Consent, Means or Occasion of any Reservation in the Name or Names of her the said *M.S.L.* her Heirs, Executors or Administrators, by Virtue or Means of this present Assignment, or any Thing herein contained, or by Reason or Means of any Writ or Writs, Bill or Bills, Suit or Suits in any Court of Law or Equity, or by any Action or Process against the said *M.S.L.* her Heirs, Executors or Administrators, or any or either of them, touching or concerning the Premisses hereby assigned, every or any Part thereof; Breach of Covenant herein contained, and on the Part of the said *M.S.L.* to be performed, only foreprised and excepted. **And** the said *W.T.* for himself, his Heirs, Executors and Administrators, doth hereby release and discharge the said *M.S.L.* her Executors, Administrators and Assigns, from all Actions, Suits, Prosecutions and Demands whatsoever, for or by Reason of any and every the Rents, Issues and Profits by her had or received by Reason or Virtue of the above mentioned Judgment, or the Execution or Extent thereupon had; **And** it is hereby declared and agreed, by and between the said *W.T.* and *T.T.* by these Presents, that the said Judgment and Extent is so as aforesaid to the said *T.T.* assigned to protect and defend all and every the Lands, Tenements and Hereditaments so as aforesaid mentioned to be extended, and every Part of them, of and from all Incumbrances whatsoever; and that they shall be kept on Foot for that Purpose, until the said Sum of 2000*l.* being the Consideration Money of these Presents, and advanced and lent by the said *T.T.* to the said *W.T.* shall, with legal Interest from the Day before the Day of the Date of these Presents, be repaid to the said *T.T.* his Executors, Administrators or Assigns, by the said *W.T.* his Heirs, Executors, Administrators or Assigns, and afterwards to be assigned by the said *T.T.* his Executors, Administrators or Assigns, as the said *W.T.* his Heirs and Assigns, shall direct and appoint. **In Witness**, &c.

Halendum.

Confirmation by said *W.T.*

Covenants.

Has not discharged, &c.

To indemnify the Assignor.

W.T. releases the Assignor from Actions, &c.

Declaration that the Assignment is to protect Lands from Incumbrances till the Consideration Money and Interest be paid, afterwards to be assigned.

An Assignment of Leasehold Premisses taken in Execution on an Elegit *in Part of Satisfaction of a Judgment, and of the Residue of the Money due thereon, and of the Benefit of the Judgment*, &c.

THIS Indenture made, &c. **Between** *J.W.* of, &c. of the one Part, and *T.Y.* of, &c. of the other Part. **Whereas** the said *J.W.* did, in or as of *Trinity* Term last, obtain Judgment in his present Majesty's Court of King's Bench at *Westminster*, against *J.H.* late of, &c. by the Name of, &c. for a Debt of 200*l.* and 63*s.* Costs of Suit, which said Judgment still stands in full Force not annulled or made void, as by the Records of the said Court, Reference being thereunto had, may appear: **And whereas** the said Judgment was by Agreement between the said *J.W.* and *J.H.* to be only as a Security for the Payment of the Sum of 109*l.* 3*s.* 4*d.* and Interest: **And whereas** the said *J.H.* is dead (as is supposed) Intestate, and soon after his Death (no Administration of his Effects being granted to any Person or Persons whatsoever) the said *J.W.* sued out of the said Court a Writ of *Elegit* on the said Judgment, directed to the then Sheriff of *Middlesex*, and by virtue of which Writ the said Sheriff, on the 30th Day of *September* last, took an Inquisition, and thereon it was

Recitals.

Judgment for 200*l.* and 63*s.* Costs.

As Security for Payment of 109*l.* 3*s.* 4*d.* and Interest.

Debtor dead.

No Administration.

Elegit.

found

found that the said *J.H.* on the 7th Day of *June* last, on which Day the said Writ issued, and afterwards until the Time of his Death was possessed of and intitled unto the Remainder of a certain Term of 21 Years then to come and unexpired, and in all that Messuage, &c. during the Remainder of a Term of 21 Years, &c. together with the Use of, &c. during the Remainder of the said Term of 21 Years, which at any Time since the Commencement thereof had been fixed and made to, and were at the Time of the said Inquisition Part of the said Premisses; *Subject nevertheless* to the Payment of divers Sums of Money for which the same is mortgaged; the Interest thereof and the Arrears or Rent due for the same, amounting together to the Sum of 644*l.* and upwards, were in and by the said Inquisition valued or appraised at the Sum of 35*l.* **Now this Indenture witnesseth,** that the said *J.W.* for and in Consideration of the Sum of 120*l.* of, &c. to him in Hand paid by the said *T.Y.* the Receipt, &c. **Hath** bargained, &c. and by, &c. **Doth** bargain, &c. unto the said *T.Y.* his, &c. **The** said Messuage or Tenement and Premisses with the Appurtenances (**Subject** as aforesaid) for the now Remainder of the said Term, and all the Estate, Right, Title, Interest, Property, Claim and Demand of him the said *J.W.* in and to the same, and in and to the said Judgment, Writ of *Elegit* and Inquisition thereon taken, and all Benefit, Sum and Sums of Money, Profit and Advantage whatsoever which has been had or obtained, or which may be hereafter had or obtained by Reason or Means of the said Judgment, *Elegit* and Inquisition, or any Action, Execution, *Elegit* or Extent thereupon to be had, sued, taken and obtained, and all Lands and Tenements or other Things, which by virtue of any *Elegit*, Execution or other Process, may be at any Time hereafter to be had, taken or extended thereon; **And** the said *J.W.* doth hereby authorise, &c. the said *T.Y.* his, &c. his the said *J.W.*'s true and lawful Attorney, &c. to ask, demand, sue for, recover and receive of and from the Heirs, Executors or Administrators of the said *J.H.* or of or from any other Person or Persons whom it may concern, the whole Sum which now remains due on the said Judgment and unsatisfied by the said *Elegit* and Inquisition, or which shall or may become due and payable thereupon, and for such End and Purpose to prosecute, or cause to be prosecuted with Effect such *Elegit* or *Elegits*, Execution or Executions as he or they shall think fit or be advised, and upon Payment thereof to acknowledge Satisfaction upon the Record of the said Judgment, or one or more Acquittances or other sufficient Discharges for him the said *J.W.* and in his Name to give and execute for the same, ratifying and confirming whatsoever the said Attorney or Attornies shall lawfully do or cause to be done in and about the Premisses, in as full and ample Manner to all Intents and Purposes, as he the said *J.W.* could do if personally present; **And** the said *J.W.* doth for himself, his, &c. hereby covenant, &c. to and with the said *T.Y.* his, &c. that he the said *J.W.* hath not released or otherwise discharged, nor will at any Time hereafter release or otherwise discharge the said Judgment, or the Money now remaining due or to become due thereon, or any Part thereof, without the Direction or Appointment of the said *T.Y.* his, &c. first had and obtained in Writing, or the Order or Direction of some Court of Law or in Equity, but shall and will at any Time hereafter, at the Request, Costs and Charges of the said *T.Y.* his Executors, Administrators or Assigns, do and execute any further and other needful and reasonable Act, Deed or Assignment, the better to enable him or them to receive the Money now due or hereafter to become due and payable on the said Judgment; **And lastly,** the said *T.Y.* for himself, his, &c. doth hereby covenant, &c. to and with the said *J.W.* his, &c. that he the said *T.Y.* his, &c. shall and will from Time to Time and at all Times hereafter, well and sufficiently save harmless and keep indemnified the said *J.W.* his Executors and Administrators, of and from all Damages, Costs and Charges he or they may sustain or be put unto, for or by Reason or Means of any future Proceedings to be had or taken by the said *T.Y.* his, &c. upon or by virtue of the said Judgment. **In Witness,** &c.

Appraisement. Consideration. Letter of Attorney. Covenant has not released, &c.

An Assignment of Lands extended on a Statute, and delivered by Writ of Liberate *to the Assignor,* Habendum *for the whole Term of the Assignor.*

—— (*a*) **Whereas** *J.W.* on the —— Day of, &c. by one Writing obligatory, bearing Date the same Day, &c. acknowledged and sealed before, &c. according to the Statute provided for Recovery of Debts, did acknowledge himself to owe and bind himself to pay to the said *T.A.* the Sum of, &c. at, &c. in the Payment of which said Sum the said *J.* has hitherto made Default; *By* Reason whereof the said *T.A.* has sued out Execution upon the said Writing obligatory, and thereupon in due Form of Law has extended certain Houses, &c. in

Recital of the Statute. Default in Payments. Lands extended.

(*a*) See Tit. **Recitals.**

in, &c. of the yearly Value of, &c. whereof the ſaid *J.* after the Making and Sealing of the ſaid Writing obligatory, was ſeiſed in his Demeſne as of Fee; *All* which ſaid Houſes, &c.

Liberate. by virtue of the King's Majeſty's Writ of *Liberate*, bearing Teſt, &c. were delivered in Execution for the ſaid Debt to the ſaid *T. H.* on the —— Day of, &c. *To hold* to him and his

Habendum till Debt, &c. ſatisfied. Aſſigns as his Freehold, until the ſame Debt with his Coſts and Damages in that Behalf ſuſtained, ſhould be fully ſatisfied, *As* by the Writ of the ſaid Extent and Writ of *Liberate* aforeſaid, and by the Return of the ſame Writs remaining of Record in the High Court of

Aſſignment. Chancery, more at large will appear: **Now**, &c. **All** the Intereſt, Right, Eſtate, Title and Term whatſoever, which the ſaid *T. H.* hath or ought to have in or to the ſaid Houſes, &c.

Exception. mentioned in the ſaid Writ of *Liberate*, with all and ſingular her Appurtenances, (**Except** only one Parcel thereof extended, at the yearly Value of, &c. only, *viz.* The Tenements in, &c.) **And all** and ſingular Writings, Muniments and Specialties concerning the ſaid Term, Eſtate and Intereſt, which the ſaid *T. H.* hath in the Premiſſes; **As alſo** all the Rents, Iſſues and Profits ariſing, &c. out of all the ſaid Houſes, &c. mentioned in the ſaid Writ of *Liberate* (except, &c.) ſince the —— Day of, &c. until the Time of the Sealing and Delivery of theſe

Habendum. Preſents; **To have and to hold** all the ſaid Houſes, &c. and all other the Premiſſes with their Appurtenances, and all the Eſtate and Intereſt of the ſaid *T. H.* of and in the ſame, (except, &c.) to, &c. for and during all ſuch Eſtate, Term and Intereſt, as the ſaid *T.* by Force or Virtue of the ſaid Writs of Extent and *Liberate*, and Execution of the ſame, and Returns thereof, or otherwiſe hath, or may or ought to have, in the above bargained and aſſigned Premiſſes now to come. **And**, &c. (*Covenant that the Premiſſes are and ſhall ſtand free from Incumbrances*, &c. **In Witneſs**, &c.

XXI. Of Judgments and Decrees.

Of a Judgment by Deed Poll.

To all, &c I *F. J.* of —— ſend Greeting. **Whereas** there is a Judgment for —— *l.* on Record, in the Court of —— at *Weſtminſter*, againſt *R. C.* of —— at the Suit of me the ſaid *F. J.* as by the Records of the ſaid Court remaining in the Treaſury of the ſaid Court at *Weſtminſter* doth at large appear; upon which Judgment Execution hath been lately ſued forth: **Now know ye**, That I the ſaid *F. J.* for divers good Cauſes and Conſiderations me hereunto moving, have granted, transferred, aſſigned and ſet over, and by theſe Preſents do clearly and abſolutely grant, transfer, aſſign and ſet over unto *J. F.* of —— his Executors, Adminiſtrators and Aſſigns, as well the ſaid Judgment for the —— aforeſaid, as alſo all Benefit, Profit, Sum and Sums, and Advantage whatſoever, that now is, or hereafter ſhall or may be obtained by Reaſon or Means of the ſame, or of any Execution thereupon now had or to be had, ſued, executed or obtained, and all the Eſtate, Right, Title, Intereſt and Demand whatſoever, which I the ſaid *F. J.* have or ought to have or claim of, in or to the ſaid Judgment, or any Sum of Money, Lands or Tenements, which by virtue thereof, or of any Proceſs or Execution thereupon ſued or to be ſued, is or which ſhall be recovered,

Letter of Attorney to proſecute. obtained or gotten. **And further**, I the ſaid *F. J.* do by theſe Preſents make, ordain, conſtitute, authorize and appoint the ſaid *J. F.* to be my true and lawful Attorney, for me and in my Name to ſue and proſecute the Execution upon the ſaid Judgment, and upon Compoſition or Agreement made concerning the Premiſſes, to acknowledge Satisfaction, or to make and do any other Releaſe or Diſcharge for the ſame; and all and every other Act and Acts, Thing or Things whatſoever, as ſhall be requiſite in and about the Premiſſes, I covenant,

Covenant that no Diſcharge of Judgment has been or will be made. promiſe and agree to allow, eſtabliſh and confirm by theſe Preſents. **And** I the ſaid *F. J.* for myſelf, my Executors and Adminiſtrators, do covenant, promiſe and agree, to and with the ſaid *J. F.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, in Manner and Form following, that is to ſay, That I the ſaid *F. J.* have never made or executed any Releaſe or other Diſcharge of the ſaid Judgment, or of any Execution which hath been or ſhall be thereupon ſued or executed; neither will nor ſhall I the ſaid *F. J.* my Executors or Adminiſtrators, at any Time hereafter make, commit, or do any Releaſe, Act or Thing whatſoever, whereby the ſaid Judgment, or any Execution which hath been thereupon ſued or executed, or which ſhall be thereupon ſued or executed at any Time hereafter by the ſaid *J. F.* or his Aſſigns, ſhall be in any manner or wiſe hurt, hindered, diſabled, debarred or extinguiſhed without the Conſent of the ſaid *J. F.* his Executors, Adminiſtrators or Aſſigns, thereunto

That Aſſignor will confirm Proceedings on Judgment. firſt had in Writing; **And further**, That I the ſaid *F. J.* my Executors and Adminiſtrators, ſhall and will, at all Times hereafter, on Requeſt made, and at the Coſts and Charges of the ſaid *J. F.* his, &c. maintain, juſtify, allow and confirm all ſuch lawful Actions, Suits, Proceſs, Executions and Proceedings whatſoever, as have been or hereafter ſhall be brought, ſued

forth

forth or proſecuted againſt the ſaid *R. C.* his Heirs, Executors, Adminiſtrators or Aſſigns, his, their or any of their Tenements, Lands and Goods, upon or by Reaſon of the ſaid Judgment. **And**, &c. (*Add a Covenant for peaceable Enjoyment.* Vide *Tit.* **Covenants.**) **In Witneſs**, &c.

Aſſignment of a Judgment after a Verdict.

THIS Indenture, made, *&c.* **Between** *A.* of the one Part, and *B.* of the other Part. **Whereas** upon a Trial had on the firſt Day of this Inſtant *June* in the Court of Common Pleas at *Weſtminſter-Hall*, before Sir *J. W.* Knt. Lord Chief Juſtice of his Majeſty's Court of Common Pleas, between the ſaid *A.* Plaintiff, and *C.* and *D.* of, *&c.* Defendants, in a Plea of Treſpaſs upon the Caſe, the ſaid Plaintiff *A.* obtained a Verdict againſt the ſaid *C.* and *D.* for 148*l.* 5*s.* Damages over and above the Coſts and Charges of Suit, which Coſts and Charges have been ſince taxed at the Sum of 19*l.* 15*s.* and on the 9th Day of this Inſtant *June* Judgment was ſigned on the *Poſtea* by Mr. Prothonotary *Barrett* for 167*l.* 10*s.* as by the ſaid Record and *Poſtea* of the ſaid Judgment, now in the Hands of the ſaid *B.* (Relation being thereunto had) may more at large appear: **Now this Indenture witneſſeth**, that for and in Conſideration of the Sum of 167*l.* 10*s.* of, *&c.* to the ſaid *A.* in Hand well and truly paid by the ſaid *B.* at or before, *&c.* the Receipt, *&c.* **He** the ſaid *A.* **Hath** aſſigned, transferred and made over, and by theſe Preſents *Doth* aſſign, *&c.* unto the ſaid *B.* **The** ſaid Judgment, and the full and whole Benefit thereof, and all Intereſt, Coſts, Sum or Sums of Money now due or recoverable, or at any Time hereafter to become due or recoverable by Virtue thereof; **To have and to hold** the ſaid Judgment, together with the Principal, Intereſt and Coſts ſecured thereby, unto the ſaid *B.* his Executors, Adminiſtrators and Aſſigns, from henceforth, to and for his and their own proper Uſe and Benefit for ever. (*Letter of Attorney*) —— The ſaid *A.* hereby giving and granting unto the ſaid *B.* his full and whole Power and Authority in the Premiſſes, (*and declaring*) that he will ratify and confirm, and hold for ratified and confirmed all and whatſoever the ſaid *B.* ſhall lawfully do or cauſe to be done in the Premiſſes. **And** the ſaid *A.* for himſelf, *&c.* (*The uſual Covenants*). **In Witneſs**, &c.

An Aſſignment of a Judgment by Indenture in Satisfaction of Part of Mortgage Money, ſubject to the Proviſo in the Mortgage.

THIS Indenture Tripartite, made, *&c.* **Between** Sir *C. B.* of, *&c.* Bart. of the firſt, *W. W.* of *Lincoln's Inn* in the County of *Middleſex*, Gent. of the ſecond Part, and the Honourable *M. G.* of, *&c.* the Honourable *D. G.* of, *&c.* and *J. C.* of, *&c.* [*All by ſame Additions as in Mortgage Deed*] of the third Part. **Whereas** the ſaid *W. W.* did in or about *T.* Term in the Year, *&c.* recover one Judgment in his preſent Majeſty's Court of *K. B.* at *Weſtminſter*, againſt the ſaid Sir *C. B.* for the Sum of 2000*l.* Debt upon Bond, beſides Coſts of Suit, as by the Records of the ſaid Judgment, (Relation being thereunto had) may more fully and at large appear: **Now this Indenture witneſſeth**, that for and in Conſideration of the Sum of 1050*l.* of, *&c.* to the ſaid *W. W.* in Hand well and truly paid by the ſaid *M. G. D. G.* and *J. C.* at, *&c.* (by the Direction and Appointment of the ſaid Sir *C. B.* teſtified, *&c.*) being Part of the Sum or Conſideration Money of 6000*l.* mentioned in Indenture bearing Date the 13th Day of *March* laſt paſt, made or mentioned to be made between the ſaid Sir *C. B.* and Dame *A.* his Wife of the one Part, and the ſaid *M. G. D. G.* and *J. C.* of the other Part, the Receipt and Payment of which ſaid Sum of 1050*l.* the ſaid *W. W.* doth hereby acknowledge, and thereof, *&c.* **He** the ſaid *W. W.* (by the Direction and Appointment of the ſaid Sir *C. B.* teſtified as aforeſaid) **Hath** aſſigned and ſet over, and by theſe Preſents doth aſſign and ſet over unto the ſaid *M. G. D. G.* and *J. C.* their Executors, Adminiſtrators and Aſſigns, the ſaid Judgment herein before in Part recited or mentioned, and all Sum and Sums of Money thereon due or payable, and all Benefit and Advantage whatſoever to be had or taken upon or by Reaſon of the ſaid Judgment, or any Execution had or taken, or to be had or taken out thereupon; **To hold** unto the ſaid *M. G. D. G.* and *J. C.* their Executors, Adminiſtrators and Aſſigns for ever; **Subject nevertheleſs** to and under the Proviſo of Redemption upon Payment of the ſaid Principal Sum of 6000*l.* mentioned and contained in the ſaid Indenture bearing Date, *&c.* **And** the ſaid *W. W.* doth by theſe Preſents make, ordain, conſtitute, authorize and appoint the ſaid *M. G. D. G.* and *J. C.* and the Survivors and Survivor of them, his true and lawful Attorney and Attornies irrevocable, in his Name, Place and Stead, to ſue and proſecute upon the ſaid Judgment, and to procure any farther Judgment or Judgments, Execution or Executions, againſt the ſaid Sir *C. B.* his

Recital of the Judgment.

Conſideration.

Part of the 6000*l.* lent on the Mortgage.

Aſſignment.

Habendum.

Subject to the Proviſo in Mortgage, *&c.*

Letter of Attorney.

Heirs, Executors or Administrators, for the said Monies secured by the said Judgment; and upon Satisfaction given to acknowledge Satisfaction upon the Record of the said Judgment, or to make and do any other Release and Discharge for the same; and farther to do all and every other Act and Acts, Thing and Things whatsoever, which shall be requisite and needful to be done in or about the Premisses, so fully as if the said *W. W.* might or could do the same, being personally present at the doing thereof. **And** the said *W. W.* for himself, his Executors and Administrators, and every of them, doth covenant with the said *M. G. D. G.* and *J. C.* their Executors and Administrators, that he the said *W. W.* his Executors and Administrators, and every of them, shall and will justify, allow, ratify and confirm all and whatsoever the said *M. G. D. G.* and *J. C.* or the Survivors or Survivor of them, or the Executors or Administrators of the Survivor of them, shall lawfully do or cause to be done in or about the Premisses, at his, her and their Costs and Charges; **And** that neither he the said *W. W.* his Executors nor Administrators, nor any of them, will revoke or make void this Letter of Attorney, nor any Authority hereby given to the said *M. G. D. G.* and *J. C.* their Executors or Administrators; nor shall hereafter release the said Judgment, nor enter Satisfaction upon the same, without the Consent in Writing first had of the said *M. G. D. G.* and *J. C.* or the Survivors or Survivor of them, or of their Assigns, or of the Executors, Administrators or Assigns of the Survivor of them. **And** the said *M. G. D. G.* and *J. C.* for themselves jointly and severally, and for their several Heirs, Executors and Administrators, do covenant with the said *W. W.* his Heirs, Executors and Administrators, by these Presents, that they the said *M. G. D. G.* and *J. C.* their Executors and Administrators, shall and will from Time to Time, and at all Times hereafter, save and keep harmless and indemnified the said *W. W.* his Executors and Administrators, of, for, from and concerning all Costs and Charges whatsoever which shall or may any way become payable by or be recovered against the said *W. W.* his Executors or Administrators, by Means or Occasion of any Action or Actions, Suit or Suits to be brought or prosecuted in the Name of the said *W. W.* his Executors or Administrators, by Virtue of any Power or Authority hereby given unto the said *M. G. D. G.* and *J. C.* their Executors or Administrators. **In Witness**, &c.

Covenant from Mr. *W.* &c. Assignor, &c. *viz.* To justify, &c.

Not to revoke Letter of Attorney, &c.

Not to release or enter Satisfaction on said Judgment without Consent, &c.

Covenant from Assignees to indemnify Assignor, &c.

An Assignment of a Judgment by Confession on a Warrant of Attorney, (which was given for securing an Annuity payable on a Bond) in Trust as a Collateral Security for the Repayment of Mortgage Money, by the Judgment-Creditor, (at the Request of the Debtor) in Consideration of his being paid Money by the Cestuy que Trust, *in full Satisfaction of the Bond and Judgment, which Money is in Part of Money lent the said Judgment-Debtor on a Mortgage by the* Cestuy que Trust; *with a Proviso to re-assign on Payment of the Mortgage Money.*

This Indenture Tripartite, made, &c. **Between** *A. D.* of the first Part, Sir *O. B.* of, &c. Bart. of the second Part, and *W. G.* of, &c. Esq; and *J. R.* of, &c. Esq; (a Trustee nominated and appointed by the said *W. G.* for the Intent and Purpose herein after mentioned) of the third Part. **Whereas** the said Sir *O. B.* by his Bond or Obligation bearing Date on or about, &c. became and stood bound unto the said *A. D.* in the penal Sum of ——— *l.* with Condition thereunder written, that if the said Sir *O. B.* should well and truly pay unto the said *A. D.* his, &c. one Annuity or yearly Rent of ——— *l.* during the joint Lives of him the said Sir *O. B.* and him the said *A. D.* payable Quarterly, clear of all Taxes and Deductions whatsoever, in such Manner as therein mentioned: **And whereas** for the better securing Payment of the said Annuity unto the said *A. D.* he the said Sir *O. B.* by his Warrant of Attorney bearing even Date with the said Bond, did authorize and impower the Attornies therein named to enter up Judgment upon the said Bond for the said Sum of—— by Virtue of which said Warrant of Attorney Judgment was entred up in his Majesty's Court of *K. B.* accordingly, as in and by the said Bond, and the said Judgment now remaining of Record in the said Court, Relation, &c. respectively, &c. **And whereas** there is now justly due and owing from the said Sir *O. B.* to the said *A. D.* for the Arrears of the above mentioned Annuity so secured to him by Virtue of the said recited Bond and Judgment, and for Costs and Charges touching the same, in the whole the Sum of ——— *l.* **And whereas** by Indentures of Lease and Release, the Lease bearing Date the Day next before the Date hereof, and the Release bearing even Date herewith, and both executed immediately before these Presents, and made or mentioned to be made between the said Sir *O. B.* and *F. B.* Esq; (eldest Son of the said Sir *O. B.* begotten on the Body of Dame *S.* his Wife) of the one Part, and the said *W. G.* of, &c. of the other Part, *They* the said Sir *O. B.* and *F. B.* (in Consideration of the Sum of 13000 *l.* in the said Indenture of Release mentioned to be to them, or one of them,

Recitals,
1. Of a Bond of Annuity from Sir *O. B.* to *A. D.*

2. Of a Warrant of Attorney to confess Judgment thereon.

3. Judgment entred.

4. Of what is now due.

5. Of a Mortgage from Sir *O. B.* and his eldest Son to *W. G.*

them, or by their or one of their Direction paid by the said *W. G.*) *Have* granted and released unto and to the Use of the said *W. G.* his Heirs and Assigns for ever, *All* that the Manor, *&c. Subject nevertheless* to a Proviso in the said Indenture of Release contained for making void thereof on Payment of the said Sum of 13000 *l.* and the Interest thereof, by them the said Sir *O. B.* and *F. B.* their, *&c.* unto the said *W. G.* his, *&c.* at the Place, on the several Days and in Manner as in the same Indenture is mentioned and expressed; as in and by the said in Part recited Indentures of Lease and Release, Relation, *&c.* **And whereas**, previous to and before the executing of the said recited Indenture of Release, and as and for a Collateral or further Security for Payment of the said Principal Sum of 13000 *l.* and Interest unto the said *W. G. It was agreed*, that the said recited Judgment, and all Monies secured thereby, should be assigned unto the said *J. R. In Trust* for the said *W. G.* in such Manner and *Subject* as herein after is in that Behalf mentioned and expressed: **Now this Indenture witnesseth**, that in Pursuance and Performance of the said recited Agreement, and for and in Consideration of the said Sum of —— *l.* of, *&c.* (being Part of the said Sum of 13000 *l.* in the said recited Indenture of Release mentioned to be paid by the said *W. G.* to the said Sir *O. B.* and *F. B.* by their Direction) to the said *A. D.* (at the Request and by the Direction and Appointment of the said Sir *O. B.* testified, *&c.*) in Hand, *&c.* at, *&c.* in full Satisfaction and Discharge as well of all Monies by him the said *A. D.* paid to the said Sir *O. B.* for the Purchase of the aforesaid Annuity, as also for all Arrears of the said Annuity so secured to him the said *A. D.* by Virtue of the said recited Bond and Judgment, and of all other Monies whatsoever now secured to him by Virtue thereof, the Receipt of which said Sum of —— *l.* he the said *A. D.* doth hereby acknowledge, and thereof, *&c.* doth acquit, *&c.* the said *W. G.* his, *&c.* by these Presents; and also for and in Consideration of the Sum of 10*s.* of like lawful Money to the said *A. D.* in Hand paid by the said *J. R.* at or before the executing hereof, the Receipt whereof is by him hereby acknowledged, he the said *A. D.* at the Request and by the Direction of the said Sir *O. B.* and at the Nomination and Appointment of the said *W. G.* testified by his being a Party to and executing of these Presents, **hath** bargained, sold, assigned, transferred and set over, and by the Presents **Doth** bargain, *&c.* to the said *J. R.* **As well** the said recited Judgment, and all Sum and Sums of Money therein mentioned and thereby secured, and all Benefit and Advantage whatsoever to be had, made, taken or obtained, upon or by Virtue thereof, or of any Process, Extent, or other Execution or Executions whatsoever to be thereupon had, sued out and executed; **As also** all Arrears of the said Annuity secured by Virtue of the said recited Bond and Judgment, which are now due and owing to him the said *A. D.* **To have**, hold, receive, take and enjoy the said hereby assigned Judgment, Monies, Extents, and all and singular the herein before mentioned and intended to be hereby assigned Premisses, unto and to the Use of the said *A. D.* his Executors, Administrators and Assigns, as and for his and their own proper Monies for evermore, **Together** with full and absolute Power for him the said *J. R.* his Executors, Administrators and Assigns, in the Name of him the said *A. D.* to sue out and prosecute, or cause to be sued out and prosecuted, any Writ or Writs of Execution upon the said Judgment against him the said Sir *O. B.* and *F. B.* their Heirs, Executors and Administrators, and their and every of their Goods and Chattels, Lands and Tenements, for recovering and receiving of all and every the Sum and Sums of Money thereby secured, and also to release and discharge the same, and that in as full, large, ample and beneficial Manner, to all Intents, Constructions and Purposes whatsoever, as he the said *A. D.* his, *&c.* or any or either of them, could or might have had, received or enjoyed the same, in case these Presents had not been made; **In Trust nevertheless** for the said *W. G.* his Executors, Administrators and Assigns, for the further and better securing Payment of the said Sum of 13000 *l.* so by him lent and paid as aforesaid, together with the Interest thereof, according to the true Intent and Meaning of the said recited Indenture of Release; **Subject nevertheless** to the Proviso herein after contained. **And** the said *A. D.* for himself, his Heirs, Executors and Administrators, doth hereby covenant to and with the said *J. R.* his Executors, Administrators and Assigns, in Manner as follows, that is to say, That the said Sum of —— *l.* so paid to him the said *A. D.* by the said *W. G.* as aforesaid, * is now justly due and owing from him the said Sir *O. B.* to him the said *A. D.* and that no Part thereof hath been at any Time paid or received; **And** that he the said *A. D.* hath not at any Time heretofore assigned, released or discharged the said Judgment, or any Sum of Money therein mentioned, or thereon due or to be due or payable, or any Part thereof; **And that** the said *A. D.* his Executors or Administrators, shall not nor will at any Time or Times hereafter assign, release or discharge the said Judgment and Monies thereby secured or any Part thereof, or any Execution or Process to be taken by Virtue thereof, without the Consent of the said *J. R.*

6. Of Agreement, previous to the Mortgage that said Judgment should be assigned as a Collateral Security.

Consideration.

Assignment of the Judgment,

and Arrears of the Annuity.

Habendum for ever,

together with Power to sue, *&c.*

in Trust for *W. G.* for the farther securing the Payment of the Mortgage Money, subject *ut postea.*

The Assignor covenants that the Money so paid to him is due.

That he has not discharged the Judgment, nor will he discharge it, *&c.*

* This is unnecessary, if Sir *O. B.* admits it.

his

his Executors, Administrators and Assigns, first had and obtained in Writing for that Purpose.

Proviso that the Mortgage Money is paid pursuant to the Mortgage Deed, the Judgment shall be re-assigned,

Provided always, and it is hereby agreed and declared by and between all and every the Parties to these Presents, that if they the said Sir *O. B* and *F. B.* their Heirs and Assigns, shall and do well and truly pay or cause to be paid unto him the said *W. G.* his Executors, Administrators and Assigns, the said Sum of 13000*l.* and the Interest thereof, at the Place on the several Days, and in the Manner as the same, in and by the Proviso in the said recited Indenture of Release contained, is mentioned and appointed for Payment thereof, according to the true Intent and Meaning of the said Indenture; that then the said *W G.* his Executors, Administrators and Assigns, (at the Request and Charge of the said Sir *O. B.* and *F. B.* their Heirs and Assigns) shall and will re-assign the said hereby assigned Judgment, and all and every Sum and Sums of Money thereby secured, unto the said Sir *O. B.* and *F. B.* their Heirs, Executors or Assigns, or to such other Person or Persons as he or they shall direct or appoint.

at the Re assignor's Place of Abode.

Provided, and so as no Person for the doing thereof, be obliged or compelled to go from his, her or their then Place of Habitation or Abode.

Agreement that no Execution shall be taken out upon the Judgment till Default in Payment of Mortgage Money.

And lastly, it is hereby agreed and declared by and between all and every the said Parties to these Presents, that no Writ of Execution, Process or any other Advantage whatsoever, shall be had or taken against the said Sir *O. B.* and *F. B.* their Heirs, Executors or Administrators, or against his, their or any of their Goods or Chattels, Lands, Tenements and Hereditaments, upon the said hereby assigned Judgment, until Default shall be made in Payment of the said Sum of 13000*l.* and Interest, or some Part thereof, contrary to the true Intent and Meaning of the said Proviso in the said recited Indenture of Release contained. **In Witness,** &c.

An Assignment of a Judgment in a Suit in the Exchequer on a common Bond for Payment of Money, by surviving Executors, on the like Trusts, and for the same Purposes, as in the last Precedent.

This Indenture Tripartite, made, *&c.* **Between** the Right Honourable *J.* Earl of *W.* (late the Honourable *J. F.* Esq;) the Honourable and the Reverend *J. K.* Doctor in Divinity, surviving Executors of the last Will and Testament of Sir *F. D* late of, *&c.* Bart. deceased, of the first Part, Sir *O. B.* of, *&c.* of the second Part, and *W. G.* of, *&c.* and *J. R.* of, *&c.* a Trustee nominated and appointed by the said *W. G.* for the Intent and Purpose herein after mentioned, of the third Part.

Recital of a Bond to Sir *F. D.*

Whereas the said Sir *O. B.* by his Bond or Obligation bearing Date, *&c.* became and stood bound to the said Sir *F. D.* in the penal Sum of 12000*l.* with Condition thereunder written, that if the said Sir *O. B.* should well and truly pay unto the said Sir *F. D.* his Executors, Administrators or Assigns, the Sum of 6000*l.* in such Manner as therein mentioned, then the said Obligation to be void, *&c.*

Sir *F. D.*'s Death. Will.

And whereas the said Sir *F. D.* sometime since departed this Life, having first made and published his last Will and Testament in Writing, and thereof constituted and appointed the Honourable * the Lady *E. D.* his Wife (since deceased) the said *J. E.* of *W.* (then the Honourable *J. F.*) the said *D. W.* and the said *J. K.* Executors thereof:

His Executors, who sue on the Bond and get Judgment.

And whereas the said Lady *E. D. J. E.* of *W. D. W.* and *J. K.* by Virtue of, and as Executors of the Will of the said Sir *F. D.* became legally intitled to the said Principal and Interest Money due on the said recited Bond, *Did* in *T.* Term in the —— Year of his Majesty's Reign, recover and obtain a Judgment against the said Sir *O. B.* in his Majesty's Court of Exchequer at *Westminster* upon the said Bond, for the said Sum of 12000*l.* Debt, besides Costs of Suit, as by the Record of the said Judgment remaining in the said Court appears: **And whereas** by Indenture, *&c.* (*Recital of a Mortgage from Sir* O. B. *and his Son to* W. G. *for* 10,000 l. *and of an Agreement, previous to the Mortgage, as in the first Precedent*):

Consideration.

Now this Indenture witnesseth, that in Pursuance and Performance of the said recited Agreement, and for and in Consideration of the said Sum of 1427*l.* 18*s.* 8*d.* of, *&c.* in Hand paid to them the said (*several Executors*) being Part of the said Sum of 10000*l.* in the said Indenture of Release mentioned to be paid by the said *W. G.* at the Request and by the Direction of the said Sir *O. B.* and *H. B.* to the said (*three Executors*) or one of them, at the Request and by the Direction of the said Sir *O. B.* testified, *&c.* in Hand well and truly paid by the said *W. G.* at or before the Sealing and Delivering of these Presents, in full Satisfaction and Discharge of all Monies whatsoever, secured by Virtue of the said recited Judgment, and now due and owing to them the said (*three Executors*) as surviving Executors of the said Sir *F. D.* as aforesaid, the Receipt of which said Sum of 1427*l.* 18*s.* 8*d.* they the said (*three Executors*) do hereby respectively acknowledge, and thereof and of and from every Part and Parcel thereof, do and each of them doth

* An Earl's Daughter.

acquit,

acquit, exonerate and for ever diſcharge the ſaid *W.G.* his Executors, Adminiſtrators and Aſſigns by theſe Preſents; and alſo for and in Conſideration of the Sum of 10*s.* of like lawful Money to the ſaid (*three Executors*) in Hand paid by the ſaid *J.R.* at, *&c.* the Receipt, *&c.* they the ſaid (*three Executors*) at the Requeſt and by the Direction of the ſaid Sir *O.B.* and at the Nomination and Appointment of the ſaid *W.G.* reſpectively teſtified as aforeſaid, **have** and each and every of them **hath** aſſigned, transferred and ſet over, and by theſe Preſents **do**, &c. unto the ſaid *J.R.* **The** ſaid recited Judgment and all Sum and Sums of Money therein mentioned and thereby ſecured, and all Benefit and Advantage whatſoever to be had, made, taken or obtained, upon or by virtue thereof, or of any Proceſs, Extent or other Execution or Executions whatſoever, to be thereupon had, ſued out and executed; **To have**, &c. (Habendum, *with Power to ſue*, &c. *in Truſt*, &c. *as in the laſt Precedent*): **And** the ſaid (*three Executors*) each ſeparately and apart, for himſelf and for his reſpective Executors and Adminiſtrators, and his own Acts only, and not jointly, or for the Acts of another, do ſeverally covenant, promiſe and agree to and with the ſaid *J.R.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, in Manner as follows, *viz. &c.* (*Have not, nor will releaſe, and the like Proviſo and Agreement as in the laſt Precedent.*) **And laſtly**, the ſaid *W.G.* for himſelf, his Executors and Adminiſtrators, doth hereby covenant, promiſe and agree to and with the ſaid (*three Executors*) that he the ſaid *W.G.* his Executors or Adminiſtrators, ſhall and will from Time to Time, and at all Times hereafter, ſave, defend, keep harmleſs and indemnified the ſaid (*three Executors*) and each and every of them, and each and every of their Heirs, Executors and Adminiſtrators, and their and every of their Lands, Tenements, Goods and Chattels, of, from and againſt all Coſts, Charges, Expences and Damages whatſoever, which ſhall or may at any Time hereafter happen or accrue, to or againſt them or any or either of them, or any or either of their Lands, Tenements, Goods or Chattels, for or by Reaſon of any Writ, Proceſs, Proceeding or Proſecution, which ſhall or may be had or taken upon the ſaid herein aſſigned Judgment, for the recovering or receiving the ſaid 10000*l.* and Intereſt, or any Part thereof, in the Names of them the ſaid (*three Executors*) any or either of them. **In Witneſs**, &c. (*a*)

Indemnity of the Executors.

Another Aſſignment of a Judgment, as a further Security on a Transfer of a Mortgage in Fee, and an Aſſignment of a Bond and a Judgment in Ejectment, and other Debts, &c. to a Truſtee, in Truſt for a Feme Covert.

This Indenture Quinquepartite, made, *&c.* **Between** *W.G.* of, *&c.* of the firſt Part, *J.M.* of, *&c.* of the ſecond Part, *P.G.* of, *&c.* and *E.* his Wife, (late *E.M.* Widow,) of the third Part, *B.G.* of, *&c.* of the fourth Part, and *H.B.* of, *&c.* of the fifth Part. **Whereas** the ſaid *J.M.* by his Bond or Obligation bearing Date, *&c.* became and ſtood bound unto the ſaid *W.G.* in the penal Sum of 2667*l.* conditioned that if the ſaid *J.M.* ſhould well and truly pay unto the ſaid *W.G.* his Executors or Aſſigns, the Sum of —— in ſuch Manner as therein mentioned, then, *&c.* as by, *&c.* **And whereas** the ſaid *W.G.* did, in *Eaſter* Term in the —— Year of his preſent Majeſty's Reign, recover and obtain a Judgment againſt the ſaid *J.M.* in his Majeſty's Court of —— at *Weſtminſter*, upon the ſaid Bond for the ſaid Sum of 2667*l.* Debt, beſides Coſts of Suit, as by the Record of the ſaid Judgment remaining in the ſaid Court upon a Roll numbered 438 may appear: **And whereas** by Indenture of Leaſe and Releaſe and Aſſignment, the Leaſe bearing Date the Day next before, and the Releaſe bearing even Date herewith, and both executed immediately before theſe Preſents, the ſaid Indenture of Releaſe and Aſſignment being *Quinquepartite*, and made or mentioned to be made between the ſaid *W.G.* of the firſt Part, *R.V.* of, *&c.* (*his Truſtee*) of the ſecond Part, the ſaid *J.M.* of the third Part, the ſaid *P.G.* and *E.* his Wife of the fourth Part, and *B.G.* of the fifth Part; **Whereby** (after reciting as therein is recited, and for the ſeveral Conſiderations therein mentioned) **All** that Freehold Meſſuage, *&c.* are by him the ſaid *R.V.* at the Requeſt and by the Direction of the ſaid *J.M.* and *W.G.* and at the Nomination of the ſaid *P.G.* and *E.* his Wife, bargained, ſold, releaſed and conveyed unto and to the Uſe of the ſaid *B.G.* his Heirs and Aſſigns for ever; *In Truſt nevertheleſs* for the ſaid *E.G.* her Heirs and Aſſigns, and to be levied and diſpoſed of as ſhe or they at any Time ſhould direct or appoint, (*Subject nevertheleſs* to the Proviſo therein contained and herein after mentioned, for Redemption of the ſaid Premiſſes); *And* by the ſaid Indenture *Quinquepartite*, the ſaid *W.G.* (for the Conſiderations therein mentioned, and by and with the Conſent of the ſaid *J.M.* and at the Nomination of the ſaid *P.G.* and *E.* his Wife, teſtified as therein alſo

Recitals, *viz.* As to the Bond and Judgment.

As to the Security of even Date.

As to the Releaſe therein of the Freehold Premiſſes.

As to the Aſſignment therein of a Bond from the Duke of *W.*

(*a*) The Executors to have a Part executed by Sir *O. B.* and Mr. *G.*

mentioned) *Hath* assigned and transferred unto the said *B. G. As well* a Bond, dated, &c. therein recited to have been given by the late Duke of *W.* to the said *J. M.* in the Penalty of 800*l.* conditioned for Payment to the said *J. M.* of 370*l.* and Interest, and therein also recited to have been by the said *J. M.* assigned to the said *W. G.* together with all Sums of Money then due or to become due on the same Bond; *As also* a Judgment in Ejectment therein mentioned to have been obtained by the said *W. G.* against the said *J. M.* Tenant of the said Messuages, Lands and Premisses thereby released; *To hold*, receive, take and enjoy the same Premisses unto the said *B. G.* his Executors and Assigns, from thenceforth as and for his and their own proper Monies: *In Trust nevertheless* for the said *E. G.* her Executors and Assigns, in Manner as aforesaid, and also subject to such Redemption as herein after also is mentioned; *And* by the said Indenture *Quinquepartite*, the said *J. M.* for the Considerations therein mentioned, and by the like Nomination of the said *P. G.* and *E.* his Wife, testified as aforesaid, hath assigned unto the said *B. G.* several Debts by Note and Book then due from the said late Duke of *W.*'s Estate to the said *J. M. To hold*, receive and enjoy the same unto the said *B. G.* his Executors and Assigns, from thenceforth, as and for his and their own proper Monies; *In Trust nevertheless* for the said *E. G.* her Executors and Assigns, and to be assigned and disposed of, as she or they at any Time should direct or appoint; *Subject nevertheless* to a Proviso in the said Indenture *Quinquepartite* contained for Redemption as well of the thereby released Messuage, Lands and Premisses, as also of all and singular the thereby several Monies and Premisses thereby respectively assigned on Payment by the same *J. M.* his Heirs, Executors, Administrators or Assigns, unto the said *B. G.* his Executors, Administrators and Assigns, (*Nevertheless in Trust* for the said *E. G.* her Executors and Assigns), of the Principal Sum of 1602*l.* 17*s.* together with Interest for the same, after the Rate of 5*l. per Cent. per Annum*, upon the —— Day of —— *As* in and by the said in Part recited Indenture of Lease and Release, Relation, &c. **And whereas** the said recited Bond so given by the said *J. M.* to the said *W. G.* and the said recited Judgment obtained thereon by the said *W. G.* as aforesaid, were so given and obtained only as a further Security for Payment to the said *W. G.* his Executors and Assigns, of the several Principal Sums of 486*l.* and 600*l.* (making together the Principal Sum of 1086*l.*) by him the said *W. G.* advanced, lent and paid, together with Interest for the same, in Manner and according to several Indentures mentioned and recited in the said Indenture *Quiquepartite:* **And whereas** the said recited Judgment so obtained by the said *W. G.* against the said *J. M.* as aforesaid, has not been released or discharged, but the same now stands in full Force and Virtue: **And whereas** previous to and before the executing the said Indenture of Release and Assignment, bearing even Date herewith, and for better securing Payment of the said Sum of 1602*l.* 17*s.* and the Interest thereof, unto the said *B. G.* in Trust for the said *E. G.* as aforesaid, according to the true Intent of the said Proviso in same Indenture contained, it was agreed that the said recited Judgment, and all Monies thereby secured, should be by the said *W. G.* assigned to the said *A. B.* in Trust for the said *E. G.* in such Manner, and subject as herein after is mentioned and expressed: **Now this Indenture witnesseth,** That in Pursuance and Performance of the said recited Agreement, and in Consideration that he the said *W. G.* hath been fully paid all Principal Monies, Interest and Charges due to him by virtue of the several Securities made to, or in Trust for him, on the above released and assigned Premisses, which is by him hereby acknowledged to be, and also for and in Consideration of the Sum of 5*s.* of lawful Money to the said *W. G.* in Hand paid by the said *A. B.* at or before the executing of these Presents, the Receipt whereof is by him hereby also acknowledged, he the said *W. G.* at the Request and by and with the Consent and Direction of the said *J. M.* and at the Nomination and Appointment of the said *P. G.* and *E.* his Wife, and *B. G.* testified respectively by their being Parties to and executing of these Presents, **Hath** assigned, transferred and set over, and by these Presents **Doth** assign, &c. unto the said *A. B.* his, &c. **The** said recited Judgment and all Sum and Sums of Money therein mentioned and thereby secured, and all Benefit and Advantage whatsoever, to be had, made, taken or obtained, upon or by virtue thereof, or of any Process, Extent, or other Execution or Executions whatsoever, to be thereupon had, sued out, prosecuted and executed, and all the Right, Interest, Property, Claim and Demand whatsoever or howsoever, of him the said *W. G.* of, in and to the same Premisses; **To have**, hold, receive, take and enjoy the said Judgment, Monies, Extents, and all and singular other the herein before mentioned and intended to be hereby assigned Premisses, unto and to and for the only Use and Benefit of the said *A. B.* his Executors, Administrators and Assigns from thenceforth, as and for his and their own proper Monies for ever; **Together with** full and absolute Power, &c. (*As in the last Precedent but one, and the Assignor covenants that he hath nor shall not release the said Judgment*, &c. *and a Proviso in case the Mortgage Money is paid, and an Agreement that no Execution be taken out until Breach of Proviso in Mortgage, Indemnification of Assignor*, &c. See *the same Precedent.*) **In Witness**, &c.

Also of a Judgment in Ejectment on Mr. *M.*'s Tenants.

Also Mr. *M.*'s Assignment of Debts by Note and Book due to him from Duke of *W.*

As to the Proviso therein.

As to the Judgment being as a further Security to Mr. *G.* for 1068*l.* and Interest due to him on Securities, recited in Mr. *G.*'s Security.

As to the said Judgment being now in Force.

As to previous Agreement for assigning the same in Trust for Mrs. *G.* as a further Security, &c.

Consideration.

Assignment.

Premisses.

Habendum.

Letter of Attorney.

An

An Assignment of a Judgment on several Bonds, by the last Assignee of the same, there having been several Assignments with the Consent, &c. of all the Parties, to the surviving Trustees of the deceased Debtor, on their paying the Debt, pursuant to a Decree in Chancery, and a Release of Debt, Bonds and Judgment, &c.

THIS Indenture Quinquepartite, made, *&c.* Between *B. G.* of, *&c.* of the first Part, *W. G.* of, *&c.* of the second Part, *J. M.* of, *&c.* of the third Part, *P. G.* late of, *&c.* but now of, *&c.* Esq; and *E.* his Wife, (late *E. M.* Widow) of the fourth Part, and the Honourable *A. D.* Esq; (one of his Majesty's Justices of the Court of Common Pleas at *Westminster*) and *T. G.* of, *&c.* Esq; (surviving Trustees nominated and appointed for Payment of the Debts of *P.* late Duke of *W.* deceased), of the fifth Part. Whereas by Indentures of Assignment, bearing Date, *&c.* and made between the said *J. M.* of the first Part, and the said *W. G.* of the other Part; *Reciting*, That by one Warrant of Attorney, bearing Date, *&c.* under the Hand and Seal of *P.* late Duke of *W.* directed to the Attornies therein named, he the said *P.* Duke of *W.* did authorize the said Attornies to appear for him in the Court of King's Bench at *Westminster*, as of, *&c.* there to receive a Declaration against him in an Action of Debt for 1500*l.* due on a *Mutuatus* at the Suit of the said *J. M.* and thereupon to confess the same Action, or else to suffer a Judgment by *Non sum informatus*, or otherwise to pass against him in the same Action, and to be thereupon forthwith entered up against him of Record, with Costs of Suit; *And further reciting*, that by Indorsement on the Back of the said recited Warrant of Attorney, purporting a Memorandum that the said *J. M.* did thereby agree, that the Judgment to be entered up, pursuant to the said Warrant of Attorney, was only meant and intended to be as a Security for the Principal Sum of 300*l.* and Interest due on a Bond dated, *&c.* from the said Duke to the said *J. M.* and also for the further Principal Sum of 450*l.* and Interest, due on another Bond, dated, *&c.* made from the said Duke to the said *J. M.* and for the further Principal Sum of 100*l.* and Interest due on one other Bond, dated, *&c.* made from the said Duke to the said *J. M.* and *G. H.* jointly, and that the said 100*l.* was borrowed for the sole Use of the said Duke; *And further reciting*, that in Pursuance of the said Warrant of Attorney, Judgment was entered up thereon in his Majesty's Court of King's Bench, as of the then last *Michaelmas* Term for 1500*l.* Debt due on a *Mutuatus* and 63*s.* for Costs; *It is by the said Indenture of Assignment witnessed*, that for the better securing Payment of the several Sums of 498*l.* and 615*l.* due from the said *J. M.* to the said *W. G.* by virtue of two Mortgages therein mentioned, he the said *J. M. Did* grant, *&c.* unto the said *W. G.* his, *&c.* *As well* the said recited Bonds mentioned in the said Indorsement on the said Warrant of Attorney, *As also* the said recited Judgment so entered up as aforesaid, *And also* all the Estate, *&c.* of, in and to the said Bonds and Judgments so entered up as aforesaid, or either of them, or of, in and to any other Judgment had or obtained, or to be sued, executed or obtained by the said *J. M.* on Account of the said Bonds, or any or either of them; And the said *J. M.* for the more fully enabling, *&c.* did make, ordain, *&c.* the said *W. G.* his, *&c.* Attorney, *&c.* to sue, *&c.* with usual Covenants, as in Assignments of Judgments, with a Covenant from the said *W. G.* to the said *J. M.* for indemnifying the said *J. M.* his Executors or Assigns, on Account of his Name being made Use of, by virtue of the Power thereby given for the Recovery of the said Premisses: And whereas by one other Indenture of Assignment, bearing Date the fourth, *&c.* and made or mentioned to be made between the said *J. M.* by the Name of, *&c.* of the one Part, and the said *E.* now the Wife of the said *P. G.* (by her then Name or Addition of *E. M.* of, *&c.* Widow) of the other Part; *Reciting* that the said *J. M.* had in *M.* Term in the —— Year of, *&c.* obtained a Judgment in his Majesty's Court of, *&c.* against *P.* Duke of *W.* for 1500*l.* Debt and 63*s.* Costs; *And further reciting* a Decree of the Court of Chancery, dated the, *&c.* made on the Hearing of a certain Cause then depending in the said Court, wherein *B. H. S.* Esq; and others, as well for themselves as for and on Behalf of others the Creditors of the said Duke by Judgment, were Plaintiffs, and the said Duke of *W.* *M.* Duchess of *W.* the said *A. D.* *T. G.* and *J. J.* and *R. J.* Esqrs. (since deceased) were Defendants, whereby several Provisions and Directions were made and given for the Payment of the Debts of the said late Duke of *W.* by Mortgages and Judgments, in such Manner as therein is more particularly recited and mentioned; *And farther reciting*, that the said *J. M.* in Pursuance of the said decretal Order, had duly proved his said Judgment before Mr. *H.* the Master to whom the said Cause was referred, and that the said Master by his Report, dated, *&c.* had certified, that the said Judgment and Debt due thereon had been duly proved before him, and that there was then due to the said *J. M.* the Sum of 1503*l.* 3*s.* and that the same ought to be paid to the *J. M.* as by the said decretal Order was directed; *And that* by several Orders of the said Court made in the said Cause bearing Date, *&c.* then last past,

Recitals of an Assignment, (reciting a Warrant of Attorney to confess Judgment,

and an Indorsement thereon, that the same was intended as a Security for Money due on several Bonds,

and Judgment entered) whereby *J. M.* assigned to *W. G.* the Bonds and Judgment.

Letter of Attorney therein.

Another Assignment

(Reciting another Judgment, *J. M.* against the Duke of *W.* and a Decree for Payment of the said Duke's Debts on Mortgages and Judgments, and that *J. M.* had proved his Judgment. Master's Report as to the same,

and Confirmation thereof) whereby in Consideration of 1500*l.* *J. M.* assigned his Judgment to *E. M.* and the Master's Report, &c. *Habendum.*

past, the said Report was absolutely confirmed, *It is by the said Indenture* of the 4th, &c. *Witnessed*, that in Consideration of 1500*l.* paid by the said *E. M.* to the said *J. M.* *He* the said *J. M.* did assign, &c. unto the said *E. M.* her, &c. as well the said therein and herein above recited Judgment so obtained by the said *J. M.* against the said Duke of *W.* and also all and every the Sum, &c. and also the said Master's Report, whereby the said 1503*l.* 3*s.* was reported due to the said *J. M.* for Principal and Costs, and all Benefit, Profit, Interest and Advantage to be had, received and taken by or by Force or Virtue of the said decretal Order, Master's Report, and other Orders and Proceedings then had and to be had in the said Cause, and all the Estate, &c. *To hold* all and singular the said Premisses to the said *E. M.* her, &c. as and for her and their own proper Monies, Goods and Chattels thenceforth for ever, with

Letter of Attorney, and Covenants.

Power for her the said *E. M.* in the Name, &c. with a Covenant from the said *J. M.* to make further Assurance of the said Premisses unto the said *E. M.* in such Manner as therein is also mentioned, *As* in and by the said several in Part recited Indentures of Assignment, Bonds, Judgment, Decree, Master's Report, Orders and other Proceedings in the said Court of Chancery therein recited (Relation, &c.) **And whereas** the said Judgment, Monies and Premisses so assigned by the said *J. M.* to the said *E. M.* by the said last recited Indenture of the 4th, &c. are the same Judgment, Monies and Premisses which in and by the said first recited Indenture of the 20th of, &c. were by the said *J. M.* assigned to the said *W. G.* **And whereas** the said Judgment, Monies and Premisses so assigned to the said *E. M.* as aforesaid, were by her before her Intermarriage with the said *P. G.* assigned to and are now vested in the said *B. G.* by virtue of an Indenture bearing Date the 21st Day of, &c. for the sole and separate Use of the said *E. G.* late *E. M.* **And whereas** the said Sum of 1503*l.* 3*s.* so secured by the said Judgment as aforesaid, and certified to be due by the said Report of the said Master *H.* now remains due from the Estate late of the said *P.* Duke of *W.* and no Part thereof has been paid or satisfied: **And whereas** to prevent all Suits, Disputes, Controversies and Charges which may at any Time hereafter happen between him the said *W. G.* *P. G.* and *E.* his Wife, and *J. M.* touching the said several Assignments of the said Judgments and Monies so made to them by the said *W. G.* and *E. M.* by the said *J. M.* and since by her the said *E. M.* assigned to the said *B. G.* in Manner as aforesaid, they the said *W. G.* *P. G.* and *E.* his Wife, and *J. M.* have come to a mutual Agreement that the said 1503*l.* 3*s.* secured by the said three Bonds mentioned in the said Indorsement on the Back of the said Warrant of Attorney and Judgment, as aforesaid, shall be paid to the said *B. G.* **And whereas** they the said *A. D.* and *T. G.* as being the surviving Trustees for Payment of the Judgment Debts due from the said late Duke's Estate, in Pursuance of the before mentioned Decree and Orders of the said Court of Chancery, have at the Request of them the said *W. G.* *J. M.* and *P. G.* and *E.* his Wife, agreed to pay the said 1500*l.* and 3*l.* 3*s.* Costs to the said *B. G.* in Manner as is herein after mentioned; in Consideration whereof they the said *W. G.* *B. G.* *P. G.* and *E.* his Wife, and *J. M.* have agreed to assign and release the said Judgment, Monies and Premisses, and the three several in Part recited Bonds unto them the said *A. D.* and *T. G.* in such Manner as herein after is also mentioned: **Now this Indenture witnesseth,** that for and in Consideration of the Sum of 1503*l.* 3*s.* of, &c. to the said *B. G.* (by and with the Consent, Direction and Appointment of them the said *W. G.* *P. G.* and *E.* his Wife, and *J. M.* respectively testified, &c.) in Hand well and truly paid by the said *A. D.* and *T. G.* or one of them, at, &c. (in full of all principal Monies, Interest, and Costs and Charges whatsoever so due and owing from the Estate late of the said *P.* Duke of *W.* to them the said *W. G.* *P. G.* and *E.* his Wife, *B. G.* and *J. M.* any or either of them, by virtue of the said three recited Bonds and Judgment, Decree and Report so assigned to them the said *W. G.* *E. M.* and *B. G.* as aforesaid) the Receipt of which said Sum of 1503*l.* 3*s.* he the said *B. G.* doth thereby acknowledge, and thereof, &c. as well the said *A. D.* and *T. G.* their Executors and Administrators, as also the real and personal Estates whatsoever late of the said *P.* Duke of *W.* of and from the same, and every Part thereof, and also for and in Consideration of the Sum of 5*s.* a-piece of like lawful Money to the said *W. G.* *P. G.* and *E.* his Wife, and *J. M.* in Hand also paid by the said *A. D.* and *T. G.* at or before the executing of these Presents, the Receipt whereof is by them hereby respectively acknowledged, they the said *W. G.* and *B. G.* at the special Instance and Request, and by and with the Consent, Direction and Appointment as well of the said *J. M.* as also of the said *P. G.* and *E.* his Wife, respectively testified as aforesaid, and also they they said *J. M.* and *P. G.* and *E.* his Wife, **Have,** and each and every of them **Hath** bargained, sold, assigned, transferred and set over, and by these Presents they the said *W. G.* *B. G.* *J. M.* and *P. G.* and *E.* his Wife, **Do,** and each and every of them **Doth** bargain, &c. unto the said *A. D.* and *T. G.* **As well** the herein before mentioned and recited three several Bonds, Judgment, Report, **And all** and every Sum and Sums of Mnney thereby secured, **And which** in and by the said herein before in Part recited Indenture of the 20th of, &c. were by him the said *J. M.* granted and assigned to the said *W. G.* and which were afterwards by

That the Judgment, &c. so assigned to *E. M.* are the same as in the first Assignment were assigned to *W. G.* which was assigned by *E. M.* before her Marriage, and is now vested in *B. G.* for her separate Use.

The Money still due from the Duke's Estate.

Agreement to prevent Suits concerning the said Assignments.

That the Money shall be paid to *B. G.* to whom the Duke's surviving Trustees agree to pay the same on assigning and releasing the Judgment, &c.

Assignment.

him

him the ſaid *J. M.* in and by the ſaid recited Indenture of the 4th of, *&c.* alſo granted and aſſigned to the ſaid *E. M.* and which were by her by the ſaid recited Indenture of the 21ſt of, *&c.* aſſigned to the ſaid *B. G.* in Manner as aforeſaid, or mentioned or intended ſo to be, **And alſo all** Benefit and Advantage whatſoever which can or may be had, recovered, obtained, received or gotten by Force or Virtue of the ſaid ſeveral Aſſignments ſo made thereof as aforeſaid, **And all** the Eſtate, Right, Title, Intereſt, Property, Claim and Demand whatſoever and howſoever, both in Law and Equity, of them the ſaid *W. G. B. G. P G* and *E.* his Wife, and *J. M.* any or either of them, or of any Perſon or Perſons, *In Truſt* for them, or any or either of them, of, in, to or out of the ſaid hereby aſſigned Bonds, Judgment, Monies and Premiſſes, by Virtue of the ſaid ſeveral recited Indentures of Aſſignment, any or either of them, or otherwiſe howſoever; **To have and to hold,** receive, take and enjoy the ſaid three ſeveral Bonds, Judgment, Monies, and all and ſingular the herein before mentioned and intended to be hereby aſſigned Premiſſes, unto, and to and for the only Uſe and Benefit of the ſaid *A. D.* and *T. G.* their Executors, Adminiſtrators and Aſſigns from henceforth, as and for their own proper Monies for ever, and that in as full, large, ample and beneficial Manner to all Intents, Conſtructions and Purpoſes whatſoever, as they the ſaid *W. G. B. G. P. G.* and *E.* his Wife, and *J. M.* any or either of them, their, any or either of their Executors or Adminiſtrators, could or might have had, held, recovered, received, enjoyed or diſpoſed of the ſame, in caſe theſe Preſents had not been made. **And this Indenture witneſſeth,** that they the ſaid *W. G. B. G. P. G.* and *E.* his Wife, and *J. M.* (for the Conſideration aforeſaid, and for other good Cauſes and Conſiderations them thereunto eſpecially moving) **have,** and each and every of them **hath** remiſed, releaſed and for ever quit-claimed, and by theſe Preſents they the ſaid *W. G. B. G. P. G.* and *E.* his Wife, and *J. M.* **do,** and each and every of them **doth** freely, clearly and abſolutely remiſe, *&c.* unto the ſaid *A. D.* and *T. G.* their Executors and Adminiſtrators, and all other the Truſtees and Repreſentatives of the ſaid *P.* late Duke of *W.* deceaſed, **As well** the ſaid Sum of 1503 *l.* 3 *s.* ſo ſecured by the ſaid three ſeveral recited Bonds and Judgment in Manner as aforeſaid, **As alſo all** and all Manner of Action and Actions, Cauſe and Cauſes of Action and Suits both at Law and in Equity, or otherwiſe howſoever, which they the ſaid *W. G. B. G. P. G.* and *E.* his Wife, and *J. M.* or any or either of them, now have or ever had, or which they or any or either of them, their or any or either of their Heirs, Executors or Adminiſtrators at any Time hereafter can, ſhall or may have, claim, challenge or demand againſt them the ſaid *A. D.* and *T. G.* or either of them, their or either of their Executors or Adminiſtrators, or any other the Truſtees or Repreſentatives whatſoever of the ſaid *P.* Duke of *W.* for or by Reaſon or on Account of the ſaid hereby aſſigned Bonds, Judgment, Monies and Premiſſes, or for or in Reſpect of any other Matter, Cauſe or Thing whatſoever touching or concerning the ſame, to the Day of the Date of theſe Preſents. **And** the ſaid *W. G.* for himſelf, his Executors and Adminiſtrators, doth hereby covenant, agree and declare to and with the ſaid *A. D.* and *T. G.* their Executors, Adminiſtrators and Aſſigns, that he the ſaid *W. G.* hath not, *&c.* made, *&c.* nor ſhall, *&c.* make, *&c.* any Act, *&c.* whereby or by Means whereof the hereby aſſigned and releaſed Bonds, Judgment, Monies and Premiſſes, or any Part thereof, are, is, ſhall or may be in any wiſe impeached, releaſed, aſſigned, diſcharged or incumbred in any Manner howſoever; **And** the ſaid *B. G.* for himſelf, *&c.* and the ſaid *P. G.* for himſelf and for the ſaid *E.* his Wife, doth hereby covenant, agree and declare to and with the ſaid *A. D.* and *T. G.* their Executors, Adminiſtrators and Aſſigns, that they the ſaid *P. G.* and *E.* his Wife, or either of them, have not any Time heretofore made, *&c.* any Act, *&c.* whereby, *&c. (as before)* ſave and except as before appears in and by theſe Preſents; **And** the ſaid *J. M.* for himſelf, *&c.* doth hereby covenant, *&c. (as before)* ſave, *&c.* **And** that he the ſaid *J. M.* and alſo the ſaid *W. G.* and *B. G.* and all and every other Perſon and Perſons whatſoever lawfully claiming or to claim any Eſtate, *&c.* of, in or to the hereby aſſigned Bonds, Judgment, Monies and Premiſſes, or any Part thereof, by, from, *&c.* ſhall and will at any Time, *&c.* make, do, *&c.* all and every, *&c.* as well for the further, better, more perfect and abſolute granting, aſſigning, releaſing and aſſuring of the ſaid hereby aſſigned Bonds, Judgment, Monies and Premiſſes, unto and to and for the only Uſe and Benefit of the ſaid *A. D.* and *T G.* their Executors and Aſſigns, as alſo for acknowledging Satisfaction upon the Record of the ſaid Judgment or otherwiſe vacating the ſame, as by the ſaid *A. D.* and *T G.* their Executors or Aſſigns, or their or any of their Counſel learned in the Law ſhall be reaſonably adviſed or required, ſo as no Perſon for doing thereof be compelled to go above 20 Miles from his, her or their then Place of Abode or Habitation. **In Witneſs,** &c.

Releaſe to the Duke's Truſtees of the Debt, Bonds, and Judgment, *&c.*

Covenants no Act to incumber.

Further Aſſurance.

Part of an Assignment of a Judgment with the Benefit of a Decree, &c. with Power to proceed to obtain a Report on the Decree, &c.

—— **Now this Indenture witnesseth,** That for and in Consideration of the Sum of 1500 *l.* in Hand, *&c.* by the said *E. M.* at, *&c.* the Receipt, *&c.* he the said *J. M.* **hath** granted, *&c.* by, *&c.* **Doth** grant, *&c.* unto the said *E. M.* her, *&c.* **As well** the said above recited Judgment so obtained by the said *J. M.* against the said Duke of *W.* **And also all** and every Sum and Sums of Money due and to grow due upon the said Judgment for Debt or Damages and Costs, and also the said Master's Report, whereby the said 1503 *l.* 3 *s.* is reported due to the said *J. M.* for Principal and Costs, and all Benefit, Profit, Interest and Advantage to be had and received and taken by or by Force or Virtue of the said decretal Order, Master's Report, and other Orders and Proceedings already had and to be had in the said Cause, any or every of them, **And all** the Estate, Right, Title, Interest, Property, Profit, Claim, Equity, Benefit and Power of Redemption, Claim and Demand whatsoever of him the said *J. M.* of, in and to the said recited Judgment, and all Sum and Sums of Money now due and which shall hereafter grow due upon the same, and of, in and to the said decretal Order, Report and other Proceedings above in Part recited, or already had or to be had in the said Cause; **To have and to hold** the said recited Judgment so obtained against the said Duke of *W.* by the said *J. M.* and all Sum and Sums of Money due and to grow due upon and by Force and Virtue of the said decretal Order, Report and other Proceedings in the said Cause, and all and singular other the Premisses unto her the said *E. M.* her Executors, Administrators and Assigns, as her own proper Monies, Goods and Chattels from henceforth and for ever; **And** the said *J. M.* doth hereby make, *&c.* the said *E. M.* her Executors, Administrators and Assigns, his Attorney irrevocable for him the said *J. M.* in his Name and at his proper Costs and Charges, and for the sole Use of her the said *E. M.* her Executors and Administrators, to procure and obtain Report from the said Master stating the Priority of his said Debt, and the Rank and Order and Course in which the said Sum ought to be paid pursuant to the said decretal Order, or according to due Course of Law, and to ask, demand, sue for, recover, levy and receive of and from the said *A. D. T. G. J. J.* and *R. J.* Esqrs. or of whomsoever it doth, shall or may belong to pay the same, all and every Sum and Sums that now are or shall or may at any Time hereafter grow due upon the above recited Judgment, or by Virtue of the said decretal Order, Report or other Proceedings already had or to be had in the said Cause, and in order thereunto, or to procure the Payment thereof, to do all and every such lawful and reasonable Act and Acts, Matters and Things as she the said *E. M.* her Executors, Administrators and Assigns, or her or their Counsel learned in the Law, shall devise and advise or require, or think reasonable, necessary or expedient to be done on her Behalf, and upon Receipt of the Money or any Part thereof for him the said *J. M.* in his Name to give Receipts, Acquittances, Releases or other good and sufficient Discharges for the same, and to join in any Report or Order of the said Court of Chancery about Payment thereof, he the said *J. M.* hereby giving and granting, and he doth hereby give and grant unto the said *E. M.* her Executors, Administrators and Assigns, in his the said *J. M.*'s Name and Right, but to the Use of her the said *E. M.* her Executors, Administrators and Assigns, in as full, ample, absolute, uncontroulable and irrevocable Power to act and do in all and singular the Premisses, in order to recover, receive and discharge the said Debts and the Monies due upon the said Judgment, Decree, Report and Orders, as he the said *J. M.* might or could do, were he to be personally present, and to do the same in his own proper Person, or cause to be done in and about the Premisses, by Virtue of these Presents, he the said *J. M.* doth hereby, and shall and will ratify, confirm and allow; **And** the said *J. M.* for himself, his Executors and Administrators, doth covenant and agree to and with the said *E. M.* her Executors, Administrators or Assigns, that he will not disavow or disallow any Act or Proceeding which shall be had and taken by the said *E. M.* her Executors, Administrators and Assigns, for the Recovery, Payment and Receipt of the Money due upon the said Judgment, and that he the said *J. M.* his Executors, Administrators and Assigns, shall not receive the said Money, or acquit or discharge the said *A. D. T. G. J. J.* and *R. J.* or any of them, or any other Person or Persons to whom it doth or shall belong to pay the same, of and from the Money due upon the said Judgment, without the Licence and Consent of the said *E. M.* her, *&c.* to be first had and obtained in Writing for that Purpose: **And further,** that he the said *J. M* his, *&c.* at, *&c.* make, *&c.* unto the said *E. M.* her, *&c.* for the better and more effectual Assuring the above mentioned Judgment and the Money due thereon, and other the Premisses unto the said *E. M.* her, *&c.* and for the better enabling her to take the full Benefit and Effect of this Assignment, and to receive the Money due on the said re-

Letter of Attorney to procure a Report,

and to receive the Money, &c.

Covenant not to disavow Proceedings.

Further Assurance.

cited Judgment, Decree, Report and Orders, and to diſcharge the Truſtees from the Money, as by the ſaid *E. M.* her Executors, Adminiſtrators and Aſſigns, or her or their Counſel learned in the Law, ſhall be reaſonably deviſed, adviſed and required: **And further,** that he the ſaid *J. M* his Executors and Adminiſtrators, ſhall and will when hereunto required by her the ſaid *E. M.* her Executors, Adminiſtrators and Aſſigns, make, execute or give in due Form of Law, one or more Warrant or Warrants of Attorney under his Hand and Seal, directed to ſome Attorney or Attornies of his Majeſty's Court of King's Bench at *Weſtminſter*, thereby impowering ſuch Attorney or Attornies to acknowledge Satisfaction upon Record of the ſaid Judgment obtained by him the ſaid *J. M.* againſt the ſaid Duke of *W.* **In Witneſs** whereof the ſaid *J. M.* hath hereunto ſet his Hand and Seal the Day and Year above written.

To execute a Warrant of Attorney to acknowledge Satisfaction on Record.

An Aſſignment of a Decree and a Judgment, to protect a Purchaſer againſt meſne Incumbrances, to two Truſtees, one of them for the Purchaſer, and the other for the Aſſignor.

THIS Indenture made, *&c.* **Between** *P. W.* of, *&c.* Son and Heir of *P. W.* late, *&c.* deceaſed, of the firſt Part, *J. W.* of, *&c.* of the ſecond Part, *T. F.* of, *&c.* of the third Part, *M. A.* of, *&c.* of the fourth Part, *P. M.* of, *&c.* of the fifth Part, and *S. W.* of, *&c.* and *W. E.* of, *&c.* of the ſixth Part. **Whereas** in or about the Month of *July* in the Year of our Lord 1691. the ſaid *P. W.* deceaſed, was by Virtue of a Commiſſion of Lunacy awarded out of the High Court of Chancery found a Lunatick, and thereupon the Cuſtody of his Perſon and the Management of his Eſtate was by the ſaid Court committed to *T. B.* of, *&c.* **And whereas** in certain Cauſes in the ſaid Court of Chancery between *S. B.* Widow and Adminiſtratrix of the ſaid *T. B.* deceaſed, Plaintiff, the ſaid *P. W.* Party to theſe Preſents, by the Name of *P. W.* an Infant, by his Guardians *M. D.* and *M.* his Wife, *F. F.* Executor of the laſt Will and Teſtament of *J. D.* and others, Defendants, and between the ſaid *M. D.* Adminiſtrator of the ſaid *P. W.* deceaſed, and the ſaid *P. W.* Party to theſe Preſents, by his next Friend, Plaintiffs, and the ſaid *S. B.* and *R. H.* Defendants, it was by the then Lord Keeper, on or about the 25th of *January* in the 12th Year of the Reign of his late Majeſty King *William*, ordered and decreed (amongſt other Things) that the two Accounts of Monies due to the ſaid Plaintiff *B.* therein mentioned, brought and ſtated before the Maſter, do ſtand confirmed, with Liberty to the ſaid Defendant *D.* to falſify or ſurcharge the ſame, and that the ſaid Plaintiff *B.* was to account for the Rents and Profits that ſhe had or ſhould receive out of the Eſtates of the ſaid *P. W.* deceaſed; and alſo that the ſaid Maſter ſhould examine and ſee what the ſaid *J. B.* paid in taking in any of the Judgments in the Pleadings of the ſaid Cauſes mentioned, and what upon the Account ſhould be found due to the ſaid *B. It was decreed*, that the ſame ſhould be paid to her out of the ſaid *P. W.*'s Eſtate; and it was further ordered, that the Maſter ſhould compute the Principal Money and Intereſt due on the Mortgage to the ſaid *F. H.* of a Leaſehold Eſtate, called the Manor of *B.* held from the College of *Eaton*, and what ſhould be found due, the ſame is decreed to be paid him out of the ſaid mortgaged Premiſſes, and for that Purpoſe the ſame was decreed to be ſold to the beſt Purchaſer; and after the ſaid Defendant *F.* ſhould be paid his Principal, Intereſt and Coſts, then the Remainder of the Money raiſed by ſuch Sale of the mortgaged Premiſſes was to be applied towards the Diſcharge of what ſhould be found due to the ſaid *P. B.* **And whereas** upon Rehearing of the ſaid Cauſes the 19th of *November* which was in the eighth Year of her late Majeſty Queen *Anne*, it was (*int' al'*) ordered and decreed, that the ſaid Plaintiff *B.* ſhould have Intereſt for what was due to her upon the two Accounts therein mentioned, and that the Part of the ſaid Decree, directing the Sale of the mortgaged Premiſſes, be amended and made abſolute, unleſs the ſaid Defendant *P. W.* ſhould think fit to redeem the ſame, as the Maſter ſhould appoint: **And whereas** *R. G.* Gent. did in *Michaelmas* Term in the fourth Year of the Reign of his late Majeſty King *James* the Second, obtain one Judgment in the Court of Common Pleas at *Weſtminſter* againſt the ſaid *P. W.* deceaſed, for 300 *l.* in an Action of Debt upon Bond, and for 40 *l.* Coſts of Suit: **And whereas** by Indenture bearing Date the 27th Day of *July* 1671, made between the ſaid *R. G.* of the one Part, and the ſaid *T. B.* deceaſed, of the other Part, he the ſaid *R. G.* in Conſideration of 172 *l.* 12 *s.* to him paid, *Did* aſſign and ſet over unto the ſaid *T. B.* the ſaid Judgment and Bond, and all Sum and Sums of Money that might be obtained and gotten by Reaſon thereof, and all the Right, Title and Intereſt of him the ſaid *R. G.* of, in and to the ſame: **And whereas,** &c. (*Recites ſeveral other Judgments obtained by ſeveral Perſons againſt* P. W. *deceaſed, ſome whereof are aſſigned to the ſaid* T. B. *and ſome to* J. *in Truſt for the ſaid* P. W. *Party*, &c.) **And whereas** the ſaid *M. A.* in *H.* Term, which was in the Year of our Lord 1717, in the Court of King's Bench at *Weſtminſter*, againſt the ſaid *P. W.* Party,

Recital of a Commiſſion of Lunacy.

Of Cauſes in Chancery.

Decretal Order thereon, with Reference to a Maſter.

Recital of a Rehearing.

Recital of a Judgment.

Of the Aſſignment hereof.

Judgment.

Party, &c. obtained a Judgment for the Sum of 4000 *l.* in Debt and 63 *s.* Costs of Suit: **And whereas** the same Judgment was obtained by him the said *M A.* for Security of Payment to him of the Sum of 2000 *l.* and Interest, which he had paid and lent to the said *P. W.* Party, &c. **And whereas** the same *P. W.* hath now agreed to pay to the said *M A.* the Sum of —— in Part of the said Sum of 2000 *l.* and Interest: **And whereas** by Indenture bearing Date the 18th Day of *March* 1717, made between the said *S B.* of the first Part, the said *P. W.* Party, &c. by the Name of, &c. of the second Part, and *H. T.* of, &c. of the third Part; (*Reciting* the said several Decrees and the said several Judgments assigned to the said *T. B.* deceased; *And* that there was due and owing to the said *S. B.* from the Estate of the said *P. W.* deceased, or the said *P. W.* Party hereto, a considerable Sum of Money, amounting to upwards of 2000 *l.* *And* that for determining all Suits and Differences depending between the said *S. B.* and the said *P. W.* Party hereto, she did agree to accept of the Sum of 1690 *l.* 12 *s.* in full of all Sum and Sums of Money due and payable to her from the said *P. W.* the Father and Son, by Virtue of the said Decrees or otherwise; *And that* the said *H. T.* had purchased the said Leasehold Estate, held of *Eaton* College, for the Sum of 2160 *l.* *And that* 1337 *l.* 15 *s.* Part thereof, had then been paid to her the said *S. B.* in Part of the said 1690 *l.* 12 *s.* and the Residue thereof had been paid in Discharge of Incumbrances which affected the said Leasehold Estate, and the same Estate was assigned by Indenture of the Date thereof, to the said *H. T.* for the Remainder of a Term of Years therein,) *The* said *S. B.* in Consideration of the further Sum of 352 *l.* 17 *s.* which together with the said Sums of 1337 *l.* 15 *s.* so as aforesaid paid her, made up the aforesaid Sum of 1690 *l.* 12 *s.* and was in full of all Sums or Sum of Money due or payable to her or the said *T. B.* deceased, from the said *P. W.* the Father and Son, or their Estate, by Virtue of the said recited Commission of Lunacy, Decrees and Judgments, or otherwise, *Did* bargain, sell and assign to the said *H. T.* *All* and every the said recited Decrees and Judgments, and all Sum and Sums of Money thereby respectively to her due or payable, and also all and every Messuages, Lands, Tenements and Hereditaments, Estate and Estates, Sums of Money, Matters and Things which the said *T. B.* or *S. B.* were any ways intitled to by Virtue of the said recited Decrees, Commission of Lunacy and Judgments aforesaid, and also all the Estate, Right, Title and Interest of her the said *S. B.* of, in or to the same, to hold to the said *H. T.* his Executors, Administrators and Assigns, from thenceforth for ever, *Under a Proviso* or Condition for Redemption therein contained on Payment to the said *H. T.* of the Sum of 352 *l.* 15 *s.* with Interest, on the Day therein mentioned and long since past: **And whereas** the said *H. T.* by Writing under his Hand and Seal bearing Date the third Day of *March* last past, before the Date hereof, indorsed on the Back of the said last recited Indenture, in Consideration of the Sum of 369 *l.* and 9 *d.* to him paid by the said *J. W.* in full of the Principal and Interest due to him upon the said recited Mortgage, *Did* bargain, sell and assign to the said *J. W.* all and every the said several Decrees, Judgments and other Matters and Things as aforesaid to him assigned, to hold to him the said *J. W.* his Executors, Administrators and Assigns, from thenceforth for ever, subject to the Equity of Redemption of the said *P. W.* Party, &c. as by the said several recited Decrees, Judgments and Indentures, Relation being thereunto respectively had, more plainly may appear: **And whereas** there is due for Principal and Interest to the said *J. W.* on the Day of the Date hereof, the Sum of —— **And whereas** the said *P. M.* hath agreed for the absolute Purchase to him and his Heirs of *P. W.* Party to these Presents, of several Messuages, Lands and Hereditaments, lying in, &c. subject to the said recited Judgments, which are agreed, together with the said recited Decrees, and all Benefit hereof, shall be assigned to the said *S. W.* and *W. E.* in Trust for the said *P. M.* and *P. W.* Party, &c. to the Intent to protect and defend as well the said Messuages and Lands of the said *P. M.* as also other the Messuages, Lands and Hereditaments of the said *P. W.* Party, &c. of and from any other mesne Incumbrances: **Now this Indenture witnesseth,** that for and in Consideration of the Sum of —— of, &c. to the said *J. W.* and also the said Sum of —— of like Money to the said *M. A.* in Hand, at or before the Sealing and Delivery of these Presents, severally paid by the said *P. M.* (by the Direction and Appointment of the said *P. W.* Party, &c. testified, &c.) the Receipts whereof they the said *J. W.* and *M. A.* do hereby respectively acknowledge, (which said Sums of —— and —— were Part of the Sum of 3450 *l.* the Consideration of one Indenture of Release of six Parts, bearing even Date with these Presents, made between, &c. purporting a Grant and Release of the said Messuages, Lands and Hereditaments, lying in —— aforesaid, to the said *P. M.* and *P. W.* and their Heirs, in Trust for the said *P. M.* and his Heirs) and also in Consideration of the Sum of 5 *s.* a-piece of, &c. to the said *T. H.* and *J. W.* in Hand, &c. severally paid by the said *S. W.* and *W. E.* the several Receipts whereof they do hereby acknowledge, they the said *T. H.* and *J. W.* (by the Direction and Appointment of the said *P. W.* and the said *P. M.* testified by their being Parties to and Signing and Sealing of these Presents) **Have** and each of them **Hath** bargained, sold, transferred and assigned, and by, &c. unto the said *S. W.*

Recital of the Assignment of Judgment, &c. to Mr. *T.* by way of Mortgage.

Assignment thereof to *J. W.*

Recital of Mr *M.*'s Purchase.

Consideration.

Assignment.

S.W. and *W.E.* their Executors, Adminiſtrators and Aſſigns, **All** and every the ſaid ſeveral recited Decrees and Judgments, and all and every Sum and Sums of Money that now are or at any Time hereafter ſhall be reſpectively thereon due, payable or recoverable, and alſo all and every the Meſſuages, Lands and Hereditaments, and other Matters and Things to which the ſaid *S.B.* was any ways intitled by virtue of the ſaid Decrees, and which ſhe, as aforeſaid, aſſigned to the ſaid *H.T.* and alſo all the Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever, both in Law and Equity, of them the ſaid *T.H.* and *J.W.* of, in or to the ſame Premiſſes, or any Part thereof; **To have and to hold** the ſaid ſeveral Decrees, Judg- *Habendum.*
ments, Sum and Sums of Money, Meſſuages, Lands and other the aſſigned Premiſſes, unto the ſaid *S.W.* and *W.E.* their Executors, Adminiſtrators and Aſſigns, from henceforth for ever, **To** and upon the ſeveral Truſts, Intents and Purpoſes herein after mentioned, limited and declared, that is to ſay, **In Truſt** that the ſaid ſeveral Decrees, Judgments, and other Truſts.
Matters and Things hereby aſſigned, ſhall be and remain in the ſaid *S.W.* and *W.E.* their Executors, Adminiſtrators and Aſſigns, to the Intent to defend and protect, **As well** all and every the ſaid Meſſuages, Lands, Tenements and Hereditaments, lying in the ſaid Pariſhes of ——— ſo, as aforeſaid, ſold and conveyed to the ſaid *P.M.* and *P.W.* and their Heirs, in Truſt as aforeſaid; **As alſo** all other the Lands, Tenements and Hereditaments, which the ſaid *P.W.* Party, *&c.* or any other Perſon or Perſons in Truſt for him, are or ſtand ſeiſed of an Eſtate of Inheritance in Fee-ſimple, which he hath and claims by virtue of the laſt Will and Teſtament of the ſaid *P.W.* his Father deceaſed, or otherwiſe by Deſcent as Heir at Law to him, of and from all and every other Judgments, Statutes, Mortgages or other meſne Incumbrances; **And alſo** that the ſame Judgments and Decrees, or any Proceedings thereon, ſhall not at any Time hereafter diſturb, charge or incumber any of the ſaid Meſſuages, Lands and Hereditaments of the ſaid *P.M.* and *P.W.* Party, *&c.* otherwiſe than by extending the ſame for Conformity; and in caſe of ſuch Extent for Conformity, the ſame to be, **As** for and concerning the ſaid Meſſuages, Lands and Hereditaments, in the Pariſhes of ——— aforeſaid, **In Truſt** for the ſaid *P.M.* his Heirs and Aſſigns; **And as** for and concerning all other Lands and Hereditaments now belonging to the ſaid *P.W.* Party, *&c.* as aforeſaid, in Truſt for him the ſame *P.W.* his Heirs and Aſſigns; and alſo **Upon Truſt** that they the ſaid *S.W.* and *W.E.* their Executors, Adminiſtrators and Aſſigns, ſhall at all Times hereafter permit and ſuffer the ſaid *P.M.* his Heirs and Aſſigns, and the ſaid *P.W.* Party, *&c.* his Heirs and Aſſigns reſpectively, to make Uſe of the ſaid Judgments and Decrees in any Court or Courts of Law or Equity, to protect and indemnify the aforeſaid Meſſuages, Lands and Hereditaments of them the ſaid *P.M.* and *P.W.* Party, *&c.* reſpectively, of, from and againſt any ſuch Judgments, Mortgages or other meſne Incumbrances, which might otherwiſe charge or incumber the ſame. **And** the ſaid *P.W.* for himſelf, *&c.* doth Covenant, Done no Act incumber.
covenant, promiſe and agree to and with the ſaid *S.W.* and *W.E.* their Heirs and Aſſigns, and to and with every of them by theſe Preſents, that he the ſaid *P.W.* hath not at any Times or Times heretofore made, done, committed or willingly ſuffered any former or other Aſſignment, Releaſe, Act, Matter or Thing, whereby the ſaid Judgments, Mortgages, Decrees and other the hereby aſſigned Premiſſes, or any of them, are or is vacated or diſcharged, or, are, is or ſhall be impeached, charged or incumbred, in Title, Eſtate or otherwiſe howſoever; and the ſaid *T.F.* doth, *&c.* (*The like Covenant, only leaving out the Words* Mortgages, Decrees and other the hereby aſſigned): **And this Indenture further witneſſeth,** Mr. *A.*'s Covenant and Declaration touching his Judgment.
that for and in Conſideration of the ſaid Sum of ——— ſo, as aforeſaid, paid him by the ſaid *P.M.* and for other the Conſiderations aforeſaid, doth covenant, agree and declare, to and with the ſaid *P.M.* his Heirs and Aſſigns, in Manner as follows, *viz.* That the ſaid Judgment recovered by the ſaid *M.A.* ſhall, as far as the ſame affects or concerns the ſaid Meſſuages, Lands and Hereditaments in —— aforeſaid, be and remain in the ſaid *M.A.* his Executors and Adminiſtrators, for the better ſecuring and protecting the ſame, and the Purchaſe thereof, to and for the Benefit of the ſaid *P.M.* his Heirs and Aſſigns, from meſne Incumbrances, and may, at the Coſts and Charges of the ſaid *P.M.* his Heirs and Aſſigns, be made Uſe of accordingly, and that the ſaid Meſſuages, Lands and Hereditaments in ——— aforeſaid, ſhall not be extended by or upon the ſame Judgment, otherwiſe than for Conformity only; and in caſe of any ſuch Extent, the ſame as to the Meſſuages, Lands and Hereditaments in —— aforeſaid, ſhall be in Truſt for, and for the Benefit of the ſaid *P.M.* his Heirs and Aſſigns. **In Witneſs,** &c.

I approve of this Draught, if theſe be all the Incumbrances that are upon the Eſtate. *Gilb. Horſeman.*
23d *February* 1719.

I approve of this Draught,
J. Ward.
6 *Februrary* 1719.

An Aſſignment of one Judgment as a collateral Security for Money recovered on another, with a Defeazance to the Aſſignor, giving him further Time to diſcharge his Judgment.

THIS Indenture Tripartite, made, &c. Between *T.T.* of, &c. of the firſt Part, *W.F.* of, &c. of the ſecond Part, and *F.B.* of, &c. (a Perſon nominated by them the ſaid *T.T.* and *W.F.* for the Truſts and Purpoſes herein after mentioned) of the third Part. Recitals, *viz.* As to Mr. *T.*'s Judgment to Mr. *F.* and his Defeazance thereon for 100 *l.* Whereas there was lately due and owing from the ſaid *T.T.* to the ſaid *W.F.* the Sum of 100 *l.* which is ſecured to him by virtue of a certain Judgment given to or obtained by the ſaid *W.F.* againſt the ſaid *T.T.* in his Majeſty's Court of *C.B.* as of *E.* Term, which was in the —— Year of the Reign of his preſent Majeſty: And whereas by a certain Defeazance dated —— (Reciting the ſaid Judgment) *He* the ſaid *W.F. Hath* thereby covenanted not to take out any Execution or other Proceſs upon the ſaid Judgment againſt the ſaid *T.T.* his Goods or Chattels, until *Michaelmas* Day now next enſuing, *As* by the Record of the ſaid Judgment in the ſaid Court of Common Pleas, and the ſaid in Part recited Defeaſance, (Relation, &c. reſpectively, &c.) As to 30 *l.* being paid thereof. And whereas the ſaid *T.T.* hath paid to the ſaid *W.F.* the Sum of 30 *l.* in Part of the ſaid Sum of 100 *l.* and Intereſt, ſecured to him by the ſaid Judgment as aforeſaid, and there now remains due to him the ſaid *W.F.* by virtue thereof, only the Sum of 70 *l.* Principal Money, beſides Intereſt and Coſts due on the ſaid Judgment, which he the ſaid *W.F.* doth hereby acknowledge ſo to be: As to the Judgment obtained by Mr. *T.* againſt Sir *R.C.* in Error. And whereas the ſaid *T.T.* did as of *T.* Term now laſt paſt, obtain a Judgment in his Majeſty's Court of Exchequer Chamber at *Weſtminſter* on a Writ of Error affirmed there, for the Sum of 100 *l.* beſides Coſts of Suit againſt Sir *R.C.* Knight of the Bath, as by the Records of the ſame Judgment in the ſame Court may appear: As to the Agreement for further Time to Mr. *T.* and Aſſignment of Sir *R.*'s Judgment as a collateral Security. And whereas the ſaid *T.T.* not being at preſent able to pay to the ſaid *W.F.* the ſaid Principal Sum of 70 *l.* Intereſt and Coſts now remaining due to him as aforeſaid, hath requeſted of him farther Time for ſo doing, and as and for a further or collateral Security for Payment thereof, he the ſaid *T.T.* hath propoſed and agreed to aſſign the ſaid Judgment ſo by him obtained againſt the ſaid Sir *R.C.* as aforeſaid, and all Monies thereby ſecured unto the ſaid *T.B.* *Nevertheleſs upon the ſeveral Truſts*, and in ſuch Manner as herein after in that Behalf is mentioned and expreſſed, *In Conſideration* whereof, *He* the ſaid *W.F.* hath agreed to give unto him the ſaid *T.T.* ſuch further Time for Payment of the ſaid remaining Principal Sum of 70 *l.* and Intereſt and Coſts, and, on Payment thereof, ſuch Diſcharge and Satisfaction for the ſame, in ſuch Manner as herein after in that Behalf is alſo mentioned and expreſſed: Now this Indenture witneſſeth, Mr. *F.*'s Defeazance to Mr. *T.* that he the ſaid *W.F.* (in purſuance of his ſaid recited Agreement, and in Conſideration of the Aſſignment herein after made by the ſaid *T.T.* to the ſaid *F.B.* of the ſaid Judgment obtained by him againſt the ſaid Sir *R.C.* as aforeſaid, upon the Truſts herein after mentioned) Doth covenant, promiſe, grant and agree to and with the ſaid *T.T.* his Heirs, Executors, Adminiſtrators, and Aſſigns, and to and with every of them by theſe Preſents, that he the ſaid *W.F.* his Executors, Adminiſtrators or Aſſigns or any of them, ſhall not, nor will take or ſue out, or cauſe to be taken or ſued out, any Writ or Writs of Execution or other Proceſs, nor take any Advantage whatſoever againſt the ſaid *T.T.* his Executors or Adminiſtrators, or his or their Goods, Chattels, Lands or Tenements, upon the ſaid firſt recited Judgment ſo by him the ſaid *W.F.* obtained againſt the ſaid *T.T.* as aforeſaid, for the ſaid Principal Sum of 70 *l.* and Intereſt and Coſts now remaining due thereon, until from and after the Feaſt Day of St. *Michael* the Archangel, which will be in the Year of our Lord 17—. Mr. *T.*'s Aſſignment of Sir *R. C.*'s Judgment to Mr. *B.* And this Indenture further witneſſeth, that the ſaid *T.T.* in Conſideration of the Premiſſes, and in Purſuance of his before recited Agreement, and to the Intent that the ſaid remaining Principal Sum of 70 *l.* and Intereſt and Coſts, ſo now remaining due from him to the ſaid *W.F.* as aforeſaid, may be paid to him as ſoon as the ſame can or may be, and for and in Conſideration of the Sum of 5 *s.* of lawful Money to him paid by the ſaid *F.B.* at or before the executing hereof, the Receipt whereof is by him hereby acknowledged, and for divers, &c. He the ſaid *T.T.* Hath bargained, ſold, aſſigned, transferred and ſet over, And by theſe Preſents (by and with the Conſent and Approbation of the ſaid *W.F.* teſtified, &c.) Doth, &c. unto the ſaid *F.B.* his, &c. As well the ſaid recited Judgment ſo by him the ſaid *T.T.* obtained againſt the ſaid Sir *R.C.* as aforeſaid, As alſo the ſaid Sum of 100 *l.* thereby recovered, and all and every other Sum and Sums of Money whatſoever, thereby due and payable, and the full Benefit and Advantage of the ſame Judgment, and of all Monies thereon due or to become due and payable by virtue thereof, And all Forfeitures, Benefit and Advantage whatſoever, to be had, made or taken, by virtue of any Execution or Executions, or other Proceſs whatſoever to be ſued out upon the ſame Judgment, and all the Right, Intereſt, Property, Claim and Demand whatſoever, either

either at Law or in Equity of him the said *T.T.* or of any other Person or Persons in Trust for him, of, in and unto the said last mentioned Judgment, and Monies thereby secured and every Part thereof; **To have and to hold** the said last mentioned Judgment, and all Sum and Sums of Money thereby due or payable, and the full Benefit and Effect thereof, and all and singular other the hereby assigned Premisses unto and to the Use of the said *F.B.* his Executors, Administrators and Assigns from henceforth for evermore, and that in as full, large, ample and beneficial Manner, to all Intents and Purposes whatsoever, as he the said *T.T.* could or might have had, held, received or enjoyed the same, in case these Presents had not been made; **Nevertheless** to, for and upon the several Trusts, Intents and Purposes herein after mentioned and expressed, of and concerning the same, *viz.* Upon the special Trust that he the said *F.B.* his Executors, Administrators or Assigns, upon his or their Recovery or Receipt of the said hereby assigned Monies and Premisses, shall and do in the first Place pay thereout unto the said *W.F.* his Executors, Administrators or Assigns, the said remaining Principal Sum of 70*l.* Interest and Costs, so now remaining due to him from the said *T.T.* as aforesaid, together with all Interest that shall or may become due to the said *W.F.* on the said first mentioned Judgment, in full Discharge and Satisfaction of all Monies due to him by virtue thereof, and from and after full Payment thereof, and subject thereunto, and also from and after Payment out of the Residue of the hereby assigned Monies, of all Costs, Charges, Damages and Expences which he the said *F.B.* his Executors, Administrators or Assigns shall or may sustain, suffer or be put unto in the Execution of the Trusts hereby in him and them reposed, and which he and they are hereby enabled and impowered in the second Place to deduct and retain out of the same Monies, to his and their own Use and Benefit, and also subject thereunto; then upon this further Trust, that he the said *F.B.* his Executors or Assigns, shall and will pay or assign all the Residue of the said hereby assigned Monies, when and as the same shall be by him or them received by virtue of these Presents, unto the said *T.T.* his Executors, Administrators or Assigns, to and for his and their own Use and Benefit, and to or for no other Trust, Use, Intent or Purpose whatsoever; **And** for the better and more effectual enabling the said *F.B.* his Executors and Assigns, to recover and receive all and singular the said hereby assigned Monies and Premisses, nevertheless to, for and upon the several Trusts, Intents and Purposes aforesaid, he the said *T.T.* **hath** nominated, authorized, constituted and appointed, and by these Presents **Doth** nominate, *&c.* and in his Place and Stead put the said *F.B.* his Executor and Assigns, the true and lawful Attorney and Attornies of him the said *T.T.* in the Name of him the said *T.T.* his Executors or Administrators, or otherwise, to sue out and prosecute any Execution or Executions, or other Process against the said Sir *R.C.* his Heirs, Executors or Administrators, of his or their Lands or Tenements upon the said hereby assigned Judgment, and to do all and every such other lawful Acts and Things as shall be advised and thought fit, for the Recovering and Payment of all and singular the said hereby assigned Monies and Premisses, and upon Receipt thereof, to acknowledge Satisfaction upon Record of the same Judgment, or to give any other proper and sufficient Releases or Discharges for the same, and finally to make, do and execute all and every such further and other lawful Acts or Things, as well for the obtainiug, recovering and receiving of all and singular the said hereby assigned Monies and Premisses, as also for the releasing and discharging thereof, or of any Part thereof, and that as fully, effectually and absolutely, and in as large and ample Manner to all Intents and Purposes whatsoever, as he the said *T.T.* could or might have done the same if personally present, or as if these Presents had not been made; and he the said *T.T.* doth hereby allow, ratify and confirm all such lawful Acts and Things, as he the said *F.B.* his Executors or Assigns, shall do or cause to be done by virtue of these Presents; **Nevertheless** upon the several Trusts aforesaid: **And** the said *T.T.* for himself, his, *&c.* doth covenant, *&c.* to and with the said *F.B.* his, *&c.* by, *&c. viz.* that he the said *T.T.* hath not assigned or released the said hereby assigned Judgment, or any Sum or Sums of Money thereby secured or thereon due or payable, or any Part thereof; and that he the said *T.T.* his, *&c.* shall not, nor will at any Time hereafter assign, release or discharge the said hereby assigned Judgment, or the Monies thereby secured, or any Part thereof, or any Execution or Process to be brought thereupon, without the Consent and Direction in Writing first had and obtained of the said *W.F.* his, *&c.* for that Purpose, under his or their Hands and Seals. **And** the said *W.F.* for himself, his, *&c.* doth further covenant, *&c.* to and with the said *T.T.* his, *&c.* by, *&c.* that upon Payment to him or them of the said remaining Principal Sum of 70*l.* Interest and Costs as aforesaid, out of the said hereby assigned Monies and Premisses, by virtue of the Trusts aforesaid; or in Default thereof, then if he the said *T.T.* his, *&c.* shall well and truly pay the same to him or them, on or before the said Feast Day of St. *Michael the Archangel* which will be in the Year of our Lord, *&c.* shall and will at the proper Costs and Charges in the Law of him the said *T.T.* his Heirs, Executors or Administrators, acknowledge Satisfaction upon the Record of the said first recited Judgment

Habendum.

Trusts.

Letter of Attorney.

Mr. *T.* covenants, *viz.* hath not assigned Judgment; nor to release the same, or any Execution, *&c.* without Consent.

Covenant from Mr. *F.* on Payment of his Monies, to acknowledge Satisfaction.

Agreement if Monies not paid before *Michaelmas* —— then Mr. *F.* may sue out Execution.

Judgment so obtained against him the said *T.T.* by the said *W.F.* as aforesaid. **And** it is hereby agreed and declared by and between all the said Parties to these Presents, that in case the said remaining Principal Sum of 70*l.* Interest and Costs as aforesaid, shall not be paid to the said *W.F.* his Executors, Administrators or Assigns, in Manner as aforesaid, on or before the said Feast Day of St. *Michael the Archangel*, which shall be in the Year of our Lord —— then and in such Case, it shall and may be lawful to and for the said *W.F.* his Executors or Assigns, at any Time then after, to sue out and prosecute any Writ or Writs of Execution, or other Process whatsoever upon the said first recited Judgment, according to due Course of Law, or do any other lawful Act or Acts whatsoever for the recovering and receiving the said Principal Sum of 70*l.* Interest and Costs as aforesaid; any Thing herein contained to the contrary thereof in any wise notwithstanding **Provided always, and lastly,** it is hereby further agreed and declared by and between all the Parties hereunto, and the true Intent and Meaning of them and of these Presents is, that in case the said hereby assigned Monies and Premisses, can or shall not on or before the said *Michaelmas Day* —— be recovered and received by the said *F.B.* his Executors, Administrators and Assigns, and be by him and them paid and satisfied upon the Trusts aforesaid; then and in such Case, he the said *F.B.* his Executors or Assigns (at the Request and Charge of him the said *T.T.* his Executors, Administrators and Assigns) shall and will re-assign all and singular the hereby assigned Monies and Premisses, or so much thereof, as shall not then be by him or them received and applied for the Purposes aforesaid, unto the said *T.T.* his Executors, Administrators or Assigns, or as he or they shall direct or appoint; any Things in these Presents contained to the contrary thereof in any wise notwithstanding. **In Witness,** &c.

Proviso that if the assigned Premisses had not recovered or received before the Day, then the same to be re-assigned.

XXII. Of Leases for Lives and Years, and other Grants of and Interests in Terms for Life and Years in Lands, &c. (*a*) absolute.

An Assignment of a Lease, with the usual and necessary Covenants.

This Indenture made the —— Day of —— in the —— Year of the Reign, *&c.* **Between** *A.B.* of —— in the County of *B.* Gent. of the one Part, and *C.D.* of —— in the County of *M.* Grocer, of the other Part. **Whereas** in and by one Indenture of Lease bearing Date the —— Day of —— in the Year of our Lord 1750, and made or mentioned to be made between *E.F.* of —— in the said County of *B.* Gent. of the one Part, and the said *A.B.* of the other Part, **he** the said *E.F.* for the Considerations therein mentioned, did demise, grant, lease, set and to Farm let, (*as penned in the Lease*) unto the said *A.B.* **All** that Messuage, *&c.* situate, *&c.* (*pursue the Words of the Lease for the Description*, &c.) **To hold** unto the said *A.B.* his Executors, Administrators and Assigns, from the Feast Day of *St. Michael* then last past, for and during and unto the full End and Term of 44 Years from thence next ensuing, at and under the yearly Rent of ——*l.* payable in Manner as therein is mentioned, and subject to the Covenants therein contained, as in and by the said in Part recited Indenture of Lease, Relation being thereunto had, will more fully appear: **Now this Indenture witnesseth,** that the said *A.B.* for and in Consideration of the Sum of ——*l.* of lawful Money of *Great Britain*, to him in Hand paid by the said *C.D.* at and before the Sealing and Delivery of these Presents, the Receipt whereof he the said *A.B.* doth hereby acknowledge, and thereof and therefrom doth acquit, release and discharge the said *C.D.* his Executors, Administrators and Assigns, **hath** granted, bargained, sold, assigned, transferred and set over, and by these Presents **doth** grant, bargain, sell, assign, transfer and set over unto the said *C.D.* his Executors, Administrators and Assigns, **All** that the said Messuage or Tenement and Premisses above mentioned to be demised and leased to him the said *A.B.* in and by the said recited Indenture of Lease as aforesaid, and every Part and Parcel thereof; and also all the Estate, Right, Title, Interest, Term of Years yet to come and unexpired, Property, Benefit, Advantage, Claim and Demand whatsoever of him the said *A.B.* of, in and to the same, or of, in or to any Part or Parcel thereof, together with the said recited Indenture of Lease; **To have and to hold** the said Messuage or Tenement and Premisses above mentioned, and hereby granted and assigned, or meant or intended so to be, and every Part and Parcel thereof with the Appurtenances, together with the said recited Indenture of Lease, unto the said *C.D.* his Executors, Administrators and Assigns, for and during all the Rest, Residue and Remainder, yet to come and unexpired of and in the said Term of 44 Years in and by the said in Part recited Indenture of Lease granted, in as full, large,

Recital of the Lease.

Consideration of the Assignment.

Parcels.

Habendum.

(*a*) See further for conditional Assignments, and Tit. Mortgages.

large, ample and beneficial Manner and Form to all Intents and Purpoſes, as he the ſaid *A. B.* his Executors, Adminiſtrators or Aſſigns, might, ſhould, could or ought to have had, held and enjoyed the ſame, by Virtue or Means of the ſaid in Part recited Indenture of Leaſe, or otherwiſe howſoever. **And** the ſaid *A. B.* for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, promiſe and agree, to and with the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents in Manner and Form following (that is to ſay), that for and notwithſtanding any Act, Matter or Thing, by him had, made, done, committed, or wittingly or willingly ſuffered to the contrary, the ſaid recited Indenture of Leaſe is at the Time of the Sealing and Delivery of theſe Preſents a good and effectual Leaſe, valid in the Law, of and for the ſaid Premiſſes thereby demiſed and in no wiſe ſurrendered, forfeited, or become void or voidable in the Law; **And** that he the ſaid *A. B.* for and notwithſtanding any ſuch Act, Matter or Thing as aforeſaid, now hath in himſelf good Right, full Power and lawful and abſolute Authority to bargain, ſell, aſſign and ſet over the ſaid recited Indenture of Leaſe, and the ſaid Meſſuage, Tenement and Premiſſes, with the Appurtenances, unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, in Manner and Form aforeſaid; **And alſo** that he the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, ſhall or lawfully may from Time to Time and at all Times hereafter, for and during all the Reſt, Reſidue and Remainder yet to come and unexpired of the ſaid Term of 44 Years in and by the ſaid recited Indenture of Leaſe granted, peaceably and quietly have, hold, occupy, poſſeſs and injoy the ſaid Meſſuage or Tenements, and all and ſingular other the Premiſſes herein before mentioned or intended to be hereby aſſigned, with their and every of their Appurtenances, without the lawful Let, Suit, Trouble, Damage, Moleſtation, Eviction, Diſturbance, Hindrance or Interuption of or by him the ſaid *A. B.* his Executors, Adminiſtrators or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming or to claim from, by or under him, them or any of them, or by his, their or any of their Act, Means, Conſent, Neglect, Default, Privity or Procurement; and that free and clear and freely and clearly acquitted, exonerated and diſcharged, or by him the ſaid *A. B.* his Executors, Adminiſtrators or Aſſigns, well and ſufficiently ſaved, defended, kept harmleſs and indemnified of, from and againſt all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leaſes, Aſſignments, Surrenders, Forfeitures, Rents, Arrearages of Rents; and of and from all other Eſtates, Titles, Troubles, Charges and Incumbrances had, made, committed, done, or wittingly or willingly ſuffered, or to be had, made, committed, done, or wittingly or willingly ſuffered by him the ſaid *A. B.* or by, through, with or under his Act, Means, Conſent, Privity, Neglect, Default or Procurement; **And further**, that he the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, and all and every other Perſon or Perſons lawfully having or claiming or to claim any Eſtate, Right, Title or Intereſt, of, in, to or out of the ſaid hereby aſſigned Premiſſes or any Part thereof, by, from or under him, ſhall and will from Time to Time and at all Times hereafter, at the reaſonable Requeſt and at the proper Coſts and Charges in the Law of the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, make, do and execute all and every ſuch further and other lawful and reaſonable Act and Acts, Thing and Things, Aſſurance and Aſſurances in the Law whatſoever, for the further, better and more abſolute aſſigning, confirming and aſſuring of the ſaid Meſſuage or Tenement and Premiſſes hereby aſſigned, with their Appurtenances, unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, for and during all the Reſidue and Remainder of the ſaid Term of 44 Years, which ſhall be then to come and unexpired, as by the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, or his or their Counſel learned in the Law, ſhall be reaſonably deviſed, adviſed or required; ſo as ſuch further Aſſurances or Conveyances continue or extend to no further or other Warranty or Covenant, than againſt the Acts of the Perſon or Perſons making the ſame; and ſo as ſuch Perſon or Perſons, who ſhall be required to make the ſame, be not compelled or compellable to go or travel from their reſpective Places of Abode for the doing thereof. **And** the ſaid *C. D.* for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, doth covenant, promiſe and agree, to and with the ſaid *A. B.* his, Heirs, Executors and Adminiſtrators, by theſe Preſents in Manner and Form following (that is to ſay), that he the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, or ſome of them, ſhall and will from Time to Time and at all Times hereafter, well and truly pay the Rent, and perform the Covenants and Agreements in the ſaid recited Indenture of Leaſe reſerved and contained, which, on the Tenant's or Leſſee's Part from the feaſt Day of, *&c.* are and ought to be paid and preformed, according to the true Intent and Meaning of the ſaid Indenture of Leaſe; and thereof and therefrom, and of, from and againſt all Actions, Suits, Coſts, Charges, Expences, Troubles, Damages, and Demands whatſoever, which ſhall or may ariſe, happen, be commenced or proſecuted againſt the ſaid *A. B.* his Heirs, Executors or Adminiſtrators, or which he, they or any of them, ſhall or may ſuſtain, ſuffer or be put unto, for or by Reaſon or Means of the Non-payment of the Rent, or the Breach or Non-performance of the ſaid

Covenant that the Leaſe is a good Leaſe and valid;

and that he hath Power to aſſign,

for quiet Enjoyment,

free from Incumbrances, and to ſave harmleſs.

For further Aſſurance.

Aſſignee covenants to pay the Rent, *&c.*

and indemnify the Aſſignee therefrom, and from all Coſts, *&c.*

Covenants or Agreements, or any of them, shall and will at all Times hereafter well and sufficiently save, defend, keep harmless and indemnified the said *A. B.* his Heirs, Executors and Administrators for ever, by these Presents. **In Witness** whereof, *&c.*

N. B. *Where nothing (Good Will) is given for the Assignment of a Lease, let the Consideration be* 5 *s.* and Payment and Performance of Rent and Covenants in the Lease contained.

Where the Thing is of small Concern the Covenants may be abridged, or some omitted, to shorten the Deed: Some will insert only these, That the Lease is good, and for quiet Enjoyment.

Sometimes, especially where there is not to be a Counterpart of the Assignment, it is necessary to take a Bond for the Assignee to indemnify the Assignor against Payment of the Rent, &c. *and then the Covenants on the Assignee's Part may be omitted, if you would shorten the Deed.*

Another by Indorsement.

Know all Men by these Presents, that I the within named *A. B.* for and in Consideration of the Sum of —— *l.* of lawful Money of *Great Britain* to me in Hand paid by *C. D.* of, *&c.* the Receipt whereof is hereby acknowledged, **have** bargained, sold, assigned, transferred and set over, and by these Presents, **Do** bargain, sell, assign, transfer and set over, unto the said *C. D.* his Executors, Administrators and Assigns, the within contained Indenture of Lease, together with all and singular the Messuage, Tenement and Farm, Close of arable Lands, Meadows, Orchards, and all and singular other the Tenements and Premisses within contained, and to me, my Executors, Administrators and Assigns, thereby granted and demised; **To have and to hold** the said within contained Indenture of Lease, and the said Messuage, *&c.* and Premisses, with the Appurtenances, unto the said *C. D.* his Executors, Administrators and Assigns, for and during all the Rest, Residue, and Remainder now to come and unexpired, of and in the said Term of 17 Years in and by the said within Indenture of Leases to me granted and demised as aforesaid, in as full, large, ample and beneficial Manner and Form, as I the said *A. B.* might or could have had, held and enjoyed the same, in case these Presents had not been made; **Subject nevertheless** to the Payment of the yearly Rent, and Performance of all and singular the Covenants, Conditions, Provisoes and Agreements, in and by the same reserved and contained, and which, on the Part and Behalf of the Lessee and his Assigns, are and ought to be paid, performed, fulfilled and kept; **And** I the said *A. B.* do hereby for myself, my Executors and Administrators, covenant, promise and agree, to and with the said *C. D.* his Executors, Administrators and Assigns, that I have not at any Time heretofore made, done or committed, or wittingly or willingly suffered any Act, Matter or thing whatsoever, whereby or by Means whereof the said within Indenture of Lease, or the Residue of the said Term thereby granted, or any the Premisses thereby demised, and hereby assigned or intended to be hereby assigned to the said *C. D.* is, are, shall or may be impeached, forfeited, merged, or made void or voidable, or incumbered in any wise howsoever; **And** that he the said *C. D.* his Executors, Administrators and Assigns, shall or may peaceably and quietly have, hold, use, occupy, possess and enjoy the same Premisses from henceforth for and during all the Rest, Residue and Remainder of the same Term of 17 Years therein and thereby granted and demised, without any the lawful Let, Suit, Trouble, Hindrance, Molestation, Disturbance or Interruption of or by me the said *A. B.* my Executors or Administrators, or any other Person or Persons claiming or to claim by, from or under me. **In Witness** whereof I have hereto set my Hand any Seal this —— Day of —— in the Year of our Lord 1755.

Bond to indemnify Lessee against the Rent and Covenants in the Lease is necessary. See **Bond.**

Assignment of Leases by Executors, with Exceptions, &c.

This Indenture made, &c. **Between** *T. P.* of, *&c.* Esq; *W. P.* of, *&c.* Gent. and *J. B.* of, *&c.* Executors of the last will and Testament of *S. P.* late of, *&c.* Esq; and Citizen and Grocer of *London*, deceased, of the one Part, and *E. H.* of, *&c.* Brewer, of the other Part. **Whereas** by Indenture of Lease bearing Date, *&c.* Sir *W. L.* of, *&c.* Bart. did demise to *J. H.* Citizen and Draper of *London*, **All** that Piece or Parcel of Ground, being Part of, *&c.* otherwise called, *&c.* lying on the East Side of a Street called, *&c.* and abutting in such Manner, and containing such Dimensions, as in and by the said Indenture of Lease, and the Scheme or Ground-Plot thereunto annexed, are particularly described and set forth, together with all Ways, Passages, Water-Courses, Profits, Commodities and Appurte-

nances

nances whatsoever, to the said Piece or Parcel of Ground belonging or appertaining; **To hold** to the said *J. H.* his Executors, Administrators and Assigns, from *Midsummer* then last past, for the Term of sixty-two Years and a half, at a Pepper-Corn Rent for the first two Years and a half, and the yearly Rent of 28 *l.* for the Residue of the said Term, payable quarterly; **And whereas** the said Sir *W. L.* by one other Indenture of Lease, bearing Date on or about the said, *&c.* did demise to the said *J. H.* **All** that other Piece or Parcel of Ground, being Part of the said Field commonly called, *&c.* otherwise, *&c.* aforesaid, lying on the South Side of a Way or Street leading towards, *&c.* commonly called, *&c.* and abutting in such Manner, and containing such Dimensions, as in and by the last mentioned Indenture of Lease, and the Scheme or Ground-Plot thereunto annexed are particularly described and set forth, together with all Ways, Passages, Water-Courses, Profits, Commodities and Appurtenances whatsoever, to the said last mentioned Piece or Parcel of Ground belonging or appertaining; **To hold** to the said *J. H.* his Executors, Administrators and Assigns, from *Midsummer* then last past, for the Term of sixty-two Years and an half, and the yearly Rent of 10 *l.* for the Remainder of the said Term; **And whereas** the said *J. H.* by Indenture of Assignment, bearing Date on or about the, *&c.* (for the Considerations therein mentioned) did bargain, sell and assign to *S. T.* of *London*, Esq; the said two several before recited Indentures of Lease, and the said respective Pieces or Parcels of Ground thereby demised; **And also all** those sixteen Messuages or Tenements then erected and built in or upon the said two Pieces or Parcels of Ground, or some Part thereof, and then or then late in the several Tenures or Occupations of *J. B. W. C. J. J. R. P. J. T.* and the said *J. H.* their several Lessees, Under-Tenants or Assigns; and all other the Messuages or Tenements, Edifices, Erections, Structures and Buildings then erected, set up or built in or upon the said two Pieces or Parcels of Ground, or either of them, with their and every of their Appurtenances; **And** all the Estate, Right, Title, Interest, Claim and Demand whatsoever of him the said *J. H.* of, in, to or out of the Premisses or any Part thereof in any wise howsoever; **To hold** to the said *S. T.* his Executors, Administrators and Assigns from thenceforth during all the Residue and Remainder of the said several Terms of sixty-two Years and a half then to come and unexpired; **And whereas** the said *S. T.* then Sir *S. T.* by Indenture of Assignment under his Hand and Seal, bearing Date on or about the, *&c.* (for the Considerations therein mentioned) did bargain, sell and assign unto the above named *S. P.* the said two several recited Indentures of Lease, and the said recited Indenture of Assignment, and the said two Pieces of Ground, and the said several Messuages, Tenements, and all other the Premisses by the said Indentures of Lease and Indenture of Assignment demised or assigned with their and every of their Appurtenances, and all his Estate and Interest therein; **To hold** to the said *S. P.* his Executors, Administrators or Assigns from thenceforth, for and during all the Residue and Remainder of the said two several Terms of sixty-two Years and a half, in and by the said two several recited Indentures of Lease granted, then to come and unexpired; as in and by the said several recited Indentures of Lease and Indentures of Assignment, Relation being thereunto respectively had, may more fully appear; **And whereas** all the Estate and Interest of the said *S. P.* of and in the said two several recited Indentures of Lease and Indentures of Assignment, and the Premisses thereby demised or assigned, are become legally vested in the said *T. P. W. P.* and *J. B.* as Executors to the said *S. P.* and Devisees of the Residue of his Estate: **Now this Indenture witnesseth**, That they the said *T. P. W. P.* and *J. B.* for and in Consideration of the Sum of, *&c.* of lawful Money of *Great Britain*, to them, some or one of them, in Hand, at or before the Sealing or Delivery hereof, by the said *E. H.* well and truly paid, the Receipt whereof they do hereby acknowledge, and thereof and of and from every Part and Parcel thereof do fully, clearly and absolutely release, acquit and discharge the said *E. H.* his Executors, Administrators and Assigns, and every of them by these Presents, **have** and each of them **hath** bargained, sold, assigned and set over, and by these Presents do, and each of them doth fully, clearly and absolutely, bargain, sell, assign and set over, unto the said *E. H.* his Executors, Administrators and Assigns, the said two several recited Indentures of Lease and Indentures of Assignment, and the said two Pieces or Parcels of Ground, with the said sixteen Messuages or Tenements, and all other Messuages or Tenements, Edifices, Structures, Erections and Buildings whatsoever, in or upon the said two Pieces or Parcels of Ground, or any Part thereof erected, set up or built; and all Ways, Passages, Water-Courses, Lights, Easements, Yards, Gardens, Backsides, Cellars, Solars, Chambers, Rooms, Outlets, Grounds, Lands, Emoluments, Profits, Commodities, Privileges, Advantages and Appurtenances whatsoever, to the said Pieces or Parcels of Ground, Messuages or Tenements, and other the Premisses, or any Part thereof, of Right belonging or appertaining, or with the same demised, held, used or enjoyed, or accepted, reputed, taken or known as Part, Parcel or Member thereof, or any Part thereof, by Virtue, Force or Means of the said two recited Indentures of Lease and Indenture of Assignment, or any of them, or any Grant, Article, Covenant,

Recital of another Lease. The Premisses.

The *Habendum.*

Assignment of the said Leases.

The *Habendum.*

Assignment of the Assignment.

The *Habendum.*

Which Leases and Assignments are legally vested in Executors, who in Consideration of a Sum of Money assign the same.

nant, Clause, Act, Power or Thing whatsoever, in or by them, or any of them comprised, contained, specified, mentioned, or springing or arising in any wise howsoever; **And** the Reversion and Reversions, Remainder and Remainders of all and singular the Premisses, and of every or any Part or Parcel thereof; **And** all Rents and yearly Profits reserved, due, or payable by or upon any Leases, Grants or Demises made of the Premisses, or any Part thereof, together with the Counterparts of all such Leases, Grants or Demises, and also all the Estate, Right, Title, Interest, Term and Terms of Years yet to come and unexpired, Use, Trust, Property, Possession, Claim and Demand whatsoever, both at Law and in Equity of them the said *T. P. W. P.* and *J. B.* of, in, to or out of the said Ground, Messuages, Tenements, Buildings, and other the Premisses, every or any of them in any wise howsoever; **To have and to hold** the said two several Pieces or Parcels of Ground, Messuages, Tenements, Erections and Buildings, and all and singular other the Premisses herein before mentioned, or intended to be hereby sold or assigned, with their and every of their Appurtenances, unto the said *J. H.* his Executors, Administrators and Assigns, from the Feast-Day of the Annunciation of the Blessed Virgin *Mary*, last past before the Date hereof, for and during all the Residue and Remainders of the said two several Terms of sixty-two Years and a half, in or by the said two several recited Indentures of Lease respectively granted, then to come and unexpired. **And** the said *T. P. W. P.* and *J. B.* for themselves severally and respectively, and for their several and respective Heirs, Executors and Administrators, and for their several and respective Acts and Deeds, and not the one for the other, or for the Heirs, Executors or Administrators, or for the Acts or Deeds of the other of them, do covenant, promise and agree, to and with the said *E. H.* his Executors, Administrators and Assigns, by these Presents, in Manner and Form following; (that is to say) That for and notwithstanding any Act, Matter or Thing, by them or any of them respectively had, made, done, committed, or wittingly or willingly suffered to the contrary, (except as herein after is excepted) the said two several recited Indentures of Lease are, at the Time of the Sealing and Delivery of these Presents, good and effectual Leases valid in the Law, of and for the Premisses thereby respectively demised, and not any way surrendred, forfeited, or become void or voidable in the Law; **And** that they the said *T. P. W. P.* and *J. B.* for and notwithstanding any such Act, Matter or Thing as aforesaid, (except as herein after is excepted) now have in themselves good Right, full Power, and lawful and absolute Authority, to bargain, sell, assign and set over the said two recited Indentures of Lease, and the said two Pieces or Parcels of Ground, Messuages or Tenements, and all other the said hereby assigned Premisses, with their Appurtenances, *&c.* unto the said *E. H.* his Executors, Administrators and Assigns, in Manner and Form aforesaid; **And also**, That he the said *E. H.* his Executors, Administrators and Assigns, shall or lawfully may from Time to Time, and at all Times hereafter, for and during all the Rest and Residue yet to come and unexpired of the said two several Terms of sixty-two Years and an half, in or by the said two recited Indentures of Lease respectively granted, peaceably and quietly have, hold, occupy, possess and enjoy the said two several Pieces or Parcels of Ground, Messuages or Tenements, and all and singular other the Premisses herein before mentioned or intended to be hereby assigned, with their and every of their Appurtenances, without any lawful Let, Suit, Trouble, Denial, Molestation, Eviction, Disturbance, Hindrance or Interruption, of or by them the said *T. P. W. P.* and *J. B.* or any of them respectively, or their respective Executors, Administrators or Assigns, or of or by any other Person or Persons lawfully claiming or to claim, from, by or under them, or any of them, or under the said *S. P.* deceased, or by their or any of their Act, Means, Consent, Neglect, Default or Procurement respectively; and that free and clear, and freely and clearly acquitted, exonerated and discharged, or by them the said *T. P. W. P.* and *J. B.* their Executors, Administrators or Assigns, well and sufficiently saved, defended, kept harmless and indemnified, of, from and against all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leases, Assignments, Surrenders, Forfeitures, Rents, Arrearages of Rents, and of and from all other Estates, Titles, Troubles, Charges and Incumbrances whatsoever, had, made, committed, done, or wittingly or willingly suffered, or to be had, made, committed, done, or wittingly or willingly suffered, by them the said *T. P. W. P.* and *J. B.* or any of them respectively, or the said *S. P.* deceased, or by, through, with, or under their or any of their Act, Means, Consent, Privity, Neglect, Default or Procurement. **Excepting always** the Rent, Covenants and Agreements, reserved and contained in or by the said two several recited Indentures of Lease, which from the said Feast-Day of the Annunciation of the Blessed Virgin *Mary* now last past, on the Tenants or Lessees Part and Behalf, shall grow due, or ought to be kept and performed; **And also except** one Indenture of Lease bearing Date, *&c.* made by the said *T. P. W. P.* and *J. B.* to the said *E. H.* together with *W. H.* of a Triangular Piece of Ground, lying, *&c.* being Part of the said hereby assigned Premisses, for the Term of eighteen Years, and one Quarter of a Year, commencing from the Feast-Day of the Annunciation of the Blessed Virgin *Mary* then last past, at the Rent,

The *Habendum*.

Covenant, that the said Leases, *&c.* are good and valid, and not incumbred, forfeited, void or voidable.

And that the Assignors have full Power to assign the same.

Covenant for quiet Enjoyment.

And to save harmless, *&c.*

Excepting the Rents, *&c.*

And an Indenture of Lease.

&c. of 17*s.* 6*d.* for the firſt Quarter of a Year of the ſaid Term, and the yearly Rent of 3*l.* 10*s.* for the Remainder of the ſaid Term: **And alſo except** ſeveral Indentures of Leaſe made by the ſaid *J. H.* and the ſaid Sir *S. T.* or one of them, to *J. B. W. C. J. J. J. T.* and the ſaid *J. H.* of ſeveral Parts of the ſaid two Pieces or Parcels of Ground, or the Buildings thereon erected, for ſeveral Terms of Years expiring at or about *Midſummer*, which will be in the Year, *&c.* whereupon ſeveral yearly Rents are reſerved, amounting in the whole to the Sum of, *&c.* which ſaid ſeveral yearly Rents, together with the above mentioned yearly Rent of, *&c.* reſerved upon the ſaid excepted Leaſe made to the ſaid *E. H.* and *W. H.* are from, *&c.* now laſt paſt to become due and payable to the ſaid *E. H.* his Executors, Adminiſtrators and Aſſigns; **And** alſo except ſuch Right or Title as may be remaining in any Perſon or Perſons, in or to a certain Leaſe granted by the ſaid Sir *S. T.* to the ſaid *J. H.* of the ſaid Piece of Ground now demiſed by the ſaid firſt above excepted Leaſe to the ſaid *E. H.* and *W. H.* for fifty-nine Years, three Quarters of a Year, and eleven Weeks from, *&c.* at the yearly Rent, *&c.* which ſaid Leaſe was voided by the Re-entry of the ſaid *T. P. W. P.* and *J. B.* for Non-payment of the ſaid yearly Rent of, *&c.* none or but a very ſmall Part thereof having been paid ſince the making of the above mentioned Aſſignment from the ſaid Sir *S. T.* to the above named *S. P.* **And further,** That they the ſaid *T. P. W. P.* and *J. B.* reſpectively, and their reſpective Executors, Adminiſtrators and Aſſigns, and all other Perſon or Perſons lawfully having or claiming, or to claim any Eſtate, Right, Title or Intereſt, of, in, to or out of the ſaid hereby aſſigned Premiſſes, or any Part thereof, by, from or under them, or any of them reſpectively, (other than ſuch Perſon or Perſons, as are or ſhall be intitled to the ſaid aſſigned Premiſſes, or any Part thereof, by Virtue of the ſaid excepted Leaſes, or any of them, for or in Reſpect of the ſaid excepted Leaſes only) ſhall and will from Time to Time, and at all Times hereafter, at the reaſonable Requeſt, *&c.*——*This Covenant, with the Covenant for Payment of the Rent, and to ſave harmleſs,* &c. *as in the preceding Leaſe.*

Exceptingalſo ſeveral Indentures of Leaſe.

Covenant for further Aſſurance.

Aſſignment, by one Joint Leſſee to the other, of all his Intereſt and Eſtate in the Leaſe.

TO all to whom theſe Preſents ſhall come, I *J. W.* of, *&c.* ſend Greeting. **Whereas** Sir *W T.* Sir *J. M.* Sir *W. P.* Sir *H L* Knt. and Aldermen of the City of *London*, and Sir *P. R.* Knt. Alderman and Chamberlain of the ſaid City, by their Indenture of Leaſe under their ſeveral Hands and Seals bearing Date, *&c.* made between the ſaid Sir *W. T. &c.* of the one Part, and *C. A.* of, *&c.* Gent. and the ſaid *J. W.* of the other Part, reciting as therein is recited, for the Conſiderations therein mentioned, did leaſe, ſet, and to Farm let unto the ſaid *C. A.* and *J. W.* **All** that their new built Meſſuage or Tenement, with the Appurtenances, ſituate, *&c.* containing, *&c.* **To have and to hold** the aforeſaid Meſſuage or Tenement, with the Appurtenances, unto the ſaid *C. A.* and *J. W.* their Executors, Adminiſtrators and Aſſigns, from the Feaſt-Day of, *&c.* then laſt paſt, before the Date of the ſaid Indenture, for and during and unto the full End and Term of, *&c.* from thence next enſuing, and fully to be compleat and ended; **Yielding and paying** therefore yearly and every Year during the ſaid Term, unto the ſaid Sir *W. T. &c.* their Executors, Adminiſtrators or Aſſigns, or to the major, *&c.* for the Time being, their Succeſſors or Aſſigns, at or within the publick Compting-houſe in the, *&c.* the yearly Rent or Sum of, *&c.* at the four moſt uſual Feaſt-Days or Terms of the Year therein ſpecified, by even and equal Portions, as in and by the ſaid recited Indenture of Leaſe, wherein divers other Covenants, Clauſes, Conditions and Agreements are contained, Relation being thereunto had, may more fully and at large appear: **Now this Indenture witneſſeth,** That I the ſaid *J. W.* for and in Conſideration of the Sum of, *&c.* by the ſaid *C. A.* to him the ſaid *J. W.* in Hand at or before the Enſealing and Delivery of theſe Preſents well and truly paid, the Receipt whereof he the ſaid *J. W.* doth hereby acknowledge, and himſelf to be therewith fully ſatisfied, contented and paid, and thereof and from every Part thereof doth hereby acquit, exonerate and diſcharge the ſaid *C. A.* his Executors, Adminiſtrators and Aſſigns, and every of them by theſe Preſents, and alſo for divers other good Cauſes and valuable Conſiderations, him the ſaid *J. W.* thereunto moving, **Hath** granted, bargained, ſold, aliened, aſſigned, remiſed, releaſed, and for ever quit-claimed, and by theſe Preſents doth grant, bargain, ſell, alien, aſſign, remiſe, releaſe and for ever quit-claim unto the ſaid *C. A.* **All** the Eſtate, Right, Title, Intereſt, Term of Years to come, Claim, Profit, Property or Demand whatſoever, which he the ſaid *J. W.* now hath, or which he, his Executors, Adminiſtrators or Aſſigns, at any Time hereafter may or ought to have, of, in or to the ſaid recited Indenture of Leaſe, or the Meſſuage or Tenement thereby demiſed, with the Appurtenances, and every or any Part or Parcel thereof; **To have and to hold** the ſaid recited Indenture of Leaſe, and the ſaid Meſſuage or Tenement and Premiſſes, and every Part and Parcel thereof, unto the ſaid *C. A.* his Executors, Adminiſtrators and Aſſigns, to the only

Recital of the Leaſe.

The *Habendum.*

The *Reddendum.*

Covenant of the Aſſignment of the ſaid Leaſe.

Habendum for the Reſidue of the Term.

proper Use and Behoof of him the said *C. A.* his Executors, Administrators and Assigns, from the Day of the Date of these Presents, for and during all the Rest and Residue now to come and unexpired of the said Term of, &c. in and by the said recited Indenture of Lease granted, and fully to be compleat and ended. **And** the said *J. W.* for himself, his Executors, Administrators and Assigns, and for every of them, doth covenant, promise, grant and agree, to and with the said *C. A.* his Executors, Administrators and Assigns, in Manner and Form following, that is to say, **That** the said recited Indenture of Lease, and the Messuage or Tenement aforesaid and Premisses, with all and singular the Appurtenances, &c. be, and so from henceforth for and during all the Rest and Residue now to come and unexpired of the said Term of, &c. shall remain and continue, free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise by the said *J. W.* his Executors and Administrators, well and sufficiently saved, kept harmless and indemnified, of and from all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leases, Assignments, Judgments, Executions, and of and from all other Titles, Troubles, Charges and Incumbrances whatsoever, had, made, committed, done or suffered, or to be had, made, committed, done or suffered by him the said *J. W.* the Rent and Covenants in and by the said recited Indenture of Lease reserved and contained, which from henceforth for and during all the Rest and Residue of the said Term of, &c. are to be wholly and solely paid and performed by the said *C. A.* his Executors, Administrators and Assigns, only excepted and foreprized. **And also,** That he the said *J. W.* his Executors and Administrators, shall and will at any Time or Times hereafter, upon the Request, and at the proper Costs and Charges in the Law of him the said *C. A.* his Executors, Administrators or Assigns, make and execute to him the said *C. A.* his Executors or Administrators, such further and other Assurance or Assurances of the Premisses as by the Counsel learned in the Law, of him the said *C. A.* his Executors, Administrators or Assigns shall be reasonably advised and directed. **In Witness,** &c.

Covenant that the said Lease and Premisses are free from Incumbrances.

Except the Rent and Covenants reserved in the said recited Indenture of Lease.

Covenant to make further Assurance.

An Assignment of several Leases for Years, for the Residue of the several Terms therein mentioned.

THIS Indenture, made, &c. **Between** Sir *A. D.* of, &c. Knt. on the one Part, and *G. B.* of *London*, Merchant, of the other Part. **Whereas** the Parson or Rector, and Wardens of the Parish Church of St. *Magnus* the Martyr, near *London Bridge*, by their Indenture of Lease under their Hands and Seals, bearing Date, &c. for the Consideration therein mentioned, did demise, grant, and to Farm let unto *J. P.* of, &c. Vintner, all that Capital Messuage, Tenement or Tavern, with the Appurtenances, then or since called the *Sun Tavern*, situate, lying or being in or near, &c. **To hold** to the said *J. P.* his Executors, Administrators and Assigns, from, &c. which was in the Year, &c. for the Term of one and forty Years, from thence next ensuing and fully to be compleat and ended, under the yearly Rent of, &c. payable at the Days and Times therein mentioned, as in and by the said recited Indenture of Lease, Relation being thereunto had, may more fully and at large appear: **And whereas** the said recited Indenture of Lease, and the Messuage, Tenement or Tavern, with the Appurtenances thereby granted, are by one or more mean Assignment or Assignments, or other Conveyance in the Law, legally come unto and vested in the said Sir *A. D.* for all the Rest and Residue of the said Term of forty-one Years, in and by the said recited Indenture of Lease granted yet to come and unexpired: **And whereas** by Indenture, bearing Date, &c. made or mentioned to be made between *R. J.* Clerk, Rector of the said Parish Church of St. *Magnus*, and *W. C.* Fishmonger, and *R. P.* Haberdasher, Citizens of *London*, Wardens and Keepers of the Goods, Works, Rents and Ornaments of the said Parish Church of St. *Magnus* of the one Part; and the said Sir *A. D.* by the Name of *A. D.* of, &c. Gent. on the other Part; they the said Rector and Churchwardens, as well in Consideration of new Building, as for divers other Considerations therein mentioned, did demise, grant, and to Farm let unto the said Sir *A. D.* so much of all that Toft, Scite, Place and Ground, where before the dismal and dreadful Fire, which happened in *London* in *September* 1666, was and stood the aforesaid Capital Messuage, Tenement or Tavern, with the Appurtenances, called the *Sun*, situate, &c. aforesaid, and then late in the Tenure or Occupation of the above-named *J. P.* as was not then cut off, or appointed to be cut off, or left for the Enlargement of the Street there, which said Toft, Scite, Place and Ground, then was in the Tenure or Occupation of the said Sir *A. D.* his Under-tenants or Assigns, containing the several Dimensions in a Scheme or Draught thereof to the said Indenture of Lease annexed, particularly mentioned, together with all Ways, Passages, Lights, Easements, Cellars, Vaults, Profits, Commodities and Appurtenances whatsoever, to the said demised Part of a Toft, Place and Ground, Messuage and Scite, or any

Recital of a Lease of a Tavern.

Habendum for the Term of 41 Years.

Recital of an Assignment of the said Indenture of Lease.

Recital of an Indenture of Lease of Part of a Toft, &c. to be built on.

any Part thereof, in any wiſe appertaining; **To hold** unto the ſaid Sir *A. D.* his Executors, Adminiſtrators and Aſſigns, from the Feaſt-Day of St. *Michael* the Archangel, which ſhould be in the Year of our Lord, *&c.* and from the Expiration, Forfeiture, or ſooner Determination of a former Leaſe, theretofore let to the ſaid *J. P.* and herein before mentioned and recited, wherein there were to come about, *&c.* which firſt or next ſhould happen, for and during the Term of, *&c.* from the reſpective intended Commencement or Beginning of the ſaid Demiſe as aforeſaid, next enſuing and fully to be compleat and ended, **Under** the yearly Rent of, *&c.* for every Year of the ſaid Term, and under the Rent of, *&c.* for the laſt three Quarters of a Year, payable Quarterly: **And whereas** by one other Indenture, bearing Date, *&c.* and made or mentioned to be made between the above named Rector and Churchwardens, on the one Part, and the ſaid Sir *A. D.* by the Name of *A. D.* of, *&c.* Gent. on the other Part, **They** the ſaid Rector and Churchwardens, in Conſideration of new Building, and for divers other Conſiderations therein mentioned, did demiſe, grant, and to Farm let, unto the ſaid Sir *A. D.* **All** that Toft, Scite, Place and Ground, where, before the ſaid dreadful Fire of *London*, ſtood the aforeſaid Meſſuages or Tenements, with the Appurtenances, called the *Sun Tavern*, as was not then cut off or appointed to be cut off or left for the Enlargement of the Street there, and then late was in the Tenure or Occupation of *G. M.* and after that of, *&c.* and after that of *A. S.* Fiſhmonger, containing in Length, *&c.* and in Breadth, *&c.* together with all Ways, Paſſages, Lights, Eaſements, Profits, Commodities and Appurtenances whatſoever, to the ſaid demiſed Premiſſes belonging or in any wiſe appertaining; **To hold** to the ſaid Sir *A. D.* his Executors, Adminiſtrators and Aſſigns, from the Feaſt-Day of the Nativity of, *&c.* next following the Day of the Date of the ſame Indenture, for and during the Term of, *&c.* from thence next following fully to be compleat and ended, **Under** the yearly Rent of, *&c.* payable Quarterly, as in and by the ſaid two laſt recited Indentures of Leaſe, Relation thereunto being reſpectively had, may more fully and at large appear: **And whereas** the ſaid Sir *A. D.* hath, ſince the ſaid late dreadful Fire, erected and built upon the ſaid Toft, Scite, Pieces and Parcels of Ground above mentioned to be granted by the ſaid ſeveral recited Indentures of Leaſe, one Capital Meſſuage or Tenement, called or known by the Name of the *Sun Tavern*, and now in the ſeveral Tenures or Occupations of, *&c.* or ſome of them. **Now this Indenture witneſſeth**, That the ſaid Sir *A. D.* as well for and in Conſideration of the Sum of 1010 *l.* of lawful, *&c.* to be paid to him the ſaid Sir *A. D.* by the above named *G. B.* immediately after the Sealing and Delivery of theſe Preſents, according to a certain Agreement in Writing, under the Hand and Seal of the ſaid *G. B.* bearing Date, *&c.* and a Collateral Agreement bearing even Date with theſe Preſents, wherewith the ſaid Sir *A. D.* doth hereby acknowledge himſelf fully ſatisfied and contented, and for divers other good Cauſes and Conſiderations him hereunto moving, **Hath** granted, bargained, ſold, aſſigned and ſet over, and by theſe Preſents doth grant, bargain, ſell, aſſign and ſet over unto the ſaid *G. B.* **All** the ſaid Toft, Scite, Soil, Pieces or Parcels of Ground, and all and ſingular other the Premiſſes in and by the ſaid recited Indentures of Leaſe or any of them demiſed or granted, or mentioned or intended to be by them or any of them demiſed or granted, with their and every of their Rights, Members and Appurtenances, and all that the ſaid Capital Meſſuage or Tenement, with the Appurtenances now erected and built, called or known by the Name of the *Sun Tavern*, as the ſame is now divided and ſeverally let to and occupied or enjoyed by the ſaid, *&c.* or ſome of them, or ſome of their Under-Tenants or Aſſigns; and alſo all the Eſtate, Right, Title, Intereſt, Term and Terms of Years yet to come, Property, Profit, Uſe, Truſt, Benefit, Claim and Demand of him the ſaid Sir *A. D.* either in Law or Equity, of, in or to the Premiſſes, and every or any Part or Parcel thereof, together alſo with the ſaid ſeveral recited Indentures of Leaſe, and the Aſſignment or Aſſignments, or other Conveyances in the Law herein before mentioned and intended, and every of them; **To have and to hold** the ſaid Toft, Scite, Soil, Pieces or Parcels of Ground, Meſſuage or Tenement, and all and ſingular other the Premiſſes herein before mentioned or intended to be hereby granted, bargained, ſold, aſſigned and ſet over, with their and every of their Rights, Members and Appurtenances, unto the ſaid *G. B.* his Executors, Adminiſtrators and Aſſigns, from henceforth for and during and unto the full End of the ſeveral Terms of Years in and by the ſaid ſeveral recited Indentures of Leaſe, or any of them, granted or meant, mentioned or intended to be granted, which are to begin or commence at any Time hereafter, or which are already begun or commenced, and are therein yet to come and unexpired. **And** the ſaid Sir *A. D.* for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, doth covenant, promiſe and grant, to and with the ſaid *G. B.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, in Manner and Form following, (that is to ſay) That the ſaid ſeveral recited Indentures of Leaſe at the Time of the Enſealing and Delivery of theſe Preſents, for or notwithſtanding any Act, Matter or Thing by the ſaid Sir *A. D.* done, or to be done or ſuffered to the contrary, are good, ſure, perfect and indefeaſible Leaſes in the Law, of and for all and ſingular

Habendum for a Term of Years, under a yearly Rent.

Recital of another Indenture of Leaſe, of another Toft, *&c.*

Habendum for a Term of Years under a certain Rent payable quarterly.

Recital of Buildings erected on the Premiſſes.

Covenant of Bargain and Sale, by way of Aſſignment of all the Premiſſes.

Habendum for the ſeveral Terms of Years, either begun or to be begun, and yet to come and unexpired.

Covenant that the ſaid ſeveral recited Indentures are good in the Law, *&c.*

singular the Premisses thereby respectively demised, and for and notwithstanding any such Act, Matter or Thing as aforesaid, so shall stand, remain, continue and be unto the said *G. B.* his Executors, Administrators and Assigns, from henceforth for and during the several Terms of Years thereby respectively granted, and therein now to come and unexpired, under the Rents, Covenants and Conditions therein respectively mentioned or contained; **And** that the said Sir *A. D.* now hath in himself good Right, full Power and lawful Authority to grant and assign all and singular the Premisses herein before mentioned or intended to be hereby granted and assigned, and every Part and Parcel thereof, with their and every of their Rights, Members and Appurtenances, unto the said *G. B.* his Executors, Administrators and Assigns, in Manner and Form aforesaid; **And also**, That the said *G. B.* his Executors, Administrators and Assigns, shall or lawfully may from Time to Time, and at all Times hereafter, during the Continuance of the several Terms of Years in and by the said several recited Indentures of Lease or any of them granted, or meant, mentioned or intended to be granted, peaceably and quietly have, hold, occupy, possess and enjoy, all and singular the Premisses herein before mentioned or intended to be hereby granted, and every Part and Parcel thereof, with their and every of their Rights, Members and Appurtenances, without the lawful Let, Suit, Trouble, Denial, Eviction, Expulsion or Interruption of him the said Sir *A. D.* his Executors or Administrators, or any of them, or any other Person or Persons whatsoever lawfully claiming or to claim, by, from or under him, them or any of them; **And** that free and clear, and freely, clearly and absolutely acquitted, exonerated and discharged, or otherwise by him the said Sir *A. D.* his Heirs, Executors or Administrators, or some of them, well and sufficiently saved, kept harmless and indemnified of and from all and all Manner of former and other Grants, Gifts, Bargains, Sales, Leases, Assignments, Mortgages, Surrenders, Forfeitures, Rents, Arrearages of Rent, Debts, Duties, Judgments, Executions, Extents, Statutes, Rights, Titles, Estates, Charges, Troubles and Incumbrances whatsoever, had, made, committed, done, or wittingly or willingly suffered, or to be had, made, committed, done or suffered by the said Sir *A. D.* or any Person or Persons lawfully claiming or to claim, by, from or under him; **Except** the several yearly Rents, Covenants, Conditions and Agreements in and by the said several recited Indentures of Lease reserved, mentioned and expressed, which from henceforth, on the Tenants or Lessees Part are and ought to be paid, performed, fulfilled and kept; **And** also except such Lease or Grant, which the said *M. D.* now hath or pretends to have for the holding such Part of the said Capital Messuage or Tenement, or Tavern, as is now in his Possession for divers Years to come, at, *&c. per Ann.* **And likewise**, Except one Lease made by the said Sir *A. D.* to *E. F.* of, *&c.* Gent. by Indenture, bearing Date, *&c.* of so much of the said Capital Messuage, Tenement or Tavern, as is now in the Possession of the above named *J. F.* Son of the said *E. F.* his Under-tenants or Assigns, for the Term of, *&c.* from, *&c.* last past, before the Date hereof, under the yearly Rent of 100*l.* payable quarterly, which said Rents during the Continuance of the respective Leases or Grants, and all other Rent and Rents issuing out of the Premisses, or any Part thereof, shall and may from henceforth be paid, and payable to the said *G. B.* his Executors, Administrators and Assigns. **And further**, That he the said Sir *A. D.* his Executors, Administrators and Assigns, and every other Person or Persons, having or lawfully claiming any Estate or Interest, of, in, to, or out of the Premisses herein before mentioned and intended to be hereby granted and assigned, or any Part or Parcel thereof, by, from, or under him, at any Time or Times hereafter, shall and will upon the reasonable Request, and at the proper Costs and Charges in the Law, of the said *G. B.* his Executors, Administrators and Assigns, make, seal, execute, perform and do, all and every such Act and Acts, Thing and Things, Devises and Conveyances in the Law, for the further and more perfect conveying and confirming of all and singular the Premisses herein before mentioned or intended to be hereby granted and assigned unto the said *G. B.* his Executors, Administrators and Assigns, for and during the several Terms of Years, in and by the said several recited Indentures of Lease or any of them granted, and therein now to come and unexpired, as by the said *G. B.* his Executors, Administrators or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised, advised or required; **So** as such further Acts or Conveyances, or any of them, do not nor shall contain any further or other Warranty or Covenants for quiet Enjoyment, or freeing from Incumbrances, than as in these Presents is or are contained, and so as the Person or Persons, that shall be required to make or execute such further Acts or Conveyances or any of them be not, nor shall be compelled or compellable to travel for the doing thereof, from the Place of his or their Habitation or Abode, at the Time of such Request to be made as aforesaid. **And** the said *G. B.* for himself, his Executors, Administrators and Assigns, doth hereby covenant, promise and grant, to and with the said Sir *A. D.* his Executors, Administrators and Assigns, that he the said *G. B.* his Executors, Administrators and Assigns, or some of them, shall and will from Time to Time, and at all Time hereafter, well and sufficiently save, defend, keep harmless and indemnified the said Sir

And that the Assignor hath Power to assign the same.

Covenant for quiet Enjoyment.

And that the Premisses are free from all Incumbrances,

except the Rents, *&c.* in the several recited Indentures mentioned.

Except also two other Leases of Part of the Premisses.

Covenant to make farther Assurance upon Request.

So as such further Assurances shall contain no further Warranty, *&c.* than are contained in these Presents.

Covenant that the Assignee shall save the Assignor harmless from all Actions,

A.D. his Executors, Administrators and Assigns, and every of them, and his and their Lands and Tenements, Goods and Chattels, of and from all Actions, Suits, Troubles, Costs, Charges and Demands whatsoever, for, touching or concerning any of the Payments, Covenants, Clauses, Articles, Provisoes and Agreements, mentioned, expressed or contained in the said several recited Indentures of Lease, or any of them, which from henceforth on the Tenants or Lessees Part, are or ought to be paid, performed, observed, fulfilled and kept, according to the true Intent and Meaning of the same Indentures. **In Witness**, &c.

&c. concerning Covenants, *&c.* contained in the several recited Indentures of Lease.

Assignment of an Indenture of Demise of three several Tenements, made to Trustees in Trust to raise a Daughter's Portion.

THIS Indenture made, *&c.* **Between** *J.L.* of, *&c.* Gent. and *Susannah* his Wife, *D.B.* Citizen and Skinner of *London*, and *J.M.* Citizen and Haberdasher of *London*, on the one Part, and *B.B.* of, *&c.* and *R.B.* of *London*, Wool-seller, on the other Part. **Whereas** by Indenture bearing Date, *&c.* made between *T.B.* of, *&c.* Grocer, (since deceased) on the one Part, and the said *D.B.* and *J.M.* on the other Part, for securing the Payment of, *&c.* the proper Money of the said *S.* now the Wife of the said *J.L.* who was then sole, and is therein mentioned by the Name of *S.W.* Daughter of *S.B.* then Wife of the said *T.B.* by her former Husband *T.W.* late Citizen and Clothworker of *London*, deceased, unto her the said *S.W.* at such Time as is therein after mentioned, and for other Considerations therein expressed, the said *T.B.* did grant, bargain, sell, demise and to Farm let unto the said *D.B.* and *J.M.* **All** those three Messuages, Tenements or Rentaries then or then late in the Occupation of *R.G.* Widow, *T.L.* and *E.G.* or their or some or one of their Assignee or Assigns, situate, *&c.* together with all and singular the Yards, Gardens, Ways, Passages, Waters, Water-courses and Appurtenances to the same Messuages, and every or any of them belonging or appertaining, or then, or at any Time thentofore, with them or any of them, used, letten, occupied or enjoyed, and the Reversion and Reversions, Remainder and Remainders of all and singular the Premisses, and all the Rents, Issues and yearly Profits arising, issuing or growing due or payable out of or for the Premisses, or any of them, by Force of any Demise or Grant, or Demises or Grants made of the Premisses, or any of them, or otherwise howsoever; **To hold** unto the said *D.B.* and *J.M.* their Executors, Administrators and Assigns, from the Day of the Date of the same Indenture, for the Term of five hundred Years, under the yearly Rent of a Pepper-Corn, and under a Proviso or Condition, to be void in case the said *T.B.* his Heirs, Executors, Administrators or Assigns, did and should well and truly pay, or cause to be paid, unto the said *D.B.* and *J.M.* their Executors, Administrators or Assigns, to and for the Use and Behoof of the said *S.W.* the Sum of, *&c.* of lawful, *&c.* either within ten Days next after the said *S.W.* should attain to the Age of twenty-one Years, or within ten Days next after the Day of her Marriage, which of the said Times or Cases should first and then next happen; as in and by the said recited Indenture, Relation being thereunto had, may more fully and at large appear: **And whereas** the said *S.W.* did in or about, *&c.* lawfully intermarry with the said *S.L.* and did also on, *&c.* attain unto the full Age of twenty-one Years, but as yet no Part of the said, *&c.* has been paid to the said *S.* or to the said *D.B.* and *J.M.* or either of them, to or for the Use of the said *S.* whereby the said recited Indenture, and the Grant and Estate thereby made, is become absolute in the Law: **Now this Indenture witnesseth**, that for and in Consideration of the Sum of, *&c.* by the Direction of the said *J.L.* and *S.* his Wife, testified by their being made Parties hereunto, and their signing and sealing hereof, unto the said *D.B.* and *J.M.* to and for the Use and Behoof of the said *S.* by the said *B.B.* at or before the Sealing and Delivery of these Presents, well and truly paid; **And also** in Consideration of five Shillings of like Money, to the said *D.B.* and *J.M.* by the above named *R.B.* at or before the Sealing and Delivery thereof, well and truly paid, the Receipts of which said Sums of, *&c.* and five Shillings, they the said *D.B.* and *J.M.* do hereby acknowledge, and thereof and therefrom they the said *D.B.* and *J.M.* and also the said *J.L.* and *S.* his Wife, do hereby severally and respectively acquit, release and discharge the said *B.B.* and *R.B.* their Heirs, Executors and Administrators, and every of them for ever, by these Presents, they the said *D.B.* and *J.M.* by and with the Consent, Direction and Appointment of the said *J.G.* and *S.* his Wife, testified as aforesaid, **Have**, and each of them hath bargained, sold, assigned and set over, and by these Presents do, and each of them doth bargain, sell, assign and set over unto the said *R.B.* at the Desire and Nomination of the said *T.B.* testified by his being made a Party hereunto, and his Signing and Sealing hereof, as well the said recited Indenture of Bargain, Sale and Demise, and the said three Messuages, Tenements or Rentaries, and all and singular other the Premisses by the said Indenture bar-

Recital of the Indenture of Demise.

The Premisses.

Habendum to the Trustees for five hundred Years.

Proviso to be void on Payment of a Sum of Money to a Daughter ten Days after her Day of Marriage or Age of twenty one Years.

Both which Days being past, and the Money not paid, the Estate became absolute.

Covenant of Assignment of all the Premisses.

The Consideration.

The Premisses.

gained, sold and demised, or meant, mentioned or intended so to be, with their and every of their Rights, Members and Appurtenances; As also all the Estate, Right, Title, Interest, Use, Trust, Possession, Claim and Demand whatsoever of them the said *D. B.* and *J. N.* or either of them, of, in, to or out of the same Premisses, or any Part or Parcel thereof in any wise howsoever; To have and to hold the said recited Indenture, and the said Messuages, Tenements or Rentaries, and all and singular other the Premisses herein before mentioned or intended to be hereby bargained, sold or assigned, with their and every of their Rights, Members and Appurtenances, unto the said *R. B.* his Executors, Administrators and Assigns, from thenceforth for and during all the Rest and Residue of the said Term of five hundred Years, by the said recited Indenture granted, yet to come and unexpired; In Trust nevertheless to and for the Use and Behoof of the said *B. B.* his Executors, Administrators and Assigns, and to and for no other Use, Intent or Purpose whatsoever. And the said *D. B.* and *J. M.* for themselves severally and respectively, and for their several and respective Heirs, Executors and Administrators, and not the one for the other, or for the Act or Deed of the other, do hereby covenant, promise and agree to and with the said *R. B.* his Executors, Administrators and Assigns, that they the said *D. B.* and *J. M.* or either of them, have not, nor hath made or done, committed, or wittingly or willingly suffered any Act, Matter or Thing whatsoever, whereby or by Reason or Means whereof the Premisses hereby assigned, or intended to be assigned, or any Part thereof, is, are, shall or may be impeached, charged or incumbered in Title, Charge, Estate, or otherwise howsoever. In Witness, &c.

Habendum to the Assignee for the Remainder of the Term.

Declaration of the Trusts.

Covenant that the Premisses are free from Incumbrances.

Assignment of two several Indentures of Mortgage, made by a Decree of the High Court of Chancery.

This Indenture Quadripartite, made, *&c.* Between *J. O.* Esq; one of the Masters of the High Court of Chancery, of the first Part, *R. P.* of *London*, Merchant, on the second Part, *H. S.* of, *&c.* Esq; and *A. S.* of the *Inner Temple*, *London*, Genr. on the third Part, and *S. H.* and *H. B.* of *London*, Merchants, of the fourth Part. Whereas by a Decree in the High Court of Chancery, made, *&c.* in a Cause there depending between the said *A. S.* Party hereto, (then an Infant) by the said *H. S.* Party also hereto (his *prochein Amy*) Plaintiff, and Sir *G. W. J. C.* the said *R. P.* and one *J. J.* and others Defendants, It was ordered and decreed (amongst other Things) that the said Defendants Sir *G. W. J. C. R. P.* and *J. J.* (Assignees under a Commission of Bankrupt awarded against Sir *J. S.* and others, which said Sir *J. S.* was the Father of the said *J. S.* and *A. S.*) should bring before Sir *W. C.* Knt. (then one of the Masters of the said Court) the Sum of, *&c.* mentioned in the said Decree to be the said *A. S.*'s Share of the Dividends then made by virtue of the said Commission, or the Securities taken by the said Assignees for the same, together with the Interest thereof, from the Death of the said Sir *J. S.* at the Rate of five Pounds *per Cent. per Ann.* and that the said Master should look into the said Securities, and if he should approve thereof, then the said Money was to continue on the said Securities; otherwise he was to call in the same, and to see it placed out again upon Government Security, and the Interest due, or to grow due for the said, *&c.* was to be paid to the said *H. S.* for the Maintenance of the said *A. S.* And whereas all Matters which had been referred to the said Sir *W. C.* being afterwards by an Order of the said Court transferred to the said *J. O.* the said Sir *G. W. J. C. R. P.* and *J. J.* produced to and left with the said *J. O.* two Bonds, which had been taken in the Names of the said Sir *G. W. J. C.* and *J. J.* from *M. P.* and the said *R. P.* for the said, *&c.* payable with Interest at, *&c. per Cent. per Ann.* but the said Master being of Opinion, the same was not proper to be continued on personal Security, the said *R. P.* in Pursuance of an Order of the said Court, dated, *&c.* proposed to the said Master the Messuages, Tenements, Warehouses, Wharfs, and other Hereditaments herein after mentioned, as a real Security for the same, which the said Master liked and approved of; And thereupon by Indenture *Quadripartite*, bearing Date on or about, *&c.* made between the said *R. P.* on the first Part, *T. W.* of *London*, Esq; of the second Part, the said *J. O.* of the third Part, and the said *H. S.* of the fourth Part, reciting to the Effect herein before recited, he the said *R. P.* in Consideration of the said Sum of, *&c.* which he thereby acknowledged to have been received from the said Sir *G. W. J. O.* and *J. J.* before the Date of the said Indenture, and to be then in his Hands; and in Consideration that the said *J. O.* had delivered to him the said two Bonds given for the same by him and the said *M. P.* as aforesaid to be cancelled, and in Consideration of five Pounds, paid to him by the said *J. O.* did bargain, sell and demise to the said *J. O.* all that Messuage or Tenement, and the Brewhouses, Hophouses, Warehouses, Stables, and other Edifices and Buildings thereunto belonging, or therewithal then or thentofore holden, occupied or enjoyed, with all and singular their and every of their Appurtenances,

Recital of the Decree in Chancery.

By which the Master was ordered to inspect the Securities, and if he disliked them to call in the Money, and place it out again on Government Security.

But being personal Securities the Master disliked the same.

Upon which several Tenements were mortgaged for Security to the said Master.

The Premisses.

nances, **And** all that Key called, *&c.* with the Wharfs, Tenements, Houſes, and other Things thereupon erected and built, with their Appurtenances, ſituate, *&c.* and which then or then late were in the Tenure or Occupation of, *&c.* their Aſſignees or Aſſigns, Farmers or Under-tenants, and all Ways, Paſſages, Lights, Eaſements, Waters, Watercourſes, Profits, Commodities, Emoluments, Hereditaments and Appurtenances whatſoever to the ſaid Meſſuages or Tenements, Brewhouſes, Hophouſes, Warehouſes, Wharf and Key, and other the Premiſſes belonging or in any wiſe appertaining, or accepted, reputed, taken or known to be Part, Parcel or Member thereof, and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits thereof, and of every Part and Parcel thereof; **To hold** to the ſaid *J.O.* his Executors, Adminiſtrators and Aſſigns, from thenceforth for the Term of five hundred Years then next enſuing at the yearly Rent of a Pepper-Corn; **Under** a Proviſo nevertheleſs in the ſaid Deed contained, that if the ſaid *R. P.* his Heirs or Aſſigns, ſhould pay to the ſaid *J. O.* his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of, *&c.* on, *&c.* then next following, to be applied or diſpoſed of according to the Direction of the ſaid recited Decree, or the ſaid ſubſequent Order of, *&c.* and alſo pay to the ſaid *H.S.* or in caſe of his Death to ſuch other Perſon as ſhould be appointed or admitted by the Court as *prochein Amy* to the ſaid *A. S.* the Sum of, *&c.* on, *&c.* then next following, (being the Intereſt of the ſaid Sum of, *&c.*) for or towards the Maintenance of the ſaid *A.S.* then the ſaid Indenture, and every Thing therein contained, ſhould be void and of no Effect. **And** afterwards in the ſaid Indenture it is further recited, that by Indenture of Demiſe or Mortgage, bearing Date, *&c.* made between *W.J.* Gent. and *J.J.* his Son and Heir apparent of the one Part, and *G.F.* Gent. of the other Part, they the ſaid *W.J.* and *J.J.* (for the Conſiderations therein mentioned) did demiſe to the ſaid *G.F.* his Executors, Adminiſtrators and Aſſigns, the ſaid Meſſuage or Tenement, Brewhouſes, Hophouſes, Warehouſes, Wharf or Key, and all and ſingular other the Premiſſes by the ſaid *Quadripartite* Indenture demiſed to the ſaid *J.O.* with their Appurtenances; **To hold** for the Term of five hundred Years from the Day next before the Day of the Date of the ſaid now recited Indenture, at the yearly Rent of a Pepper-Corn, under a Proviſo to be void on Payment of the Sum of, *&c.* by the ſaid *W.J.* or *J.J.* their Heirs or Aſſigns, to the ſaid *G.F.* his Executors, Adminiſtrators or Aſſigns, at the Time and Place therein mentioned, which ſaid Money not being paid according to the Limitation of the ſaid Proviſo, and the Remainder of the ſaid laſt mentioned Term of five hundred Years, being by ſeveral meſne Aſſignments and Conveyances in the Law then become veſted in the ſaid *J.W.* **In Truſt** nevertheleſs for the ſaid *R.P.* his Heirs and Aſſigns, as an Eſtate only to attend the Reverſion and Inheritance of the ſaid mortgaged Premiſſes, which the ſaid *R. P* had purchaſed to him and his Heirs, he the ſaid *J.W.* by the Direction of the ſaid *R.P.* for the better ſecuring the Payment of the ſaid ſeveral Sums of, *&c.* to the ſaid *J.O.* and *H.S.* did by the ſaid *Quadripartite* Indenture aſſign and transfer to the ſaid *H.S.* his Executors, Adminiſtrators and Aſſigns, the ſaid recited Indenture of Demiſe or Mortgage, made by the ſaid *W.J.* and *J.J.* to the ſaid *G.F.* and the Premiſſes thereby granted, for all the then Reſidue of the ſaid laſt mentioned Term of five hundred Years, under a Proviſo nevertheleſs to be void on Payment of the ſaid ſeveral Sums of, *&c.* by the ſaid *R.P.* his Heirs or Aſſigns, according to the Proviſo in the ſaid *Quadripartite* Indenture firſt above contained, as in and by the ſaid *Quadripartite* Indenture, Relation being thereunto had, may more fully and at large appear. **And whereas** the ſaid *A.S.* attained to the Age of twenty-one Years, on or about, *&c.* and by Order of the ſaid High Court of Chancery, made in the ſaid Cauſe on or about, *&c.* it was ordered, that the ſaid Sum of, *&c.* Principal Money, and the Intereſt due for the ſame, ſhould be paid to the ſaid *A.S.* and that the ſaid Maſter ſhould aſſign over the Mortgage, for that Purpoſe, to the ſaid *A.S.* unleſs the ſaid *R.P.* ſhould pay the ſaid Principal Money and Intereſt to the ſaid *R.S.* and that upon his making ſuch Payment, the ſaid mortgaged Premiſſes ſhould be conveyed to the ſaid *R.P.* or to whom he ſhould appoint: **Now this Indenture witneſſeth**, That for and in Conſideration of the Sum of, *&c.* of lawful Money of *Great Britain*, by the ſaid *R.P.* to the ſaid *A.S.* in Hand, at or before the Sealing and Delivery of theſe Preſents, well and truly paid purſuant to the ſaid laſt mentioned Order, by and with the Conſent and Approbation of the ſaid *H.S.* and *J.O.* reſpectively teſtified by their being Parties, and their Signing and Sealing to theſe Preſents, in full Satisfaction and Diſcharge of all Principal and Intereſt Monies due from the ſaid *R.P.* his Heirs, Executors, Adminiſtrators or Aſſigns for ever, by theſe Preſents, and alſo in Conſideration of five Pounds of like Money to each of them the ſaid *J.O.* and *A.S.* by the above-named *S.H.* in Hand alſo at or before the Sealing and Delivery of theſe preſents paid, the ſeveral Receipts whereof are hereby acknowledged, he the ſaid *J.O.* in Obedience to the ſaid laſt mentioned Order, and by and with the Conſent, Direction and Appointment of the ſaid *A.S.* teſtified in Manner as aforeſaid; **And alſo** the ſaid *A.S.* **Have**, and each of them

Habendum for the Term of 500 Years at a Pepper-Corn Rent.

Proviſo to be void on Payment of the Money.

Recital of a former Mortgage of the Premiſſes.

Habendum for 500 Years; Under a Proviſo to be void on Payment of the Money, which not being paid accordingly, the Remainder of the Term became veſted in the preſent Aſſignors, in Truſt for the firſt Mortgagor, and as an Eſtate to attend the Inheritance, for the Uſe of an Infant,

Who having attained the Age of 21 Years, the Court of Chancery ordered the Principal Money to be paid to him, and that the Maſter ſhould aſſign over the Mortgage for that Purpoſe.

Covenant of Aſſignment of the ſaid Mortgages in Purſuance of the ſaid Decree.

The Conſideration.

Hath

Hath bargained, sold, assigned, transferred and set over, and by these Presents do, and each of them doth (at the Nomination, and by the Direction of the said *R. P.* testified also by his being a Party, and his signing and sealing of these Presents) fully and absolutely bargain, sell, assign, transfer and set over unto the said *S. H.* the said recited *Quadripartite* Indenture of Demise or Mortgage, and the said Messuages or Tenements, Brewhouses, Hophouses, Warehouses, Stables, Wharf and Key, and all and singular other the Premisses therein or thereby demised, or meant, mentioned or intended to be demised, with their and every of their Rights, Members and Appurtenances; **And also** all the Estate, Right, Title, Interest, Term of Years yet to come and unexpired, Use, Trust, Property, Claim and Demand whatsoever of them the said *J. O.* and *A. S.* or either of them, of, in, to or out of the said Premisses, or any Part or Parcel thereof, in any wise howsoever; **To have and to hold** the said Messuage or Tenement, Brewhouses, Hophouses, and all and singular other the Premisses mentioned or intended to be hereby assigned, and every Part and Parcel thereof, with their and every of their Rights, Members and Appurtenances, unto the said *S. H.* his Executors, Administrarors and Assigns, from henceforth for and during all the Rest, Residue and Remainder of the said Term of five hundred Years, in and by the said recited *Quadripartite* Indenture granted by the said *R. P.* to the said *J. O.* yet to come and unexpired; **In Trust nevertheless** to and for the Use and Benefit of the said *R. P.* his Heirs and Assigns, and to attend and wait upon the Reversion and Inheritance of the said Premisses, which is now vested in him the said *R. P.* and to or for no other Use, Intent or Purpose whatsoever. **And this Indenture further witnesseth**, that for the Consideration aforesaid, and also in Consideration of five Shillings of like lawful Money by the above-named *H. B.* to the said *H. S.* in Hand at or before the Sealing and Delivery of these Presents well and truly paid, the Receipt whereof is hereby acknowledged, he the said *H. S.* at the Request, and by the Direction of the said *A. S.* and with the Consent and Approbation of the said *J. O.* respectively testified as aforesaid, by their being Parties, and their Signing and Sealing to these Presents, doth by these Presents, (at the Nomination and by the Appointment of the said *R. P.* testified in Manner as aforesaid) assign, transfer and set over to the said *H. B.* the said recited *Quadripartite* Indenture, and all and singular the Premisses, with their Appurtenances therein or thereby assigned, or meant, mentioned or intended to be assigned by the above-named *T. W.* to him the said *H. S.* and all the Estate, Right, Title, Interest, Claim and Demand whatsoever of him the said *H. S.* of, in, to or out of the same Premisses, every or any Part thereof, in any wise howsoever; **To have and to hold** all and singular the Premisses herein last above-mentioned, or intended to be hereby assigned, with their and every of their Appurtenances unto the said *H. B.* his Executors, Administrators and Assigns, from henceforth, for and during all the Residue and Remainder of the above-mentioned Term of five hundred Years, assigned by the said recited *Quadripartite* Indenture, by the said *T. W.* to the said *H. S.* yet to come and unexpired; **In Trust nevertheless** for the said *R. P.* his Heirs and Assigns, and to attend and wait upon the Reversion and Inheritance of the said assigned Premisses now vested in the said *R. P.* as aforesaid. **And** the said *H. S.* and *A. S.* for themselves severally and respectively, and for their several and respective Heirs, Executors and Administrators, and not jointly, nor the one for the other of them, nor for the Heirs, Executors or Administrators, or the Acts, Deeds or Defaults of the other of them, do respectively covenant, promise and grant to and with the said *H. B.* his Executors, Administrators and Assigns, by these Presents, that they the said *H. S.* and *A. S.* or either of them, have not, nor hath at any Time or Times heretofore made, done, committed, or wittingly or willingly suffered any Act, Matter or Thing whatsoever, whereby or by Reason or Means whereof the said hereby assigned Premisses, or any Part or Parcel thereof, is, are, shall or may be impeached, charged or incumbered in Title, Charge, Estate, or otherwise howsoever. **And** the said *J. O.* for himself, his Heirs, Executors, Administrators and Assigns, doth covenant, promise and agree to and with the said *S. H.* his Executors, Administrators and Assigns by these Presents, that he the said *J. O.* hath not at any Time or Times heretofore made, done, committed, or wittingly or willingly suffered, any Act, Matter or Thing whatsoever, whereby or by Reason or Means whereof the said hereby assigned Premisses, or any Part or Parcel thereof, is, are, shall or may be impeached, charged or incumbred in Title, Charge, Estate, or otherwise howsoever. **In Witness**, &c.

Habendum for the Remainder of the Term of 500 Years.

In Trust, and to attend upon the Reversion.

Covenant of Assignment by another of the Parties.

Habendum for the Residue of the Term.

In Trust and to wait upon the Inheritance.

Covenant that the Premisses are free from Incumbrances.

Another like Covenant.

Assignment of an Assignment of a Leaſe for Years, of Ground to be built upon.

THIS Indenture made, &c. Between *J. B.* of, &c. Brewer, of the one Part, and *N. S.* of, &c. Eſq; of the other Part: Whereas by Indenture of Leaſe, bearing Date, &c. made or mentioned to be made between Sir *W. P.* Knt. of the one Part, and *J. H.* Citizen and Clothworker of *London*, on the other Part; in Conſideration that the ſaid *J. H.* his Executors or Adminiſtrators, ſhould and would, within one Year then next following, diſburſe, pay and beſtow the Sum of, &c. in repairing and rebuilding two or more ſubſtantial Houſes on a Parcel of Ground, lying, &c. being the Inheritance of the ſaid Sir *W. P.* meaſuring on the North Sea, which fronts, &c. and on the South Side, &c. upon which ſaid Ground then or then late ſtood Houſes in the Poſſeſſion of the Aſſignee or Aſſigns, Under-tenant or Under-tenants of, &c. deceaſed, and for other Conſiderations therein mentioned, he the ſaid Sir *W. P.* did demiſe, grant, and to farm let unto the ſaid *J. H.* all that ſaid Parcel of Ground to be repaired or rebuilt as aforeſaid, with a convenient Cellar, Shop, two or three Stories of Chambers, and a Garret to each Houſe, ſo to be repaired and rebuilt as aforeſaid; To hold to the ſaid *J. H.* his Executors, Adminiſtrators and Aſſigns, from the Feaſt of, &c. which was in the Year, &c. for the Term of, &c. at the yearly Rent of, &c payable quarterly, as in and by the ſaid recited Indenture of Leaſe, Relation being thereunto had, may more fully appear: And whereas by Indenture of Aſſignment bearing Date, &c. made or mentioned to be made between the ſaid *J. H.* on the one Part, and the ſaid *J. B.* on the other Part, reciting the ſaid Indenture of Leaſe herein before recited, he the ſaid *J. H.* for the Conſiderations therein mentioned, did grant, bargain, ſell, aſſign and ſet over unto the ſaid *J. B.* his Executors, Adminiſtrators and Aſſigns, the ſaid recited Indenture of Leaſe, and the ſaid Parcel of Ground, Meſſuages or Tenements, and Premiſſes thereby demiſed, and every Part and Parcel thereof, with their and every of their Appurtenances; To hold to the ſaid *J. B.* his Executors, Adminiſtrators and Aſſigns, from thenceforth for and during all the Reſt and Reſidue of the ſaid Term of, &c. by the ſaid Indenture of Leaſe granted, then to come and unexpired, as by the ſaid Indenture of Aſſignment, Relation being thereunto had, may more fully appear: And whereas the ſaid *J. H.* before the making of the ſaid recited Aſſignment, had, purſuant to the ſaid recited Indenture of Leaſe, at his own proper Coſts and Charges, laid out and expended the above-mentioned Sum of, &c. and upwards, in the repairing or new building of the Meſſuages or Tenements upon the Ground, demiſed by the ſaid Indenture of Leaſe, one of which Meſſuages is called or known by the Name or Sign of, &c. and is now in the Poſſeſſion of, &c. and the other, &c. Now this Indenture witneſſeth, that for and in Conſideration of the Sum of, &c. of lawful Money of, &c. to the ſaid *J. B.* in Hand well and truly paid by the ſaid *N. S.* at or before the Sealing and Delivery of theſe Preſents, the Receipt whereof the ſaid *J. B.* doth hereby acknowledge, and thereof, and of every Part and Parcel thereof, doth acquit, releaſe and diſcharge the ſaid *N. S.* his Executors, Adminiſtrators and Aſſigns for ever by theſe Preſents, he the ſaid *J. B.* hath granted, bargained, ſold, aſſigned, transferred and ſet over, and by theſe Preſents doth fully and abſolutely grant, bargain, ſell, aſſign, transfer and ſet over unto the ſaid *N. S.* his Executors, Adminiſtrators and Aſſigns, the ſaid recited Indenture of Leaſe, and the ſaid Piece or Parcel of Ground, Meſſuages or Tenements, and Premiſſes thereby demiſed, and every Part and Parcel thereof, with their and every of their Appurtenances, and all ſuch new Erections and Buildings as have been erected or built upon the ſaid demiſed Premiſſes, by or at the Charge of the ſaid *J. H.* and all the Eſtate, Right, Title, Intereſt, Term of Years, Property, Profit, Benefit, Claim and Demand whatſoever, either in Law or Equity, or otherwiſe howſoever, of him the ſaid *J. B.* of, in, to or out of the ſame Premiſſes, every or any Part or Parcel thereof, together alſo with the ſaid recited Indenture of Aſſignment, and all other Deeds, Evidences and Writings touching or concerning the Premiſſes, or any Part thereof, now in the Cuſtody or Power of the ſaid *J. B.* or which he can or may come by without Suit in Law; To have and to hold the ſaid recited Indenture of Leaſe, and the ſaid Piece or Parcel of Ground, Meſſuages or Tenements, and Premiſſes thereby demiſed, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the ſaid *N. S.* his Executors, Adminiſtrators or Aſſigns, from henceforth for and during all the Reſt and Reſidue of the ſaid Term of, &c. by the ſaid Indenture of Leaſe granted, yet to come and unexpired, under the Rent and Covenants in and by the ſaid recited Indenture of Leaſe reſerved and contained, which from henceforth on the Leſſee's Part and Behalf are or ought to be paid, kept and performed: And the ſaid *J. B.* for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, promiſe and agree to and with the ſaid *N. S.* his Executors, Adminiſtrators and Aſſigns by theſe Preſents, in Manner and Form following;

Recital of the Leaſe.

Conſideration of laying out a Sum of Money to build, &c.

Habendum for a Term of Years.

Recital of the firſt Aſſignment.

Habendum for the Reſidue of the Term.

Recital that the Leſſee had built, &c. according to the Covenant in his Leaſe.

Covenant of Aſſignment by the Aſſignee of the Indenture of Leaſe, and of the Piece of Ground, Buildings, &c.

Habendum for the Reſidue of the Term under the Covenants contained in the Indenture of Leaſe.

Covenant that the ſaid Indenture of Leaſe is not forfeited nor ſurrendered, &c.

following; (that is to say), that the said recited Indenture of Leaſe, at the Time of the Sealing and Delivery of theſe Preſents, is a good and effectual Leaſe, and valid in the Law, of and for the Premiſſes thereby demiſed, and is not forfeited, ſurrendered or become void or voidable: **And** that the ſaid *J. B.* now hath in him good Right, full Power, true Title and lawful and abſolute Authority to grant, bargain, ſell, aſſign, transfer and ſet over the ſame, and the Premiſſes thereby demiſed unto the ſaid *N. S.* his Executors, Admniſtrators and Aſſigns, in Manner and Form aforeſaid; **And** that he the ſaid *N. S.* his Executors, Adminiſtrators and Aſſigns, ſhall or lawfully may from Time to Time, and at all Times hereafter, for and during all the Reſidue and Remainder of the ſaid Term of, *&c.* by the ſaid recited Indenture of Leaſe granted, yet to come and unexpired, peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy the ſaid Piece or Parcel of Ground, Meſſuages or Tenements, and Premiſſes hereby aſſigned or mentioned or intended to be aſſigned as aforeſaid, and every Part and Parcel thereof, with their and every of their Appurtenances, and receive, take and keep the Rents, Iſſues and Profits thereof, to his and their own proper Uſe and Behoof, without any Let, Suit, Trouble, Denial, Eviction, Ejection or Interruption, of or by him the ſaid *J. B.* or the ſaid *J. H.* or either of them, their or either of their Executors, Adminiſtrators or Aſſigns, or of or by any other Perſon or Perſons lawfully claiming or to claim by, from or under him, them or either of them; **And** that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe by the ſaid *J. B.* his Heirs, Executors or Aſſigns, well and ſufficiently ſaved, kept harmleſs and indemnified of and from all and all Manner of former and all other Gifts, Grants, Bargains, Sales, Leaſes, Aſſignments, Mortgages, Surrenders, Forfeitures, Re-entries, Rents, Arrearages of Rent, Judgments, Executions, Extents, Statutes, Recognizances; and of and from all other Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever, had, made, committed, done, or wittingly or willingly ſuffered, or to be had, made, done, or wittingly or willingly ſuffered by the ſaid *J. B.* and *J. H.* or either of them, their or either of their Executors, Adminiſtrators or Aſſigns, or any of them, or by or with their or any of their Privity, Conſent or Procurement, (the yearly Rent and Covtnants, in and by the ſaid recited Indenture of Leaſe reſerved and contained, which from henceforth on the Leſſee's Part are or ought to be paid, kept and performed, only excepted.) **And further**, that he the ſaid *J. B.* his Executors, Adminiſtrators, and all and every other Perſon or Perſons lawfully claiming or to claim the Premiſſes, or any Part thereof, by, from or under him or the ſaid *J. H.* ſhall and will from Time to Time, and at all Times hereafter during the Remainder of the ſaid Term of, *&c.* at the Requeſt, Coſts and Charges in the Law of the ſaid *N. S.* his Executors, Adminiſtrators and Aſſigns, make, do and execute, or cauſe to be made, done and executed, all and every ſuch further and other lawful and reaſonable Act and Acts, Thing and Things, Deeds, Deviſes, Conveyances, Aſſignments and Aſſurances in the Law whatſoever, for the further, better and more perfect and abſolute conveying, aſſigning and aſſuring the ſaid hereby aſſigned Premiſſes unto the ſaid *N. S.* his Executors, Adminiſtrators and Aſſigns, for all the Reſidue and Remainder of the ſaid Term, which ſhall be then to come and unexpired, as by the ſaid *N. S.* his Executors, Adminiſtrators and Aſſigns, or his or their Counſel learned in the Law, ſhall be reaſonably adviſed, deviſed or required: **And** the ſaid *N. S.* for himſelf, his Executors and Adminiſtrators, doth covenant, promiſe and agree to and with the ſaid *J. B.* his Executors, Adminiſtrators and Aſſigns, that he the ſaid *N. S.* his Executors, Adminiſtrators and Aſſigns, from Time to Time, and at all Times hereafter during the Remainder of the ſaid Term, ſhall and will pay and diſcharge the ſaid yearly Rent of, *&c.* by the ſaid recited Indenture of Leaſe reſerved; and alſo well and truly perform and keep all and every the Covenants therein contained on the Leſſee's Part and Behalf from henceforth to be kept and performed, and ſhall and will from Time to Time, and at all Times hereafter ſave, defend, keep harmleſs and indemnified the ſaid *J. B.* his Executors and Adminiſtrators, of and from all Coſts, Charges, Suits, Damages and Expences whatſoever, which he or they ſhall or may pay, bear and ſuſtain, for or by Reaſon of the Non-payment of the ſaid Rent, or the Non-performance of the ſaid Covenants, or any of them. **In Witneſs**, &c.

And that the Aſſignor hath full Power to aſſign, *&c.*

Covenant for quiet Enjoyment of the Reſidue of the Term.

And that the Premiſſes are free from all Incumbrances,

except the Rent and Covenants in the ſaid recited Indenture of Leaſe.

Covenant to make ſuch further Aſſurance as the Aſſignee, *&c.* ſhall deſire.

Covenant that the Aſſignee will pay the ſaid Rent, perform the Covenants, *&c.*

and ſave harmleſs the Aſſignor, *&c.*

Aſſignment, by an Adminiſtratrix and a Truſtee, of two Indentures of Leaſe granted by the late Queen Dowager.

THIS Indenture made, *&c.* **Between** *E. B.* of, *&c.* Widow, Relict and Adminiſtratrix of *W. B.* late of, *&c.* deceaſed, and *R. B.* of, *&c.* Gent. on the one Part; and *J. S.* of, *&c.* Maltſter, on the other Part: **Whereas** by Indenture of Leaſe bearing Date, *&c.* in the thirtieth Year of the Reign of our late Sovereign Lord King *Charles* the Second, made or mentioned to be made between the moſt high and excellent Princeſs *Katherine*, by the

Recital of one of the Indentures of Leaſe.

the Grace of God of, &c. Queen, and the Right Honourable *D.* Lord *H.* High Steward to the ſaid Queen's Majeſty, *P.* Earl of *C. W.* Viſcount *B.* Chancellor and Keeper of the Great Seal to the ſaid Queen's Majeſty, *H.* Earl of *C. J. H.* Eſq; Treaſurer and Receiver General to the ſaid Queen's Majeſty, and *W. M.* Eſq; Lord Chief Baron of his Majeſty's Court of Exchequer, of the one Part, and *G. B.* of, &c. Eſq; deceaſed, of the other Part; the ſaid moſt excellent Princeſs Queen *Katherine*, and the ſaid *D.* Lord *H. P.* Earl of *C. W.* Viſcount *B. H.* Earl of *C. J. H.* and *W. P.* for the Conſiderations therein mentioned, did leaſe, ſet and to farm let unto the ſaid *G. B.* all that Cloſe, with the Appurtenances called, &c. ſituate, &c. then late in the Tenure of *W. W.* or his Aſſigns, (except as therein is excepted); **To hold** the ſaid Cloſe, with all and ſingular the Appurtenances, (except as therein before is excepted) unto the ſaid *G. B.* his Executors, Adminiſtrators and Aſſigns, from, &c. unto the full End and Term of, &c. from thence next enſuing, and fully to be compleat and ended, under the yearly Rent of, &c. payable half yearly, as in and by the ſaid recited Indenture of Leaſe, Relation being thereunto had, may more fully and at large appear: **And whereas** by Indenture of Aſſignment bearing Date, &c. made or mentioned to be made between the ſaid *G. B.* and the ſaid *W. B.* deceaſed, by the Name of *W. B.* Son of the ſaid *G. B.* of the one Part, and the ſaid *R. B.* of the other Part, therein (amongſt other Things) reciting the ſaid Indenture of Leaſe therein before recited, he the ſaid *G. B.* for the Conſiderations therein mentioned, did aſſign, and ſet over unto the ſaid *R. B.* all and ſingular Letters Patents whatſoever, whereby he then had, or claimed any Title to the Premiſſes, or any Part thereof, and all his Eſtate, Right, Title and Intereſt, of, in or to the ſame, or any Part thereof; **To hold** to the ſaid *R. B.* his Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue of the ſaid Term, by the ſaid Indenture of Leaſe granted, then to come and unexpired: **In Truſt nevertheleſs** to the Intent and Purpoſe, that after the diſcharging and performing of ſeveral Truſts therein particularly mentioned, which have been long ſince diſcharged and performed, the Reſidue of the Rents and Profits of the Premiſſes, and of the ſaid Term ſhould be and remain in Truſt for the ſaid *W. B.* his Executors and Aſſigns, and to and for none other Truſt or Truſts whatſoever, as by the ſaid Indenture of Aſſignment, Relation being thereunto had, may more fully and at large appear: **And whereas** by one other Indenture of Leaſe bearing Date, &c. made or mentioned to be made between the ſaid moſt excellent Princeſs Queen *Katherine*, and the Right Honourable *P.* Earl of *C. H.* Earl of *C.* Treaſurer and Receiver General to the ſaid Queen's Majeſty, and the Honourable *W. M.* Eſq; Lord Chief Baron of his Majeſty's Court of Exchequer, of the one Part, and the ſaid *W. B.* deceaſed, of the other Part; the ſaid moſt excellent Princeſs Queen *Katherine*, and the ſaid *P.* Earl of *C. H.* Earl of *C.* and *W. M.* for the Conſiderations therein mentioned, did leaſe, ſet and to farm let unto the ſaid *W. B.* (amongſt other Things) all that the aforeſaid Cloſe called, &c. with the Appurtenances, ſituate, &c. (except as therein is excepted); **To hold** to him the ſaid *W. B.* his Executors, Adminiſtrators and Aſſigns, from, &c. for the Term of, &c. under the like yearly Rent of, &c. payable, &c. as by the ſaid laſt recited Indenture of Leaſe, Relation alſo being thereunto had, may more fully and at large appear: **Now this Indenture witneſſeth,** that as well for and in Conſideration of the Sum of, &c. of lawful, &c. to the ſaid *E. B.* in Hand, at or before the Sealing and Delivery of theſe Preſents, by the ſaid *J. S.* well and truly paid, the Receipt whereof ſhe the ſaid *E. B.* doth hereby acknowledge, and thereof and of every Part thereof, doth acquit, releaſe and diſcharge the ſaid *J. S.* his Heirs, Executors and Adminiſtrators for ever, by theſe Preſents, as for and in Conſideration of the further Sum of five Shillings of like lawful Money to the ſaid *R. B.* in Hand, at or before the Sealing and Delivery of theſe Preſents, by the ſaid *J. H.* likewiſe paid, the Receipt whereof is hereby acknowledged, ſhe the ſaid *E. B.* and the ſaid *R. B.* by and with the Conſent, Direction and Appointment of the ſaid *E. B.* teſtified by her being made a Party to theſe Preſents, and Sealing and Delivery thereof, and in full Diſcharge of the Truſt repoſited in the ſaid *R. B.* by the ſaid recited Indenture of Aſſignment, **have** bargained, ſold, aſſigned and ſet over, and by theſe Preſents do, and each of them doth bargain, ſell, aſſign and ſet over unto the ſaid *J. S.* all that the ſaid Cloſe or Cloſes called, &c. with all and ſingular the Appurtenances, by the ſaid two recited Indentures of Leaſe, or either of them, demiſed or granted, and every Part and Parcel thereof, (except as in the ſaid recited Indenture of Leaſe is excepted) and alſo all the Eſtate, Right, Title, Intereſt, Term and Terms of Years, which were to come and unexpired at the Feaſt of, &c. now laſt paſt, Property, Profit, Uſe, Truſt, Benefit, Claim and Demand whatſoever, of her the ſaid *E. B.* and the ſaid *R. B.* or either of them, either in Law or Equity, of, in or to the Premiſſes, or any Part or Parcel thereof, together alſo with the ſaid two recited Indentures of Leaſe and Indenture of Aſſignment, and all other Deeds and Writings touching or concerning the Premiſſes, now in the Cuſtody of the ſaid *E. B.* or which ſhe can come by without Suit in Law; **To have and to hold** the ſaid Cloſe or Cloſes, and all and ſingular

The *Habendum.*

Recital of the Aſſignment of the ſaid Leaſe.

The *Habendum.*

In Truſt for an Infant.

Recital of the other Indenture of Leaſe.

Covenant of Aſſignment of all the Premiſſes.

The Conſiderations.

Habendum from a Day

paſt for the Reſidue of the Term.

ſingular other the Premiſſes herein before mentioned or intended to be hereby bargained, ſold, aſſigned and ſet over, with their and every of their Rights, Members and Appurtenances, unto the ſaid *J. S.* his Executors, Adminiſtrators and Aſſigns, from the ſaid Feaſt-Day of the Annunciation of the Bleſſed Virgin *Mary* laſt paſt before the Date hereof, for and during and unto the full End of the ſeveral Terms of Years in and by the ſaid two recited Indentures of Leaſe reſpectively granted, which were then or are yet to come and unexpired: **And** the ſaid *R. B.* for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, promiſe and grant to and with the ſaid *J. S.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, that he the ſaid *R. B.* hath not made, done, committed, or wittingly or willingly ſuffered any Act, Matter or Thing, whereby or by Means whereof the ſaid firſt recited Indentures of Leaſe and Premiſſes thereby demiſed, or any Part or Parcel thereof, are, ſhall or may be impeached, charged or incumbered in Title, Charge, Eſtate, or otherwiſe: **And** the ſaid *E. B.* for herſelf, her Heirs, Executors and Adminiſtrators, and every of them, doth covenant, promiſe and grant to and with the ſaid *J. S.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, in Manner and Form following; (that is to ſay), that the ſaid two recited Indentures of Leaſe upon the ſaid Feaſt-Day of the, *&c.* now laſt paſt, and at the Time of the Enſealing and Delivery of theſe Preſents, (for and notwithſtanding any Act, Matter or Thing, by the ſaid *E. B.* or the ſaid *G. B.* or *W. B* deceaſed, or the ſaid *R. B.* or any of them had, made, done or ſuffered, or to be had, made, done or ſuffered to the contrary), are good, ſure, perfect and indefeaſible Leaſes in the Law of and for all and ſingular the Premiſſes thereby demiſed, and hereby aſſigned and ſet over, or intended to be aſſigned and ſet over, and ſhall ſo remain, continue and be unto the ſaid *J. S.* his Executors, Adminiſtrators and Aſſigns, from henceforth, for and during all the Reſt and Reſidue of the ſeveral Terms of Years thereby reſpectively granted, yet to come and unexpired, **Under** the yearly Rents, Covenants and Conditions therein reſpectively mentioned or contained: **And** that the ſaid *E. B.* and the ſaid *R. B.* or one of them, have or hath in him, her or themſelves, full Power, good Right and lawful Authority to bargain, ſell and aſſign, all and ſingular the Premiſſes herein before mentioned or intended to be hereby bargained, ſold and aſſigned, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the ſaid *J. S.* his Executors, Adminiſtrators and Aſſigns, in Manner and Form aforeſaid: **And alſo** that the ſaid *J. S.* ſhall or lawfully may from Time to Time, and at all Times hereafter during the Continuance of the ſeveral Terms of Years in and by the ſaid two recited Indentures of Leaſe or either of them granted, peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy all and ſingular the Premiſſes herein before mentioned or intended to be hereby bargained, ſold and aſſigned, and every Part and Parcel thereof, with the Appurtenances, without the lawful Let, Suit, Trouble, Denial, Diſturbance, Eviction, Expulſion or Interruption of her the ſaid *E. B.* her Executors or Adminiſtrators, or any of them, or any other Perſon or Perſons whatſoever, lawfully claiming or to claim, by, from or under her, or by, from or under the ſaid *G. B.* and *W. B.* deceaſed, or the ſaid *R. B.* or any of them; **And** that free and clear, and freely, clearly and abſolutely acquitted, exonerated and diſcharged, or otherwiſe by her the ſaid *E. B.* her Heirs, Executors and Adminiſtrators, or ſome of them, well and ſufficiently ſaved, kept harmleſs and indemnified, of and from all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leaſes, Aſſignments, Mortgages, Surrenders, Forfeitures, Rents, Arrearages of Rents, Debts to the King, Taxes, Duties, Judgments, Executions, Extents, Statutes, Rights, Titles, Eſtates, Charges and Incumbrances whatſoever, had, made, committed, done, or wittingly or willingly ſuffered, or to be had, made, committed, done or ſuffered by the ſaid *E. B.* or the ſaid *G. B.* and *W. B.* deceaſed, or any of them, or any other Perſon or Perſons lawfully claiming or to claim, by, from or under her, them or any of them; the Rents, Covenants, Conditions and Agreements in and by the ſaid ſeveral recited Indentures of Leaſe reſerved, mentioned and expreſſed, which from the ſaid Feaſt-Day of, *&c.* now laſt paſt, on the Tenant's or Leſſee's Part and Behalf, are and ought to be paid, performed, fulfilled and kept, only excepted and foreprized: **And** the ſaid *J. S.* for himſelf, his Executors, Adminiſtrators and Aſſigns, doth hereby covenant, promiſe and grant to and with the ſaid *E. B.* her Executors and Adminiſtrators, that he the ſaid *J. S.* his Executors, Adminiſtrators and Aſſigns, or ſome of them, ſhall and will from Time to Time, and at all Times hereafter, well and ſufficiently ſave, defend, keep harmleſs and indemnified the ſaid *E. B.* her Executors, Adminiſtrators and Aſſigns, and every of them, and her and their Lands and Tenements, Goods and Chattels, of and from all Actions, Suits, Troubles, Coſts, Charges and Damages whatſoever, for, touching or concerning any of the Payments, Covenants, Clauſes, Articles, Proviſoes and Agreements, mentioned, expreſſed or contained in the ſaid two ſeveral recited Indentures of Leaſe, or either of them, for or in reſpect of the ſaid Cloſe or Cloſes hereby aſſigned and ſet over, or any Part thereof, which from and after the ſaid Feaſt-Day of, *&c.* now laſt paſt, on the Tenant's

Covenant on the Truſtee's Part that he hath not any ways incumbered the Premiſſes.

Covenant that the ſaid Indentures of Leaſe are good Leaſes in the Law;

and that the Aſſignors have Power to aſſign, *&c.*

Covenant that the Aſſignee ſhall quietly enjoy the Premiſſes;

and that they are free and clear from all former Incumbrances,

Covenant that the Aſſignee ſhall ſave the Aſſignor harmleſs from the Payments, Covenants, *&c.* in the ſaid recited Indentures of Leaſe contained.

Tenant's or Leſſee's Part, are or ought to be paid, performed, obſerved, fulfilled and kept, according to the true Intent and Meaning of the ſame Indentures. **In Witneſs**, &c.

Aſſignment of an Indenture of Leaſe by an Adminiſtrator, in Truſt that the Aſſignee ſhall re-aſſign the ſame.

THIS Indenture made, *&c.* **Between** *J. C.* Citizen and Leather-ſeller, of *London*, Adminiſtrator of the Goods and Chattels, Rights and Credits of *E.* his late Wife, deceaſed, on the one Part, and *G. C.* Citizen and Stationer of *London*, on the other Part. **Whereas** *J. H.* of, *&c.* Eſq; did by his Indenture of Leaſe, bearing Date, *&c.* for the Conſiderations therein mentioned, demiſe unto *S. H.* late of *London*, Widow, deceaſed, **All** thoſe two Tofts, Pieces or Parcels of Ground and Soil, ſituate, lying, *&c.* whereon two Meſſuages or Tenements formerly ſtood, which were ſome Time in the ſeveral Tenures or Occupations of *J. A.* Eſq; and *A J.* and were burnt down by the then late dreadful Fire of *London*, which ſaid Ground contains the ſeveral Meaſures and Dimenſions in the ſaid Indenture of Leaſe, and in the Scheme or Ground-Plot thereto annexed, particularly mentioned and expreſſed; **To hold** to the ſaid *S. A.* her Executors, Adminiſtrators and Aſſigns, from, *&c* for the Term of, *&c.* at and under the Rent of one Pepper-Corn for the firſt Year, and one half Year of the ſaid Term, and the yearly Rent of, *&c.* for the Remainder of the ſaid Term, as by the ſaid Indenture of Leaſe, Relation being thereunto had, may more fully appear: **And whereas** the ſaid *S. A.* did in her Life-time erect and build ſeveral Meſſuages or Tenements, and other Buildings upon the ſaid Ground and Soil, according to a covenant for that Purpoſe mentioned in the ſaid recited Indenture of Leaſe: **And whereas** the ſaid *S. A* by her laſt Will and Teſtament in Writing, bearing Date on or about, *&c.* did give and bequeath the ſaid Indenture of Leaſe, and the ſaid ſeveral Meſſuages or Tenements, and Ground thereby demiſed, and all her Eſtate and Intereſt therein, unto her Niece *E. A.* and conſtituted and appointed *J. B.* and *D. W.* Executors of her ſaid Will, who proved the ſame in the Prerogative Court of *Canterbury*, and took upon them the Execution thereof, as by ſaid laſt Will and Teſtament, Relation being thereunto had, may more fully appear: **And whereas** the ſaid *E. A.* intermarried with the ſaid *J. C.* and by virtue thereof, and of the ſaid Will, the ſaid *J. C.* and *E.* his Wife, after the Deceaſe of the ſaid *S. A.* became intitled to the ſaid Meſſuages or Tenements and Ground, by the ſaid recited Indenture demiſed, and ſoon after the Death of the ſaid *S. A.* the ſaid *J. C.* by and with the Aſſent of the ſaid *J. B* and *D. W.* her Executors, entered and became poſſeſſed of the ſaid ſeveral Meſſuages or Tenements and Ground, and the ſaid *J. C.* as well during the Life of the ſaid *E.* as ever ſince her Death, hath peaceably and quietly held and enjoyed the ſame, and received the Rents, Iſſues and Profits thereof to his own Uſe: **And whereas** no Aſſignment of the ſaid Indenture of Leaſe, or the Premiſſes thereby demiſed, was made in the Life-time of the ſaid *E.* and the ſaid *J. C.* being by virtue of the ſaid Intermarriage intitled in Equity to the Remainder of the ſaid Term granted by the ſaid recited Indenture, and the Eſtate in Law of and in the Premiſſes, being alſo at preſent veſted in him by virtue of his Adminiſtration to the ſaid *Elizabeth* his late Wife: **Now this Indenture witneſſeth**, That in Conſideration of 5 *l.* of lawful *Engliſh* Money by the ſaid *G. C.* to the ſaid *J. C.* in Hand, at or before the Enſealing and Delivery of theſe Preſents, well and truly paid, the Receipt whereof is hereby acknowledged, and to the Intent that the ſaid *G. C.* ſhall and will re-aſſign and transfer the ſaid recited Indenture of Leaſe, and the ſaid ſeveral Meſſuages or Tenements, and Premiſſes thereby demiſed unto the ſaid *J. C.* his Executors, Adminiſtrators and Aſſigns, in ſuch Manner as is herein after mentioned, that ſo the Eſtate in Law, of and in the Premiſſes, may be fully and abſolutely veſted in him the ſaid *J. C.* his Executors, Adminiſtrators and Aſſigns, for all the Remainder of the ſaid Term, he the ſaid *J. C.* hath bargained, ſold, aſſigned and ſet over, and by theſe Preſents doth bargain, ſell, aſſign and ſet over unto the ſaid *G. C.* the ſaid recited Indenture of Leaſe, and the ſaid ſeveral Meſſuages or Tenements and Ground, and all and ſingular other the Premiſſes in or by the ſaid recited Indenture of Leaſe demiſed, or mentioned or intended to be demiſed, and every Part and Parcel thereof, with their and every of their Appurtenances, and all the Eſtate, Right, Title, Intereſt, Uſe, Truſt, Property, Profit, Claim and Demand whatſoever of him the ſaid *J. C.* of, in, to, or out of the ſame Premiſſes, or any Part thereof; **To have and to hold** the ſaid recited Indenture of Leaſe, and the ſaid Meſſuages or Tenements and Ground, and all and ſingular other the Premiſſes herein before mentioned or intended to be hereby aſſigned, with their and every of their Rights, Members and Appurtenances, unto the ſaid *G. C.* his Executors, Adminiſtrators, and Aſſigns, from henceforth for and during all the Reſt and Reſidue of the ſaid Term of, *&c.* by the ſaid recited Indenture of Leaſe granted yet to come and unexpired; **Upon** ſpecial Truſt and Confidence nevertheleſs, and to the Intent and Purpoſe,

Recital of the Indenture of Leaſe.

The Premiſſes, being two Tofts of Ground to be built upon.

Habendum for a Term of Years.

Recital that the Leſſee did build ſeveral Tenements; and by Will deviſed the ſame, made Executors, *&c.*

The Deviſee marries, and after the Death of the Deviſor became intitled to the Premiſſes; and with the Conſent of the Executors ſhe and her Huſband enjoyed the ſame:

Then the Deviſee dies before any Aſſignment made thereof.

Covenant of Aſſigment by the Huſband.

The Conſideration.

Habendum for the Remainder of the Term,

in Truſt that the Aſſignee ſhall re-aſſign the ſame.

poſe, that he the ſaid *G.C.* ſhall and will by Indenture of Aſſignment intended to be made between him the ſaid *G.C.* on the one Part, and the ſaid *J.C.* on the other Part, and to bear Date the Day next after the Day of the Date of theſe Preſents, re-aſſign and transfer the ſaid hereby aſſigned Premiſſes, with the Appurtenances, and all his Eſtate, Right and Title therein, unto the ſaid *J.C.* his Executors, Adminiſtrators and Aſſigns, for all the Reſidue and Remainder of the ſaid Term, which ſhall be then to come and unexpired, freed from all Incumbrances done or committed by him the ſaid *G.C.* **In Witneſs**, &c.

An Aſſignment of a Leaſe by an Indorſement thereon.

Be it remembered, That I the within named *W.B.* for and towards Satisfaction of the Sum of —— by me due and owing unto *B.H.* of ——— and for and in Conſideration of the Sum of 5 *s.* to me in Hand paid, at or before the Sealing and Executing of this Indorſement (the Receipt whereof I do hereby acknowledge) **have** for me, my Heirs, Executors and Adminiſtrators, granted, bargained, ſold, aſſigned and ſet over, and by theſe Preſents **Do** grant, *&c.* unto the ſaid *B.H.* his Executors, Adminiſtrators and Aſſigns, as well this preſent, and the within written Indenture, as alſo all the Meſſuages or Tenements, Hereditaments and Premiſſes within mentioned to be demiſed or granted to me, and likewiſe all my Eſtate, Right, Title, Intereſt, Claim, Property and Demand of, in or to the ſame, which I now have or hereafter may have or claim of, in or to the ſame, either by Force, Virtue or Means of the within written Indenture, or otherwiſe howſoever. **Witneſs** my Hand and Seal this —— Day of ——

Aſſignment of two Leaſes, and of an Aſſignment by way of Mortgage of one of the Leaſes in Conſideration of finding the Aſſignor Victuals, &c.

This Indenture made, *&c.* **Between** *A.J.* of ——— *Widow*, of the one Part, (*the Aſſignor*) and *J.S.* of —— *Widow*, of the other Part, (*the Aſſignee*). **Whereas**, &c. (*here was a Recital of Articles of Agreement for* T. W. *Executor of his Father, to aſſign the now aſſigned Premiſſes to the above Aſſignor*): **And whereas** the ſaid *T.W.* in Purſuance and Performance of his Agreement in the ſaid recited Articles contained by Indenture of Aſſignment, *&c.* (*Recital of the ſaid Aſſignment, therein reciting one Leaſe to* T. W.*'s Father, and an Aſſignment by way of Mortgage to* A. P. *of the ſame, and another Leaſe to* T. C. *and that the ſame was aſſigned to* T. W.*'s Father*): **And whereas** the ſaid *A.J.* (in Conſideration of the ſaid Sum of ——— hereafter mentioned to be paid to her by the ſaid *J.S.* and alſo in Conſideration that by an Indenture bearing even Date herewith, the ſaid *J.S.* hath thereby covenanted and agreed at her Charge, to find the ſaid *A.J.* with Meat, Drink, Lodging, Waſhing, Apparel, and all other proper Neceſſaries whatſoever, for and during the Term of her natural Life, in ſuch Manner as therein is mentioned) *Hath* agreed abſolutely to aſſign unto the ſaid *J.S.* the herein before in Part recited Indentures of Leaſe, and the two ſeveral Meſſuages or Tenements, and other the Premiſſes thereby reſpectively demiſed, (ſubject nevertheleſs in ſuch Manner as herein after is mentioned): **Now this Indenture witneſſeth**, that in Purſuance and Part of Performance of the ſaid laſt mentioned recited Agreement of her the ſaid *A.J.* and for and in Conſideration of —— the Receipt whereof, *&c.* (*Vide* Tit. **Conſiderations**) ſhe the ſaid *A.J.* **Hath** granted, bargained, ſold, aſſigned, transferred and ſet over, and by theſe Preſents **Doth** freely, clearly and abſolutely grant, *&c.* unto the ſaid *J.S.* her Executors, Adminiſtrators and Aſſigns, **As well** the ſaid herein firſt above recited Indenture of Leaſe, bearing Date the —— Day of —— and the ſaid Piece or Parcel of Ground, Meſſuage or Tenement thereon erected and built, ſituate in —— aforeſaid, with their Appurtenances, and as the ſaid Premiſſes are now in the Tenure or Occupation of —— his Undertenants or Aſſigns, **As alſo** the ſaid herein above recited other Indenture of Leaſe bearing Date the ſaid —— Day of —— and the ſaid Piece or Parcel of Ground, Meſſuage or Tenement thereon erected and built, ſituate and being in —— aforeſaid, with their Appurtenances, and as the ſaid Premiſſes are now in the Tenure or Occupation of —— his Undertenants or Aſſigns; **And** all and ſingular other the Leaſehold Meſſuages or Tenements and Premiſſes, which in and by the ſaid recited Indenture of Aſſignment of —— of —— laſt paſt, whereby the ſaid *T.W.* aſſigned unto the ſaid *A.J.* or mentioned or intended ſo to be, with their and every of their Appurtenances, and all the Eſtate, Right, Title, Intereſt, Term and Terms of Years to come and unexpired, Poſſeſſion, yearly Rents, Iſſues and Profits, Benefit of Renewal, Property, Claim and Demand whatſoever or howſoever, both in Law and Equity, of her the ſaid *A.J.* or of any Perſon or Perſons in Truſt for her, of, in, to or out of the ſaid herein before aſſigned Meſſuages or Tenements and Premiſſes, and every Part and Parcel thereof, by virtue of the

ſaid

ſaid above recited ſeveral Indenture of Leaſe and Indenture of Aſſignment, or any or either of them, or otherwiſe howſoever, together with the ſaid recited Indenture of Aſſignment, and all other Deeds, Evidences and Writings whatſoever touching or concerning the ſame Premiſſes which the ſaid *A. J.* hath in her Cuſtody or Power, or can or may come by without Suit in Law or Equity, and together alſo with all Profits, Benefits, Intereſt, Dividends and Advantage whatſoever to ariſe or be made by virtue of any Inſtruments or Policy or Policies of Inſurance, inſured in any of the publick Fire-Offices on the ſaid herein before aſſigned Meſſuages or Tenements and Premiſſes, or any Part thereof; **To have and to hold** the ſaid hereby aſſigned Piece or Parcel of Ground, Meſſuage or Tenement and Premiſſes ſituate in —— aforeſaid, with their Appurtenances unto the ſaid *J. S.* her Executors, Adminiſtrators and Aſſigns, from henceforth for and during all the Reſt and Reſidue of the ſaid Term of —— by the ſaid firſt recited Indenture of Leaſe granted, which is now to come and unexpired, in as full, large, ample and beneficial Manner to all Intents and Purpoſes whatſoever, as ſhe the ſaid *A. J.* her Executors or Adminiſtrators, could or might have had, held, received and enjoyed the ſame, in caſe theſe Preſents had not been made, (ſubject nevertheleſs to the Payment of the ſaid yearly Ground-Rent of —— by the ſame Indenture of Leaſe reſerved, and to the ſeveral Covenants, Conditions and Agreements therein contained, and which from henceforth on the Leſſees or Aſſignees Part are to be paid, done and performed; and alſo ſubject to the Payment of the ſaid *A. P.* her Executors, Adminiſtrators and Aſſigns, of the ſaid Principal Sum of —— and of all Intereſt Monies now due and to grow due for the ſame, ſo ſecured to her and them by the ſaid recited Indenture of Aſſignment or Mortgage, dated the ſaid —— Day of —— as aforeſaid); **And to have and to hold** the ſaid other herein before aſſigned Piece or Parcel of Ground, Meſſuage or Tenement and Premiſſes ſituate in —— aforeſaid, with their Appurtenances, unto the ſaid *J. S.* her Executors, Adminiſtrators and Aſſigns, from henceforth for and during all the Reſt and Reſidue of the ſaid Term of —— Years by the above ſecond Indenture of Leaſe granted, which is now to come and unexpired, and that in as full, large, ample and beneficial Manner to all Intents and Purpoſes whatſoever, as ſhe the ſaid *A. J.* her Executors or Adminiſtrators, could or might have had, held, received or enjoyed the ſame in caſe theſe Preſents had not been made, (ſubject nevertheleſs to the Payment of the ſaid yearly Ground-Rent of —— by the ſaid above recited ſecond Indenture of Leaſe reſerved, and to the ſeveral Covenants, Conditions and Agreements therein contained, and which from henceforth on the Leſſees or Aſſignees Part, are to be paid, done and performed). (*Covenants no Act done to incumber the Premiſſes; that the two Leaſes are good*, &c. *that the Aſſignor has Power to aſſign; that the Aſſignee ſhall peaceably enjoy, free from Incumbrances; further Aſſurances*, Vide Tit. **Covenants**.) *And* the ſaid *J. S.* for herſelf, her Heirs, Executors and Adminiſtrators, and for every of them, doth covenant, promiſe and agree, to and with the ſaid *A. J.* her Executors, Adminiſtrattos and Aſſigns by theſe Preſents, that ſhe the ſaid *J. S.* her Heirs, Executors or Adminiſtrators, at her and their own proper Coſts and Charges, ſhall and will from henceforth find, provide and allow unto the ſaid *A. J.* from Time to Time, and at all Times hereafter during the Term of her natural Life, as well with good and wholeſome Meat and Drink, as alſo with Waſhing and Lodging, and all Manner of Wearing Apparel of what Nature or Kind ſoever, ſuitable and convenient, as likewiſe with all other proper Neceſſaries whatſoever, in Health and Sickneſs, as ſhall be proper and neceſſary, as ſhall be by her the ſaid *A. J.* at any Time reaſonably required; and that the ſaid *J. S.* her Executors or Adminiſtrators, at her and their like Charge, upon the Death of the ſaid *A. J.* ſhall cauſe her Body to be decently buried, at ſuch Place and in ſuch Manner as ſhe at any Time before her Death ſhall direct and appoint, ſo as the Expence and Charge thereof exceed not in the whole the Sum of ——. **In Witneſs**, &c.

To find one Neceſſaries during Life, and to be at the Charge of one's Funeral.

Aſſignment of a Leaſe for Years to attend the Inheritance, made by an Executrix and her Huſband, by the Direction of the Vendor, and at the Nomination of the Purchaſor.

By Indorſement.

Whereas *T. B.* of ——, Eſq; and *J. J.* of ——, Gent. have with the Conſent and Approbation, and by the expreſs Direction of *S. B.* of ——, Eſq; and *S. B.* the Younger of ——, Eſq; and *M.* his Wife, and *J. C.* of ——, Eſq; purchaſed of the within named *W. P.* and *J. P.* Eſq; Son and Heir apparent of the ſaid *W. P.* the Fee-ſimple and Inheritance of the within mentioned Meſſuage, *&c.* in and by the within written Indenture aſſigned to the within named *C. P.* his Executors, *&c.* for the Remainder of the within mentioned Term of —— Years, for the Sum of 13000*l.* of, *&c.* and the ſaid Premiſſes by Indentures of Leaſe and Releaſe, (*Recital of a Leaſe and Releaſe to* T. B. *and* J. J. *and their Heirs*,

Heirs, subject to the Uses, &c. *in a Marriage Settlement therein recited):* **And whereas** the said *C. P.* is dead, having in his Life-time made his last Will and Testament, and thereof constituted and appointed his three Daughters, *viz.* —— his Executrixes, and the said *J. K.* * hath solely proved the said Will in the Prerogative Court of *Canterbury*, whereby the said *J.* and in her Right the said *R. K.* is become possessed of, or intitled unto the Remainder of the within mentioned Term of —— Years: **Know ye**, That for and in Consideration of, *&c.* they the said *R. K.* and *J.* his Wife, by the Direction and Appointment of the said *W. P.* and *J. P.* and at the Nomination of the said *T. B.* and *J. J.* testified by their being Parties to, and signing and sealing these Presents, **have**, and each of them **hath** bargained, *&c.* and the said *W. P.* and *J. P.* have, and each of them hath ratified and confirmed, and by these Presents the said *R. K.* and *J.* his Wife, **do**, and each of them **doth** fully, clearly and absolutely bargain, *&c.* and the said *W. P.* and *J. P.* do and each of them doth ratify and confirm unto the said *R. M.* his Executors, *&c.* **All** that, *&c.* in the within written Indenture mentioned and described, with their Appurtenances, together with the within written original Indenture of Lease, and the several mesne Assignments thereof, and all and singular other the Premisses within mentioned to be assigned to the said *C. P.* his Executors, *&c.* and all the Estate, *&c.* of the said *R. H.* and *J.* his Wife, *W. P.* and *J. P.* and of every of them, of, in and to the same, and every Part and Parcel thereof; **To have and to hold** the said —— and all and singular other the Premisses herein before mentioned, or intended to be hereby bargained, *&c.* with their and every of their Appurtenances unto the said *R. M.* his Executors, *&c.* from henceforth for and during all the Rest, Residue and Remainder of the within mentioned Term of —— Years yet to come and unexpired; **In Trust** for the several Persons to whom the said hereby assigned Premisses are limited, in and by the said herein before recited Indenture of Release, and to attend and wait upon the Freehold and Inheritance of the same Premisses. (*Covenant from* R. H. *and* J. *his Wife, to* R. M. *that no Act is done to incumber the Premisses.*). **In Witness**, &c.

Absolute Assignment of several Under-Leases and Ground-Rents to a Purchasor.

This Indenture Quinquepartite, made, *&c.* **Between** *J. H.* of, *&c.* of the first Part, *R. A.* of, *&c.* of the second Part, *J. S.* of, *&c.* of the third Part, (*three several Mortgagees*) *J. W.* of, *&c.* of the fourth Part, and *A. C.* of, *&c.* of the fifth Part. **Whereas**, &c. (*recite the two original Indentures of Lease made to* A. W. *Brother of the said* J. W. *at and under the several yearly Rents of* 3 s. 4 d. *each*) and in case the said *A. W.* his Executors, *&c.* should at any Time or Times, during the Terms aforesaid, use or exercise, or cause, permit or suffer the said Pieces or Parcels of Ground thereby demised, or any of the Erections and Buildings thereon erected and built, or to be erected or built, or any Part thereof, to be used or exercised, as and for any of the Arts or Trades following, *viz. &c.* or any of them, then at the yearly Increase of Rent of 30 *l.* (over and above such yearly Rent of 3 *s.* 4 *d.*) Tax free, by equal quarterly Payments at the same Quarter-Days appointed for Payment of the said yearly Rent of 3 *s.* 4 *d.* in which said Indenture of Lease there is a Covenant or Clause, in the Words following; to wit, And lastly, that it shall and may be lawful to and for the said *A. W.* his Executors, Administrators and Assigns, to use or exercise, or cause, permit or suffer, all or any Part of the Piece or Parcel of Ground, and the Erections and Buildings thereon erected and to be erected, above hereby demised, which shall not front *B.* Street aforesaid, to be used or exercised, as or for any of the Arts or Trades herein before mentioned to be prohibited from being used thereon (a Brewer or common Brewhouse only excepted); the said Indenture, or any Covenant, Clause, Matter or Thing therein contained to the contrary thereof in any wise notwithstanding; (*recite the several Mortgages made thereof by said* A. W. *to* H. A. *and* S. *recite the Assignment from* A. W. *to* J. W. *subject to the Mortgages; recite the seventy-one Under-Leases made from the said* A. W. J. W. *and the three Mortgagees of the several Premisses comprised therein, at and under the several yearly Rents therein reserved,*) as by the Counterparts of the 71 recited Indentures of Lease made from the said *A. W. J. W. J. H. J. S.* and *R. A.* Relation, *&c.* **And whereas** the several yearly Ground-Rents or Sums of Money reserved and made payable in and by the said 71 Leases, amount together to the yearly Sum of 146 *l.* 19 *s.* 6 *d.* of lawful Money of *Great Britain:* **And whereas** there is now due and owing to the said *J. H.* for Principal and Interest Money upon the Security of the Premisses above recited and mentioned, the full Sum of 1891 *l.* 16 *s.* 2 *d.* of, *&c.* **And whereas** there is now due and owing to the said *R. A.* for Principal and Interest Money upon the Premisses above recited and mentioned to be

What is due on Securities.

* As *J. K.* only proved the Will, no further Notice is necessary to be taken of the other Sisters.

made

made a Security to him, the full Sum of 812*l.* 13*s.* and 5*d.* of, &c. and no more: **And whereas** there is now due and owing to the ſaid *J. S.* for Principal and Intereſt Money upon the Security to him made of the Premiſſes above recited and mentioned, the full Sum of 822*l.* 18*s.* and 5*d.* of, &c. and no more: **And whereas** the ſaid *A. C.* hath agreed with the ſaid *J. W.* for the abſolute Purchaſe of the Reverſion of all and ſingular the ſaid ſeveral Pieces or Parcels of Ground, Meſſuages and Premiſſes, with their Appurtenances, demiſed and granted by the ſaid 71 Under-Leaſes herein before recited, whereupon the ſaid ſeveral yearly Rents, amounting in the Whole to the ſaid yearly Sum of 146*l.* 19*s.* 6*d.* are reſerved, and of the Remainder of the ſaid ſeveral Terms of 60 Years and 39 Years, and 59 Years and 39 Years, in and by the ſaid two firſt above recited original Indentures of Leaſe granted, of and concerning the Premiſſes compriſed in the ſaid ſeveral Under-Leaſes for the Sum of 3674*l.* 7*s.* 6*d.* of, &c. **Now this Indenture witneſſeth,** that for and in Conſideration of the Sum of 1891*l.* 16*s.* and 2*d* of, &c. to the ſaid *J. H.* in Hand paid by the ſaid *A. C.* at, &c. and of the Sum of 812*l.* 13*s.* and 5*d.* of like, &c. to the ſaid *R. A.* in Hand paid by the ſaid *A. C.* at, &c. and alſo of the Sum of 822*l.* 18*s.* and 5*d.* of like, &c. to the ſaid *J. S.* in Hand, &c. at, &c. (which ſeveral Sums of Money ſo ſeverally paid to the ſaid *J. H. R. A.* and *J. S.* are in full of all Monies due and owing to them, or any of them, upon the Security of the Premiſſes above, in and by theſe Preſents recited and mentioned, or any Part thereof, and which ſaid ſeveral Sums of Money are ſo paid by the Direction and Appointment of the ſaid *J. W.* teſtified by his being made a Party to, and Sealing and Executing theſe Preſents) the Receipt of which ſaid ſeveral Sums of Money ſo ſeverally paid to the ſaid *J. H. R. A.* and *J. S.* as aforeſaid, they do hereby ſeverally acknowledge, and themſelves to be therewith ſeverally fully paid and ſatisfied, and thereof and therefrom, and of and from every Part and Parcel thereof, do ſeverally acquit, exonerate and diſcharge the ſaid *A. C.* his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them by theſe Preſents; and for and in Conſideration of the Sum of 146*l.* 19*s.* and 6*d.* of, &c. to the ſaid *J. W.* in Hand paid by the ſaid *A. C.* at, &c. the Receipt, &c. which ſaid ſeveral Sums of 1891*l.* 16*s.* and 2*d.* 812*l.* 13*s.* and 5*d.* 822*l.* 15*s.* and 5*d.* and 146*l.* 19*s.* and 6*d.* make together the above mentioned Purchaſe Money or Sum of 3674*l.* 7*s.* and 6*d.* **They** the ſaid *J. H. R. A.* and *J. S.* **Have** bargained, ſold, aſſigned and ſet over, **And** the ſaid *J. W.* **Hath** granted, releaſed and confirmed, **And** by theſe Preſents the ſaid *J. H. R. A.* and *J. S.* (at the Requeſt and by the Direction and Appointment of the ſaid *J. W.* teſtified by his being a Party to, and Sealing and Executing theſe Preſents) **Do** bargain, &c. and the ſaid *J. W.* **Doth** grant, releaſe and confirm unto the ſaid *A. C.* **All** and every the Pieces or Parcels of Ground ſeverally demiſed and leaſed, in and by the ſaid 71 above recited Indentures of Leaſe made by and from the ſaid *A. W. J. W. T. W. J. S. R. A.* and *J. H.* or ſome of them, and all and every the Meſſuages or Tenements, Erections and Buildings upon the ſaid Pieces or Parcels of Ground, or any of them, or any Part of them, erected and built, or that may be erected or built, and every Part and Parcel thereof, with their and every of their Appurtenances, together with the Counterparts of the ſaid 71 above recited Indentures of Leaſe made as aforeſaid, by and from the ſaid *A. W. J. W. T. W. J. S. R. A* and *J. H.* or ſome of them, and all and every the yearly and other Rent and Rents therein and thereby, or in or by any of them, reſerved and made payable, to be from henceforth paid, and all the Eſtate, Right, Title, Intereſt, Terms for Years yet to come and unexpired, Uſe, Poſſeſſion, Reverſion, Benefit and Equity of Redemption, Property, Profit, Claim and Demand whatſoever both in Law and Equity of them the ſaid *J. H. R. A. J. S.* and *J. W.* or any of them, of, in or to the Premiſſes hereby aſſigned, or any Part thereof, by Force and Virtue of the ſeveral Indentures, Deeds and Writings above, in and by theſe Preſents recited and mentioned, or any of them, or otherwiſe howſoever; **To have and to hold** the ſaid Pieces or Parcels of Ground, Meſſuages or Tenements, Erections, Buildings, Counterparts of Leaſes, yearly and other Rent and Rents, and all and ſingular other the Premiſſes in and by theſe Preſents bargained, ſold, aſſigned and ſet over, and granted, releaſed and confirmed, or meant or mentioned ſo to be, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the ſaid *A. C.* his Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue of the ſaid ſeveral Terms of 60 Years, 39 Years, 58 Years and 39 Years, granted or demiſed in and by the ſaid above recited Indentures of Leaſe made to the ſaid *A. W.* as aforeſaid, which are yet ſeverally to come and unexpired, **Subject** to the Rents and Covenants therein reſerved and contained on the Leſſees Part to be paid and performed. **And** the ſaid *J. H. R. A.* and *J. S.* every of them ſeparately, &c. covenant, &c. to and with the ſaid *A. C.* his, &c. by, &c. that they, &c. have not, nor any of them hath made, done or committed any Act, &c. whereby, &c. the ſaid Premiſſes by theſe Preſents aſſigned and releaſed, or any Part thereof, is, are or may be impeached or incumbred in Title, Charge, Eſtate or otherwiſe howſoever.

Agreement for the Purchaſe.

Conſiderations.

Aſſignment, Releaſe and Confirmation.

Parcels.

Habendum.

Subject, &c.

Covenants done no Act.

Good Leaſe. **And** the ſaid *J. W.* doth for himſelf, his Heirs, Executors and Adminiſtrators, covenant, *&c.* to and with the ſaid *A. C.* his, *&c.* by, *&c.* in Manner, *&c.* (that is to ſay) that the ſaid Good Right. above recited Indentures of Leaſe made to the ſaid *A. W.* now are and be good, *&c.* **And** that the ſaid *J. H. R. A. J. S.* and *J. W.* now have, *&c.* good Right, *&c.* to bargain, *&c.* all the Premiſſes by theſe Preſents bargained, ſold, aſſigned and ſet over, and granted, releaſed and confirmed unto the ſaid *A. C.* his, *&c.* during, *&c.* by the ſaid two original Leaſes Peaceable Enjoyment. granted, and in Manner and Form aforeſaid; **And** that the ſaid *A. C.* his, *&c.* ſhall, *&c.* during the Reſidue of the ſeveral Terms of Years by theſe Preſents aſſigned, peaceably and quietly have, *&c.* all the ſaid Premiſſes by theſe Preſents aſſigned and releaſed, and every Free from Incumbrances. Part thereof, with their Appurtenances, without any Let, *&c.* **And** that the ſaid hereby aſſigned Premiſſes now are and be free, *&c.* of and from all former and other Bargains, *&c.* by the ſaid *J. H. R. A. J. S. J. W. A. W.* and *T. W.* or any of them, except the ſaid threeſcore and eleven recited Indentures of Leaſe made as aforeſaid by and from the ſaid *A. W. J. W. T. W. J. S. R. A.* and *J. H.* or ſome of them, of the Premiſſes hereby aſſigned, at and under the ſaid ſeveral yearly Rents therein and thereby reſpectively reſerved and herein Further Aſſurance. before mentioned; **And** that the ſaid *J. W.* his, *&c.* and all and every other Perſon and Perſons, any Eſtate having, *&c.* or that ſhall or may have, *&c.* any Eſtate or Intereſt of, in or to the Premiſſes by theſe Preſents aſſigned, or any Part thereof, by, from or under him, them or any of them, or by, from or under the ſaid *A. W.* or *T. W.* or either of them, (except the Leſſees named in the ſaid threeſcore and eleven Leaſes for or in Reſpect of the ſame Leaſes only) ſhall and will from Time, *&c.* and at the proper Coſts, *&c.* make, *&c.* all and every Covenant to pay the Rents reſerved, ſuch further and other lawful and reaſonable Act, *&c.* **And** that the ſaid *J. W.* his, *&c.* ſhall and will during all the Remainder of the Terms of Years demiſed and now to come in and by the above recited Indenture of Leaſe of the 26th of *Auguſt* 17— made to the ſaid *A. W.* well and truly pay or cauſe to be paid the ſaid yearly Rent or Sum of 3*s.* and 4*d.* thereby reſerved, according to the true Meaning of the ſaid Leaſe; **And alſo** ſhall and will, during the Remainder of the Terms of Years demiſed, and now to come, in and by the ſecond above recited Indenture of Leaſe of the 30th of *November* 17— made alſo to the ſaid *A. W.* well and truly pay or cauſe to be paid the ſaid yearly Rent or Sum of 3*s.* 4*d.* thereby reſerved, (according to the true Meaning of the ſaid Leaſe) and ſufficiently indemnify and ſave and to indemnify. harmleſs the ſaid *A. C.* his Executors, Adminiſtrators and Aſſigns, and all the Premiſſes in and by theſe Preſents aſſigned and releaſed, from and againſt the Payment of the ſaid ſeveral yearly Rents, and every of them, and every Part of them, and from and againſt all Actions, Suits, Diſtreſſes, Re-entries, Coſts, Charges and Damages whatſoever, for or in Reſpect of the Non-payment of the ſeveral yearly Rents, or any of them, or any Part of them: **And that** the ſaid *J. W.* his, *&c.* ſhall and will pay the ſaid yearly Rents of 30*l.* ſeverally reſerved in and by the ſaid two Indentures of Leaſe made to the ſaid *A. W.* in caſe the Premiſſes thereby ſeverally demiſed ſhould be uſed for any of the Trades in and by the ſame two Leaſes prohibited from being uſed; and perform and keep all the Covenants, Clauſes and Agreements mentioned and contained in and by the ſame two Indentures of Leaſe made to the ſaid *A. W.* as aforeſaid, on the Tenants or Leſſees Parts to be performed and kept, according to the true Intent and Meaning of the ſaid Leaſes, during all the Terms of Years now to come in and by the ſame two Leaſes, ſo far only as the ſame reſpects and relates to ſo much of the Grounds and Buildings by the ſaid two Leaſes demiſed to the ſaid *A. W.* as is not and are not in and by theſe Preſents aſſigned and releaſed to the ſaid *A. C.* and ſufficiently indemnify and ſave harmleſs the ſaid *A. C.* his, *&c.* and all the Premiſſes, in and by theſe Preſents aſſigned and releaſed, from and againſt the Payment and Performance of the ſaid Rents and Covenants, and every of them, and every Part of them, ſo far only as the ſame reſpects and relates to ſo much of the Grounds and Buildings by the ſaid two Leaſes demiſed to the ſaid *A. W.* as is not and are not in and by theſe Preſents aſſigned and releaſed to the ſaid *A. C.* as aforeſaid, and from and againſt all Actions, Suits, Diſtreſſes, Re-entries, Coſts, Charges and Damages whatſoever, for or in Reſpect of the Non-payment or Non-performance of the ſaid Rents and Covenants, or any of them, or any Part of them, ſo far only as the ſame reſpects and relates to ſo much of the Grounds and Buildings by the ſaid two Leaſes demiſed to the ſaid *A. W.* as is not and are not in and by theſe Preſents aſſigned and releaſed To produce Leaſes. to the ſaid *A. C.* as aforeſaid. **And laſtly**, the ſaid *A. C.* doth for himſelf, *&c.* covenant, *&c.* to and with the ſaid *J. W.* his, *&c.* by theſe Preſents, that in caſe the ſaid *A. C.* hath the Cuſtody and Poſſeſſion of the two above recited Indentures of Leaſe of the 26th of *Auguſt* 17—— and the 30th of *November* 17—— he the ſaid *A. C.* his Executors, Adminiſtrators and Aſſigns, ſhall and will at all and every Time and Times hereafter, during the Term of Years for which the Premiſſes are by theſe Preſents aſſigned, upon the reaſonable Requeſt, and at the proper Coſts and Charges of the ſaid *J. W.* his, *&c.* produce and ſhew, or cauſe the two ſeveral above recited Indentures of Leaſe made to the ſaid *A. W.* as aforeſaid,

ſaid, to be produced and ſhewed in or before any Court or Courts of Law or Equity, or to or before the Counſel of the ſaid *J. W.* his, *&c.* to evidence and ſet forth, maintain and ſupport the Title of the ſaid *J. W.* his, *&c.* of, in and to the Remainder of the Pieces or Parcels of Ground which were demiſed to the ſaid *A. W.* in and by the two ſeveral above recited Indentures of Leaſe made to him the ſaid *A. W.* as aforeſaid, and which are not in and by theſe Preſents aſſigned to the ſaid *A. C.* as aforeſaid. **In Witneſs**, &c.

An Aſſignment of a Term to Truſtees for ſeveral Purchaſers of an Eſtate, the ſame being ſold in Parcels.

(a) *FIRST recite the Creator of the Term and the ſeveral meſne Aſſignments thereof. Secondly, recite every Purchaſe ſhort thus:* **And whereas** the ſaid Sir *T. T.* hath *purchaſed or agreed to purchaſe to him and his Heirs* **All** that, *&c.* **And whereas** the ſaid *A. B.* hath purchaſed or agreed to purchaſe to him and his Heirs, *All* that, *&c.* (*and ſo on for ever Purchaſer:* **Now this Indenture witneſſeth**, &c. (*and ſo aſſign the Premiſſes to* C. *and* D. *in the uſual Form*) **To have and to hold** the ſaid Manor, Meſſuages, Farms, Lands, Tenements, Hereditaments, and all and ſingular other the Premiſſes herein before mentioned and intended to be hereby aſſigned, with their and every of their Appurtenances, unto the ſaid *C.* and *D.* their Executors, Adminiſtrators and Aſſigns, from henceforth for and during all the Reſt, Reſidue and Remainder of the ſaid Term of 1000 Years yet to come and unexpired; **In Truſt nevertheleſs** as to the ſaid Manor, and ſo much of the ſaid Premiſſes as are purchaſed or agreed to be purchaſed by the ſaid Sir *F. T.* for him the ſaid Sir *T. T.* his Heirs and Aſſigns, and to be conveyed and diſpoſed of as he the ſaid Sir *T. T.* his Heirs or Aſſigns, ſhall direct and appoint; and in the mean Time and until ſuch Direction and Appointment, to attend and wait the Freehold and Inheritance of the ſame Premiſſes now veſted or intended to be veſted in the ſaid Sir *T. T.* and his Heirs, and to protect the ſame Freehold and Inheritance from Incumbrances: **And** as to ſuch other Part or Parts of the ſaid Premiſſes as are purchaſed or agreed to be purchaſed by the ſaid *A. B.* **In Truſt** for him the ſaid *A. B.* his Heirs and Aſſigns, *&c.* (*and ſo on for every Purchaſer; and add a Covenant that the Aſſignees have done no Act to incumber the Premiſſes*, &c.) **In Witneſs**, &c.

Recite all Parcels ſhort.

Habendum.

In Truſt.

Aſſignment of a Leae from an Adminiſtratrix to two intended Copartners, (by the Conſent of their Friends, according to Articles, &c.)

THIS Indenture Tripartite, made, *&c.* **Between** *A. H.* of *London*, Widow, (Adminiſtratrix of the Goods and Chattels, Rights and Credits of *J. H.* of *H. B. London*, Diſtiller, her late Huſband, deceaſed) of the firſt Part, *J. R.* of, *&c.* and *J. J.* of, *&c.* Gent. of the ſecond Part, *J. J.* Citizen and Diſtiller of *London*, (Son of the above named *J. J.*) and *T. L.* alſo Citizen and Diſtiller of *London*, of the third Part. **Whereas** by Indenture of Leaſe, *&c.* (*Recital of the Leaſe, and of the Aſſignment thereof to Mr.* H. **And whereas** the ſaid *J. H.* is lately dead Inteſtate, and Letters of Adminiſtration of all and ſingular his Goods and Chattels having been duly granted out of the Prerogative Court of *Canterbury* to the ſaid *A.* his Wife, ſhe the ſaid *A.* by Virtue thereof is become legally intitled to the ſaid recited Indenture of Leaſe, Meſſuages or Tenements, Yards and Premiſſes thereby demiſed and ſo aſſigned to the ſaid *J. H.* as aforeſaid, for the Reſidue of the ſaid Term of 21 Years, which is now therein to come and unexpired: **And whereas** by certain Articles of Agreement bearing Date the 2d Day of *January* now laſt paſt, and made between the ſaid *A. H.* (by the Name of *A. H.* Widow, Adminiſtratrix of *J. H.* of *H. B. London*, Diſtiller, of the one Part, and the ſaid *J. R.* and *J. J.* the Father, of the other Part; whereby the ſaid *A. H.* (in Conſideration of the Sum of 300 *l.* to be paid to her therein after mentioned) *Did*, amongſt other Things, covenant and agree to and with the ſaid *J. R.* and *J. J.* the Father, that ſhe the ſaid *A. H.* would on or before the 2d Day of *February* then next enſuing, at the Place therein mentioned, and at the Charge of them the ſaid *J. R.* and *J. J.* the Father, ſeal and execute unto them, their Executors or Aſſigns, a good and ſufficient Aſſignment of *All* thoſe three Meſſuages or Tenements and Yards thereunto belonging, with their Appurtenances, (being the Premiſſes comprized in the above recited Indenture of Leaſe, and which are herein after aſſigned) together with the ſaid Leaſe and Aſſignment thereof; *Subject* to and under the Rents and Covenants reſerved and contained therein on the Leſſee's Part

Recitals.

As to his dying Inteſtate, and Letters of Adminiſtration to his Wife.

As to the Articles.

(a) This was dated ſome Time before the Conveyance of the Inheritance. Note; the Inheritance was conveyed by Leaſe and Releaſe to every one of the Purchaſers.

Part to be paid and performed, and with such reasonable Covenants in the said Assignment to be as Counsel should advise, and likewise a Covenant on the Part of the said *J. R.* and *J. J.* the Father, their Executors or Assigns, for Payment and Performance of the yearly Rent and Covenants in the said Lease reserved and contained, and to keep harmless and indemnified the said *A. H.* her Executors and Administrators therefrom: *And* the said *J. R.* and *J. J.* the Father, for themselves, their Executors and Assigns, did thereby (amongst other Things) covenant with the said *A. H.* that they the said *J. R.* and *J. J.* the Father, would on the said 2d Day of *February* pay unto the said *A. H.* the Sum of 300*l.* the Consideration Money before mentioned, and at the same Time would accept of the said Assignment of the said Lease of the said three Messuages and Premisses, and at the same Time execute and deliver unto the said *A. H.* a Counterpart of the said Assignment, as in and by the said in Part recited Articles, Relation being thereunto had (amongst other Things) more fully may appear;

As to Mr. *R.* and Mr *J.*'s Name used in the Articles, in Trust for Mr. *J.* and Mr. *L.*

And whereas the Names of them the said *J. R.* and *J. J.* the Father, in the said recited Articles used and mentioned, were and are therein only so used, at and by the Nomination of and in Trust for them the said *J. J.* the Son and *T. L.* and the said Sum of 300*l.* therein mentioned and covenanted to be paid by them the said *J. R.* and *J. J.* for the Purchase of the said Indenture of Lease, Messuages and Premisses, and for the Assignment thereof as aforesaid, was and is agreed should be paid by them the said *J. J.* the Son and *T. L.* who are agreed to be the joint Purchasors of the said Premisses for the Residue of the Term of Years now to come therein, without any Benefit of Survivorship, in such Manner, and subject in such Manner as herein after is mentioned and expressed; which is hereby acknowledged and declared so to be by all the Parties hereto, testified by their Executing hereof:

Considerations.

Now this Indenture witnesseth, that for and in Consideration of the said Sum of 300*l.* of, *&c.* to her the said *A. H.* in Hand, *&c.* by them the said *J. J.* the Son and *T. L.* at or before the Sealing and Delivery of these Presents, in Manner as follows, *viz.* The Sum of 150*l.* (being one Moiety thereof) by him the said *J. J.* the Son, and the like Sum of 150*l.* (being the other Moiety thereof) by the said *T. L.* the Receipt and Payment of which said several Sums of 150*l.* and 150*l.* (making together the said Sum of 300*l.*) she the said *A. H.* doth hereby acknowledge, and of and from every Part, *&c.* which said Sum of 300*l.* so paid in Manner as aforesaid, is by her the said *A. H.* hereby agreed and declared to be in full for all the absolute Purchase of all her the said *A. H.*'s Estate, Right, Title, Term of Years, Interest and Benefit of Renewal of, in and to the said Indenture of Lease, Messuages or Tenements, Yards and Premisses thereby demised, and herein after assigned, and for divers, *&c.*

Assignment.

She the said *A. H.* (at the Request, and by and with the Consent, Direction and Appointment of them the said *J. R.* and *J. J.* the Father, testified, *&c.*) **hath** granted, bargained, sold, assigned, transferred and set over, and by, *&c.* doth freely and absolutely grant, *&c.* unto the said

Premisses.

J. J. the Son and *T. L.* their Executors, Administrators and Assigns, **As well** the said herein before recited Indenture of Lease, **As also all** those the said three Brick Messuages or Tenements, and Yards thereunto belonging, and also the great back Yard lying behind the said three Messuages, and all and singular other the Premisses, which in and by the said recited Indenture of Lease were demised to the said *T. M.* or which were by him assigned to the said *J. H.* as aforesaid, or mentioned or intended so to be, with their and every of their Appurtenances, together with all Improvements since made thereon; and as the said Premisses late were in the several Occupations of the said *A. W. C. F.* and *M. B.* Widow, and now of the said *A. H.* and of *R. P.* and *W. B.* or of their respective Under-tenants or Assigns, (except as in the said Indenture of Lease is excepted); **And** all the Estate, *&c.* of her the said *A. H.* or of any Person or Persons in Trust for her, of, in, to or out of the said hereby assigned Messuages or Tenements, Yards and Premisses, and every Part and Parcel thereof, by Virtue of the said recited Indenture of Lease indorsed, Assignment thereof, and Letters of Administration, any or either of them, or otherwise howsoever;

Habendum.

To have and to hold the said Indenture of Lease, three Brick Messuages or Tenements, Yards, and all and singular other the Premisses herein before mentioned and intended to be hereby assigned, with their and every of their Appurtenances, (except as before is excepted) unto them the said *J. J.* the Son and *T. L.* their Executors, Administrators and Assigns, from henceforth, for and during all the Rest and Residue of the said Term of 21 Years by the said recited Indenture of Lease granted, which is now to come and unexpired; and that in as full, large, ample and beneficial Manner, to all Intents, Constructions and Purposes whatsoever, as she the said *A. H.* could or might have held or enjoyed the same, in case these Presents had not been made;

Subject, *&c.*

Subject nevertheless to the Payment of the said yearly Rent of 110*l.* by the said recited Indenture of Lease reserved, and to the several Covenants, Provisoes, Conditions and Agreements therein mentioned and contained, and which from henceforth on the Tenants or Lessees

No Benefit of Survivorship.

Part are to be paid, done and performed; **And subject** then, as to one Moiety or Half Part of all and singular the hereby assigned Premisses, (the Whole in two equal Parts to be divided)

to and for the only Benefit of the said *J. J.* the Son, his Executors, Administrators and Assigns; and as to the other Moiety or Half-Part thereof, to and for the only Benefit of the said *T. L.* his Executors, Administrators and Assigns, without any Benefit or Advantage of Survivorship whatsoever to be had or taken by either of them the said *J. J.* the Son, and *T. L.* in Case of Death before the Expiration of the said Term of 21 Years: **And** the said *A. H.* for herself, her Heirs, Executors and Administrators, and for every of them, doth covenant, *&c.* to and with each of them the said *J. J.* the Son and *T. L.* their Executors, Administrators and Assigns, by these Presents, in Manner as follows, (that is to say) That she the said *A. H.* hath not at any Time heretofore made, *&c.* (*Covenant, done no Act*, &c. *as usual.*) **In Witness**, &c. Covenants.

An Assignment of a Moiety of a House and Furniture to a Person in Trust for his Sister (notwithstanding her Coverture) that she and the Assignor may be Copartners in letting Lodgings.

This Indenture, made, *&c.* **Between** *J. M.* of, *&c.* Widow, of the one Part, and *I. E.* of, *&c.* Innholder, of the other Part. **Whereas** the said *J. M.* by virtue of a certain Indenture of Lease bearing Date, *&c.* and made from *C. G.* of, *&c.* is now intitled to and possessed of a Messuage or Tenement, with its Appurtenances, situate, *&c.* and as the same is now in the Possession of, *&c.* for the Residue of the Term of 11 Years, which commenced at, *&c.* at and under the yearly Rent of 100*l.* payable in Manner as therein mentioned: And the said *J. M.* is now also possessed of, interested in and intitled unto the several Houshold Goods and Furniture, and other Things in and belonging and now used with the said Messuage, and which are particularly mentioned and set forth in the Schedule or Inventory hereunder written: **And whereas** the said *J. M.* (in Consideration of the Sum of 150*l.* to be to her now paid by the said *I. E.* hath agreed to assign unto him, *As well* one full Moiety or Half-Part of the Benefit of the said Indenture of Lease, and the Messuages and Premisses thereby demised for the Residue of the said Term of 11 Years now to come therein, (*Subject nevertheless* in such Manner as herein after is mentioned); *As also* absolutely to sell and assign unto the said *I. E.* one full Moiety or Half-Part of all and singular the said Houshold Goods, and other Things in the said Schedule mentioned and comprised: *And* she the said *J. M.* for the Considerations aforesaid, hath further agreed to accept of *J. W.* the Wife of *T. W.* of, *&c.* and Sister of the said *I. E.* as and to be a Copartner with her the said *J. M.* in the Letting of Lodgings in the said Messuage, and in all other Profits and Benefit thereby arising, in such Manner as herein after is also mentioned: **Now this Indenture witnesseth**, that the said *J. M.* in Pursuance and Part of Performance of her said recited Agreement, and also for and in Consideration of the said Sum of 150*l.* of, *&c.* to her the said *J. M.* in Hand, *&c.* at, *&c.* the Receipt, *&c.* **hath** granted, bargained, sold, assigned, transferred and delivered, and by these Presents she the said *J. M.* **Doth** grant, *&c.* unto the said *I. E.* his, *&c.* **As well** one full Moiety or Half-Part (the whole in two equal Parts to be divided) of and in all Benefit of the said recited Indenture of Lease, and also one Moiety or Half-Part of the said Messuage or Tenement, and all and singular other the Premisses thereby demised, with their Appurtenances, and as the said Messuage and Premisses are now in the Occupation of his Excellency the said *Polish* Envoy, **As also** one full Moiety or Half-Part (the whole in two equal Parts to be divided) of and in all and singular the Houshold Goods, Furniture, and other Things particularly mentioned and set forth in the said Schedule or Inventory hereunder written, and all the Estate, Right, Title, Term of Years to come, Possession, yearly Rents and Profits, Benefit of Renewal, Property, Claim and Demand whatsoever, both at Law and in Equity, of her the said *J. M.* or of any Person in Trust for her, of, in, to or out of the said assigned Moiety of the said Indenture of Lease, Messuage and Premisses thereby demised, and also of, in and to the said hereby assigned Moiety of the said Houshold Goods and Furniture in the said Schedule mentioned and comprised; **To have and to hold** the said hereby assigned Moiety or Half-Part of the said Messuage or Tenement and Premisses, with its Appurtenances, unto the said *I. E.* his Executors, Administrators and Assigns from henceforth, for and during all the Rest and Residue of the said Term of 11 Years by the said Indenture of Lease granted, which is now to come and unexpired, and for and during all such further Term or Terms of Years as can, shall or may at any Time hereafter be granted and renewed therein, and that in as full, large, ample and beneficial Manner to all Intents and Purposes whatsoever, as she the said *J. M.* her Executors or Administrators, could or might have had, held, received or enjoyed the same, in case these Presents had not been made; **(Subject nevertheless** to the Payment of one Moiety of the said yearly Rent of 100*l.* by the said Indenture of Lease reserved, and to the several Covenants, Conditions and Agreements therein

J. M. by Lease intitled to a Messuage, and is possessed of Goods in a Schedule. *J. M.*'s Agreement to assign a Moiety thereof, and accept a Partner. Consideration. Assignment. Parcels. *Habendum* as to the House. Subject, *&c.*

therein contained, and which in respect as to one Moiety of the same Premisses only are from henceforth on the Lessees Part to be paid and performed; **And to have**, hold, take and enjoy the said hereby assigned Moiety of the said Houshold Goods, Furniture, and other Things mentioned, set forth and comprised in the said Schedule, unto the said *I. E.* his Executors, Administrators and Assigns, from henceforth for ever, **And** to which he and they are hereby intended to have a legal Right and Property; nevertheless as to the said hereby assigned Moiety of the said Leasehold Premisses, and also as to the said hereby assigned Moiety of the said Goods, Furniture and other Things in the said Schedule mentioned, **In Trust** for the sole personal, peculiar and absolute Use, Benefit and Disposal of her the said *J. W.* (notwithstanding her present Coverture) in such Manner as she at any Time shall think fit to direct, limit and appoint the same. **And** the said *J. M. &c.* doth covenant, *&c.* hath not, *&c.* done, *&c.* any Act, *&c.* whereby or by Means whereof the said herein before assigned Moiety of the said Messuage, Goods, and other the hereby assigned Premisses, or any Part thereof, are or is, or shall or may be in any way impeached, *&c.* **And further**, that she the said *J. M. &c.* shall and will at any Time during the now Residue of the said Term of 11 Years, at the Request and Charge of the said *I. E.* his Executors or Assigns, make, *&c.* all and every such further, *&c.* Act, *&c.* for the further, *&c.* Assigning, *&c.* the said herein before assigned Money of the said Leasehold Messuage, or Tenments and Premisses, with their Appurtenances, unto the said *I. E.* his, *&c.* for, *&c.* all the then Residue, *&c.* (subject nevertheless in Manner as aforesaid) as by, *&c.* **And this Indenture further witnesseth**, that she the said *J. M.* (in Pursuance and full Performance of her said recited Agreement, and for the Considerations aforesaid) **Doth** for herself, her, *&c.* covenant, *&c.* to and with the said *I. E.* his, *&c.* by, *&c.* in Manner, *&c.* that they the said *J. M.* and *J.* the Wife of the said *T. W.* shall and may, from the Day of the Date of these Presents, during their joint Lives, become, continue and be Copartners, and be severally intitled to, possessed of, and interested in equal Moieties and Proportions, as well of and in the said Indenture of Lease, and the Messuage or Tenement and Premisses thereby demised, for the Residue of the said Term of eleven Years now to come therein, and also for and during all such further Term and Terms of Years as at any Time hereafter can, shall or may be granted or renewed therein, as also of and in all and singular the several Houshold Goods, Furniture and other Things, mentioned and comprised in the said Schedule hereunder written, as likewise of and in all and singular the clear yearly Rents, Profits, Benefit, Advantage and other Produce whatsoever, to arise or be had or made, for or in respect, or by virtue of letting Lodgings in the said Messuages and Premisses to the said present *Polish* Envoy, or to any other Person or Persons to whom the same shall at any Time hereafter, during the Continuance of the present or any subsequent Term, be let or taken for Lodgings or otherwise, whereby any Benefit or Advantage shall accrue, arise or be had or made of the same: **And it is hereby agreed and declared** by and between the said *J. M.* and *I. E.* for and on the Behalf of the said *J. W.* in Manner as follows, *viz.* That the said yearly Rent of 100 *l.* payable for the same Messuage, Charges of Repair, Taxes, Parish Rates and Duties, and all Losses and other incident Charges whatsoever, that shall be paid, expended, laid out, or happen in, or relating to the said Copartnership, shall be equally borne, paid and sustained by them the said *J. M.* and *J. W.* out of their own proper Monies, or out of the Profits of their respective Parts of the Monies to arise by their said Copartnership, Share and Share alike; **And** that they the said *J. M.* and *J. W.* shall at all Times, during their said Copartnership, use their utmost Endeavours for the Improvement and Advantage thereof, and that they shall be diligent therein, and be just, true and faithful to and with each other in all and every of their Buyings, Payments, Receipts, Reckonings and Accounts, and in all other Affairs whatsoever, relating to the said Copartnership: **And further**, that they the said *J. M.* and *J. W.* shall and will at all Times, during their said Copartnership, enter or cause to be entered in a Book to be prepared for that Purpose, a true Account of all their Payments, Disbursements and Receipts, touching the said Copartnership, and of all Monies due from and to them in respect thereof, whereunto each of them the said *J. M.* and *J. W.* shall at all Times have free Recourse and Liberty to peruse and inspect the same, and to take any Minutes or Copies thereof as they shall think fit, without any Hindrance of each other: **And further also**, that they the said *J. M.* and *J. W.* during their said Partnership, *viz.* in the Month of —— yearly, or oftener if they shall so think fit, make up a just and true Account of all their Payments, Receipts and Disbursements, and of all Monies due from or to the said Copartnership; and upon stating and balancing of every such Account (from and after paying and allowing out of the Profits of the said Copartnership the said yearly Rent, and all Duties and incident Charges touching or concerning the same), then the Residue of the clear Profits and Produce to arise or be had or made in respect of the said Copartnership, shall be equally divided between them the said *J. M.* and *J. W.* Share and Share alike; **And lastly**, it is agreed, That upon the Death of either

Habendum as to the Goods.

Trust.

General Covenants.

J. M. covenants that *J.* the Wife of *T. W.* shall be Copartner for Life in letting Lodgings, *&c.*

Agreement to bear equal Expences;

And use their utmost Endeavour for their mutual Benefit, *&c.*

An Account Book to be kept, *&c.*

To balance yearly.

Benefit of Survivorship.

either of them the said Partners, the said *J. M.* and *J. W.* (which shall first happen) the Moiety, Part or Share of such of them the said Partners so first dying, as well of and in the said Lease and the said Messuage or Tenement and Premisses thereby demised, during the Residue of the Term then in Being, as also of and in all and singular the Houshold Goods, Furniture and other Things mentioned and comprised in the Schedule hereunder written, shall, from the Time of the Death of such Partner so dying, go, belong and be the Property of the Survivor of them the said *J. M.* and *J. W.* her Executors, Administrators and Assigns, to and for her and their own Use and Benefit; **Subject nevertheless** to the Payment by the Survivor of them the said *J. M.* and *J. W.* to the Executors and Administrators of the Partner so first dying, of the Sum of 100*l.* of, *&c.* the same to be paid to such Executors and Administrators of the Partner so dying, within six Kalendar Months next after her Death, by the surviving Partner, her Executors or Administrators. **Provided always** that in case Default or Failure shall be made in Payment of the said Sum of 100*l.* to the Executors or Administrators of the Partner so first dying, by the surviving Partner, her Executors or Administrators, within the said six Months, then and in such Case the said surviving Partner, her Executors or Administrators, shall have no Benefit or Advantage whatsoever of, in or to the said deceased Partner's Moiety, Part or Share, of and in the said Lease, Messuage or Tenement, Goods and other the Premisses or any Part thereof, so intended for her and them as aforesaid; any Thing herein contained to the contrary thereof notwithstanding. **In Witness**, &c.

Subject, *&c.* to Payment of 100*l.* to the deceased's Executors.

Proviso in case of Default in Payment thereof.

Absolute Assignment from Administrators of a Crown Lease of three Leasehold Houses.

This Indenture Tripartite, &c. **Between** *M. W.* and *E. F.* of, *&c.* (which said *M. W.* and *E. F.* are the two Sisters of *J. C.* late of, *&c.* deceased, and also Administratrixes of his Goods and Chattels, Rights and Credits, unadministred by *M. C.* his Widow and Relict lately deceased,) of the first Part, *R. H.* of, *&c.* (Residuary Legatee and sole Executor of the last Will and Testament of the said *M. C.* deceased, who when living was Administrator of the Goods and Chattels, Rights and Credits of the said *J. C.* her late Husband deceased,) of the second Part, and *J. M.* of, *&c.* of the third Part. **Whereas** his late Majesty King *George* the First, in and by his Letters Patent under the Exchequer Seal, bearing Date, *&c.* (by the Advice of the Right Honourable Sir *R. W.* and Sir *C. J.* and the rest of the Lords Commissioners of the Treasury) as well in Consideration of a Sum of —— therein mentioned to be paid by the said *J. C.* as also in Consideration of Rents, *&c.* did demise and to farm let to the said *J. C. All his*, &c. *To hold*, &c. as in and by the said Letters Patent, *&c.* **And whereas** by Indenture of Assignment, bearing Date, *&c.* and between, *&c.* whereby after reciting (*int' al'*) the herein before recited Letters Patent, he the said *J. C.* for the Considerations therein mentioned, did demise, grant and assign unto the said *N. S. All* that Messuage, *&c.* to hold, *&c.* at 3*l.* 5*s. per Ann. In which* Indenture of Assignment (amongst other Covenants therein contained on the Part of the said *J. C.* to be done and performed) he the said *J. C.* did thereby for himself, *&c.* covenant with the said *N. S.* his, *&c.* that he the said *J. C.* his, *&c.* should and would at all Times during the said Term, at the Request and Charge of the said *N. S.* his, *&c.* produce and shew to him and them the said Letters Patent for the Maintenance of his and their Title to the said Messuage or Tenement and Premisses so assigned to him as aforesaid in such Manner as therein is mentioned, as in and by the said in Part recited Indenture of Assignment, (Relation, *&c.*) **Which** said Messuage or Tenement and Premisses so assigned to the said *N. S.* as aforesaid, was the other of the four Messuages or Tenements and Premisses comprised in, and which by the said recited Letters Patent were demised to the said *J. C.* as aforesaid, and the three Messuages or Tenements therein above mentioned and recited were the other three Messuages or Tenements, and Residue of the Premisses by the said Letters Patent demised to the said *J. C.* for the Term of 41 Years and one Quarter of a Year as aforesaid: **And whereas** the said *J. C.* being lately dead intestate, and the above mentioned Letters of Administration having been respectively granted to the said *M.* his Wife, and the said *M. W.* and *E. F.* as aforesaid, they the said *M. W.* and *E. F.* by virtue of their Letters of Administration, and the said *R. H.* on the Death since of the said *M. C.* and as Executor of her said last Will and Testament as aforesaid, are now respectively interested in and intitled to the said three other Messuages or Tenements and Premisses by the said Letters Patent demised for the Residue of the said Term of Years thereby granted, which is now to come therein: **And whereas** the said *J. M.* hath contracted and agreed with them the said *M. W.* *E. F.* and *R. H.* for the absolute Purchase of the said three Messuages or Tenements and Premisses, and of all the Estate, Right, Interest and Term of Years to come therein, at and for the Price or Sum of 320*l.* payable to them respectively, and subject in such Manner, as herein after is mentioned and expressed: **Now this Indenture witnesseth**, That for and in Consideration

Recitals.

As to Demise by Letters Patent.

As to Mr. *C.*'s leaving of one of the four Messuages to Mr. *S.* with Covenant to produce the Letters Patent.

As to the three Assignors Title to the hereby assigned Premisses.

As to Mr. *M.*'s Contract for Purchase thereof.

Consideration.

ſideration of the Sum of 320*l.* of, &c. to them the ſaid *M.W. E.F.* and *R.H.* in Hand, &c. by the ſaid *J.M.* at or before Sealing and Delivery of theſe Preſents, by the Proportions, Moieties and in Manner as follows, to wit, The Sum of 160*l.* (being one Moiety or Half-part of the ſaid 320*l.*) to them the ſaid *M.W.* and *E.F.* or one of them, and the Sum of 160*l.* (being the other Moiety or Reſidue thereof) to the ſaid *R.H.* the Receipt and Payment of which ſaid ſeveral Sums of 160*l.* and 160*l.* ſo paid in Manner as aforeſaid, (making together the ſaid Sum of 320*l.* Purchaſe Monies) they the ſaid *M.W. E.F.* and *R.H.* do and each of them doth hereby acknowledge, and thereof, &c. and for divers, &c. they the ſaid

Aſſignment. *M.W. E.F.* and *R.H.* **have** and each and every of them **hath** granted, &c. and by theſe

Premiſſes. Preſents **Do** and each and every of them **Doth** freely, clearly and abſolutely grant, &c. unto the ſaid *J.M.* his Executors, Adminiſtrators and Aſſigns, **All** that the herein before mentioned Meſſuage or Tenement with its Appurtenances, ſituate, &c. and all and ſingular other, &c. which in and by the ſaid Letters Patent were thereby demiſed to the ſaid *J.C.* his, &c. with their, &c. (ſave and except the ſaid Meſſuage or Tenement and Premiſſes with its Appurtenances, which in and by the above recited Indenture of Aſſignment, were by him the ſaid *J.C.* ſold and aſſigned to the ſaid *N.S.* as aforeſaid) and all the Eſtate, &c. of them the ſaid *M.W. E.F.* and *R.H.* any or either of them, or of any Perſon or Perſons in Truſt for them, any or either of them, of, in, to or out of the ſaid Letters Patent, Letters of Adminiſtration and laſt Will and Teſtament of the ſaid *M.C.* any or either of them, or otherwiſe howſoever, together with the ſaid Letters Patent and all Benefit and Advantage whatſoever, to be had or made

Habendum, of the ſame, (except as herein before is excepted): **To have and to hold** the ſaid three Meſſuages or Tenements, and all and ſingular other the Premiſſes herein before mentioned and intended to be hereby aſſigned, with their and every of their Appurtenances (except as aforeſaid) unto the ſaid *J.M.* his Executors, Adminiſtrators and Aſſigns, from thenceforth for and

with Benefit of during all the Reſt and Reſidue of the ſaid Term of 41 Years and one Quarter of a Year, by

Renewal. the ſaid Letters Patent granted, which is now come and unexpired, and for and during all and every ſuch further Term and Terms of Years as can, ſhall or may be granted, obtained or re-

Subject, &c. newed therein, (**Subject nevertheleſs** to the Payment of the yearly Rent or Sum of 5*l.* 7*s.* 6*d.* to his Majeſty, his Heirs and Succeſſors, for and during the Reſidue of the ſaid Term of 41 Years and one Quarter of a Year, being Part of the ſaid yearly Rent of 8*l.* 12*s.* 6*d.* by the ſaid Letters Patent reſerved as aforeſaid, the 3*l.* 5*s.* the other Part thereof, being to be paid by the ſaid *N.S.* his Executors, Adminiſtrators and Aſſigns, during the Reſidue of the ſaid Term, in Manner as in the above recited Indenture of Aſſignment is mentioned and expreſſed; **And alſo ſubject** to the ſeveral Covenants, Conditions, Proviſoes and Agreements in the ſaid recited Letters Patent contained, that have not been already performed in reſpect of

Aſſignors co- the hereby aſſigned Premiſſes only; **And** each and every of them the ſaid *M.W. E.F.* and

venant. *R.H.* ſeverally, &c. doth covenant, &c. to and with the ſaid *J.M.* his, &c. by, &c. in

Done no Act. Manner, &c. that is to ſay, That they the ſaid *M.W. E.F.* and *R.H.* have not, nor any of

Good Letters them hath, done, &c. any Act, &c. whereby, &c. **And** that for and notwithſtanding any

Patent. Act, &c. the ſaid herein before recited and hereby aſſigned Letters Patent now at the Time of executing theſe Preſents, as are good, valid, and effectual Grant in Law, and that the ſame now ſtand in full Force and Virtue for all the Reſidue of the ſaid Term of 41 Years and one Quarter of a Year, which is now to come and unexpired, and that the ſame are not forfeited, ſurrendered or otherwiſe become void or voidable: **And alſo**, &c. (*Good Right to aſſign, quiet En-*

Mr. *M.* cove- *joyment, free from Incumbrances, further Aſſurance*). **And** the ſaid *J.M.* for himſelf, his Exe-

nants to produce Patent to cutors and Adminiſtrators, doth hereby covenant and agree to and with the ſaid *M.W. E.F.*

Mr. *S.* and *R.H.* their Executors, Adminiſtrators and Aſſigns, that he the ſaid *J.M.* his, &c. ſhall and will from Time, &c. upon the reaſonable Requeſt, and at the proper Coſts and Charges of the above named *N.S.* his Executors, Adminiſtrators and Aſſigns, produce and ſhew unto him and them the herein before recited Letters Patent, or to his, their or any of their Counſel or Attorney; or if Occaſion require, ſhall produce the before recited Letters Patent whole, undefaced and uncancelled to the ſaid *N.S.* his Executors, Adminiſtrators and Aſſigns, or to his, their or any of their Counſel or Attornies at Law; or if Occaſion require, ſhall produce the ſame in any Court of Law or Equity, for the making out the Title of him the ſaid *N.S.* his Executors, Adminiſtrators and Aſſigns, to the herein before mentioned Meſſuage or Tenement and Premiſſes ſo by him purchaſed, and which by the herein before recited Indenture of Aſſignment of the 14th of *February* 1726, were aſſigned to the ſaid *N.S.* his Executors, Adminiſtrators and Aſſigns, as aforeſaid, (Caſualty by Fire or any other inevitable Accident only

Aſſignment of excepted). **And this Indenture further witneſſeth,** That for the Conſiderations afore-

three Policies. ſaid, and alſo for and in Conſideration of the further Sum of 5*s.* of like lawful Money to them the ſaid *M.W. E.F.* and *R.H.* in Hand paid by the ſaid *J.M.* at or before the executing hereof, the Receipt whereof is by them reſpectively acknowledged, they the ſaid *M.W. E.F.* and *R.R.* **have**, and each and every of them **hath** bargained, ſold, aſſigned, transferred

and

and ſet over, unto the ſaid *J. M.* his Executors, Adminiſtrators and Aſſigns, all thoſe three Inſtruments or Policies of Inſurance, made and taken out of a Fire-Office called the *Hand in Hand*, otherwiſe *The Amicable Contributionſhip for inſuring Houſes from Loſs and Damage by Fire*, two whereof are Numbered 13765 and 33719, and bearing Date, *&c.* whereby the ſeveral Sums of 150*l.* and 100*l.* are Inſured on the herein before aſſigned two Meſſuages, ſituate, *&c.* from the Date thereof for ſeven Years, in ſuch Manner as therein mentioned, and the other of them is Numbered 64646, and bears Date —— whereby the Sum of —— is Inſured on the herein before aſſigned Meſſuage on the Eaſt Side of —— Street aforeſaid, for the Term of ſeven Years from the Date thereof, in ſuch Manner as therein is alſo mentioned; *And* all and every the Sum and Sums of Money, Intereſt, Dividends, Benefit, Profit and Advantage whatſoever, to ariſe or to be had or made by Virtue of theſe ſaid ſeveral Policies, any or either of them. **In Witneſs**, &c.

Aſſignment of a Term in a Manor, and Benefit of a Recognizance, &c. *in Truſt,* &c.

By Indorſement.

To all People to whom, *&c.* The within named *J. T.* now the moſt Reverend Father in God, Lord Archbiſhop of *Canterbury*, by and with the Conſent and Direction of *M. W.* Relict and Adminiſtratrix of, *&c.* of *S. W.* Clerk, deceaſed, (who was Executor of the late Reverend Father in God *S.* Lord Biſhop of *S.* within named) and alſo Adminiſtratrix with the Will annexed of the late Right Reverend Father in God *S.* Lord Biſhop of *S.* within named, teſtified by her Signing and Sealing of theſe indorſed Preſents, and in Purſuance of the Truſt repoſed in him, **Hath**, as far as in him lies, aſſigned and transferred unto *T. E* and *J. W.* of *London*, Scriveners, being Perſons nominated by and in Truſt for the ſaid *M. W.* **All** and ſingular the within mentioned Manors, *&c.* with their reſpective Rights, Members and Appurtenances, and alſo all the Eſtate, *&c.* of him the ſaid *J.* Lord Archbiſhop of *C.* of, in, unto and out of all and ſingular the ſaid Premiſſes, and alſo the whole Benefit, Profit and Advantage of the within mentioned Recognizance and Statute Staple; **To have and to hold** the ſaid Manors, *&c.* unto the ſaid *T. E.* and *J. W.* their Executors, Adminiſtrators and Aſſigns, for and during all the Reſt and Reſidue of the within mentioned Term of 500 Years yet to come and unexpired; **And to have and to hold** the whole Benefit, Profit and Advantage of the ſaid Recognizance and Statute Staple unto the ſaid *T. E.* and *J. W.* their Executors, Adminiſtrators and Aſſigns; **In Truſt** nevertheleſs for, and for the only Benefit and Advantage of the ſaid *M. W.* her Executors, Adminiſtrators and Aſſigns. **In Witneſs**, &c.

Lord Biſhop by Conſent of *M. W.*'s Adminiſtratrix aſſigns the within mentioned Manor, *&c.*

Benefit of the within mentioned Recognizance.

Habendum of Manors, *&c.* for Reſidue of within mentioned Term.

Habendum Benefit of Recognizance to Aſſignees, their Executors, Adminiſtrators and Aſſigns.

In Truſt for *M. W.*

Of a Term made by a ſurviving Truſtee, by Direction of a Ceſtuy que Truſt, *to a Truſtee nominated by the Purchaſor of the Eſtate in Truſt to attend the Inheritance.*

By Indorſement.

To all, &c. the within named *J. S. T. C.* and Sir *T. W.* of, *&c.* ſend Greeting. **Whereas** the within named *S. B.* is departed this Life, and thereby the —— within mentioned are come to, and ſolely veſted in the ſaid *T. C.* by Survivorſhip, for the Reſidue of the within mentioned Term of —— Years; **Now** the ſaid *T. C.* in Conſideration, *&c.* by *J. J.* of —— **Hath** (at the expreſs Deſire and Requeſt of the ſaid *J. S.* and by his Direction, and at the Nomination of the ſaid Sir *T. W.*) bargained, *&c.* (and the ſaid *J. S.* hath ratified and confirmed), and by theſe Preſents the ſaid *T. C.* **Doth** bargain, *&c.* (and the ſaid *J. S.* doth ratify and confirm) unto the ſaid *J. J.* his Executors, *&c.* **All** that, *&c.* by the within written Indenture aſſigned to the ſaid *S. B.* and *T. C.* for the Reſidue of the ſaid Term of —— Years, and the Reverſion, *&c.* and all the Eſtate, *&c.* **To have and to hold** the ſaid —— unto the ſaid *J. J.* his Executors, *&c.* from henceforth for and during all the Reſt, Reſidue and Remainder of the ſaid Term of —— within mentioned yet to come and unexpired; **In Truſt** for the ſaid Sir *T. W.* his Heirs and Aſſigns, who hath purchaſed the Fee-ſimple and Inheritance of the ſaid Premiſſes, to the Intent the ſaid Term may not be merged, but may wait upon and attend the Freehold and Inheritance of the ſaid Premiſſes, and protect the ſame from meſne Incumbrances. (*Covenant from* C. *to* J. *that he hath done no Act to Incumber*, &c.) **In Witneſs**, &c.

Aſſignment of the Reſidue of a Term in a Moiety of an Eſtate, where Truſtees were impowered to ſell the ſame, and an Aſſignment was made in the Name of both Truſtees, and only executed by one, and now the other Truſtee, at the Requeſt of the ſaid Aſſignee, aſſigns and confirms the ſame to the Aſſignee of the ſaid Aſſignee.

Recital of the Aſſignment executed only by one Truſtee.

Of the other Truſtee's refuſing to aſſign.

Of the former Aſſignees Aſſignment to the now Aſſignee.

The other Truſtee now willing to aſſign.

Aſſignment by the other Truſtee.

THIS Indenture Tripartite, made, *&c.* **Between** *R. L.* of —— (*The Truſtee that did not execute the former Aſſignment*) of the firſt Part, *W. G.* of —— (*The Aſſignee in the former Aſſignment*) of the ſecond Part, and *J. P.* of —— (*The now Aſſignee*) of the third. **Whereas,** &c. (*Recital of the ſaid Aſſignment* (*therein reciting a Deed to impower Sir* H. G. *and* R. L. *Truſtees, to ſell a Moiety of the Eſtate,* &c. *and that* W. G. *had agreed for the abſolute Purchaſe thereof*) *whereby it is witneſſed that in Conſideration of* 13000 *l. the Truſtees, by the Direction of* Ceſtuy que Truſt, *aſſigned to the ſaid* W. G. *the ſaid Moiety for the Reſidue of* 500 *Years*). **And whereas** the ſaid *R. L.* one of the Truſtees to whom the Moiety of the ſaid —— was aſſigned by the ſaid Indenture, dated the 9th, *&c.* did not receive any Part of the ſaid Sum of 13000 *l.* by the ſaid Indenture of the 13th of, *&c.* mentioned to be paid, and never did act in the ſaid Truſt repoſed in him by the ſaid Indenture, dated the 9th, *&c.* and was and ſtill is unwilling to act in the ſaid Truſt repoſed in him, by the ſaid Indenture of Aſſignment of the ſaid Moiety of the ſaid Premiſſes mentioned to be made by the ſaid Sir *H. G.* and *R. L.* by the Direction of the ſaid *T. G.* and *M.* his Wife, to the ſaid *W. G.* **Whereby** a Moiety of the legal Eſtate of the ſaid Term of 500 Years of and in the ſaid —— ſtill remains veſted in him the ſaid *R. L.* **And whereas,** &c. (*Recital of an Aſſignment of the Reſidue of the Term from* W. G. *to* J. P.) **And whereas** the ſaid *R. L.* at the Requeſt of the ſaid *W. G.* is willing to aſſign the ſaid Truſt veſted in him as aforeſaid, and alſo to diſcharge the Manor, *&c.* thereof: **Now this Indenture witneſſeth,** That for and in Conſideration of the Sum of 10*s.* a-piece to the ſaid *R. L.* and *W. G.* in Hand, *&c.* paid by the ſaid *J. P.* at, *&c.* the Receipt, *&c.* and for divers, *&c.* **He** the ſaid *R. L.* by the Direction of the ſaid *W. G.* teſtified, *&c.* **Hath** releaſed, aſſigned, ſet over and confirmed, and by, *&c.* **Doth** releaſe, *&c.* unto the ſaid *J. P.* his Executors, Adminiſtrators and Aſſigns, **All** that Moiety or Half-part or Share of the ſaid Manor, *&c.* and of all, *&c.* and all the Eſtate, Right, Title, Intereſt, Term and Number of Years, Truſt, Claim and Demand whatſoever, of the ſaid *R. L.* in and to the ſame; **To have and to hold** the ſaid Moiety or Half-part of the ſaid Manor, *&c.* with their Appurtenances, unto the ſaid *J. P.* his Executors, Adminiſtrators and Aſſigns, for and during all the Reſt, Reſidue and Remainder of the ſaid Term of 500 Years thereof granted, yet to come and unexpired; **Subject** to the Rent on the ſaid Leaſe reſerved. (*Covenant that* R. L. *has done no Act of Incumbrance*). **In Witneſs,** &c.

Of the Reſidue of a Term to attend the Inheritance, by an Adminiſtratrix of a ſurviving Truſtee, by the Direction and Appointment of the Vendor to G. H. *Earl of* L. *in Truſt for* H. *Lord* T. *& al'.*

By Indorſement.

TO all, &c. the within named *J.* Lord *W.* and *A. G.* Widow, Relict and Adminiſtratrix of the within named *F. G.* ſend Greeting. **Whereas** the within named *T. T.* is dead, whereby the within named *F. G.* became ſole poſſeſſed of the within mentioned Term of 1000 Years by Survivorſhip: **And whereas** the ſaid *F. G.* is ſince alſo dead inteſtate, and the ſaid *A. G.* has taken Adminiſtration to him out of the Prerogative Court of *Canterbury*, whereby, and by Means whereof the within mentioned Manors, *&c.* are legally veſted in the ſaid *A. G.* for the Reſidue of the ſaid Term of 1000 Years within mentioned: **Now know ye,** That the ſaid *A. G.* in Conſideration of the Sum of, *&c.* the Receipt, *&c.* and for divers, *&c.* **She** the ſaid *A. G.* (at the Requeſt and by the Direction of the ſaid *J.* Lord *W.* teſtified, *&c.*) **Hath** aſſigned, *&c.* and by, *&c.* **Doth,** *&c.* unto the ſaid *G. H.* Earl of *L.* his Executors, Adminiſtrators and Aſſigns, **All** and ſingular the within mentioned Manors, *&c.* with their and every of their Rights, *&c.* and the Reverſion, *&c.* and all the Eſtate, *&c.* of her the ſaid *A. G.* of, in and to the ſame; **To have and to hold** the ſaid Manors, *&c.* unto the ſaid *G. H.* Earl of *L.* his, *&c.* from henceforth for and during all the Reſt, Reſidue and Remainder of the ſaid Term of 1000 Years now to come and unexpired, without Impeachment of Waſte; **Upon Truſt** for the Right Honourable *H.* Lord *T.* and *H. C.* of, *&c.* to whom the Inheritance of the Manor, *&c.* in the within written Indenture compriſed, are conveyed,

conveyed, or intended, &c. by Indentures of Leaſe and Releaſe, the Leaſe bearing Date the Day next before the Date of theſe Preſents, and the Releaſe being *Tripartite*, bearing equal Date herewith, and made or mentioned to be made between the ſaid *J.* Lord *W.* of the firſt Part, the Right Honourable *G. H.* Earl of *L.* the ſaid *H.* Lord *T.* the ſaid *H. C.* and *J. H.* of, &c. of the ſecond Part, and *F. C.* of, &c. of the third Part. **In Witneſs,** &c.

The Beginning of an Aſſignment of a Term by an Adminiſtratrix, cum Teſtamento Annexo.

THIS Indenture made, &c. **Between** *G. N.* of —— and *J.* his Wife, Adminiſtratrix of all and ſingular the Goods and Chattels of *A. B.* of the one Part, and *J. W.* of —— of the one Part. (*Recital of the Leaſe to* A. B.) **And whereas** the ſaid *A. B.* is ſince dead, having firſt made his laſt Will and Teſtament in Writing, and thereof conſtituted *E.* his Wife ſole Executrix: **And whereas** the ſaid *E.* (*the Wife*) died before ſhe could prove the ſaid Will, and thereupon Letters of Adminiſtration *cum Teſtamento annexo* of the ſaid *A. B.* (*the Teſtator*) were granted to the ſaid *J.* his Daughter, who by Virtue thereof, and the ſaid *G. N.* in Right of the ſaid *J.* his Wife, are become legally poſſeſſed of the ſaid Premiſſes: **Now,** &c.

An Aſſignment and Confirmation of a Term to attend the Inheritance to make good a Defect in a former Aſſignment, as to Witneſſing the Execution thereof.

THIS Indenture, &c. **Whereas,** &c. (*Recitals of Deeds*): **And whereas** the ſaid laſt recited Indenture was duly ſigned and ſealed by the ſaid Sir *C. H.* in the Preſence of the ſeveral Perſons whoſe Names are indorſed as witneſſes to the Execution thereof by the ſaid Sir *C. H.* and Dame *A.* his Wife, but in Regard the Signing as well as Sealing and Delivery of the ſaid laſt recited Indenture by the ſaid Sir *C. H.* does not appear by the Indorſement thereon to be in the Preſence of the ſaid Witneſſes, ſome Doubt or Queſtion may poſſibly hereafter ariſe, whether the ſame Indenture was executed by the ſaid Sir *C. H.* according to the ſtrict Letter of the Power reſerved to him by the ſaid firſt recited Indenture; **Now this Indenture witneſſeth,** That for preventing all ſuch Queſtions and Doubts, and for the Conſiderations in the ſaid laſt recited Indenture mentioned, **He** the ſaid Sir *C. H.* **Doth** hereby teſtify and declare that the ſaid laſt recited Indenture was duly ſigned, ſealed and delivered by him in the Preſence of the ſaid Witneſſes who have indorſed their Names as Witneſſes to the Execution thereof by him the ſaid Sir *C. H.* and Dame *A.* his Wife, on the Back of the ſame Indenture, and for the Conſiderations in the ſame Indenture mentioned; **And** the Confirming and Aſſuring the ſaid fourth Part of the ſaid Manor and Premiſſes, for all the Remainder now to come of the ſaid Term of 1000 Years, **He** the ſaid Sir *C. H.* by the Direction and Appointment of the ſaid *G. B.* Party to theſe Preſents, teſtified, &c. **Hath** aſſigned, limited and appointed, and by this preſent Indenture by him the ſaid Sir *C H.* ſigned and ſealed in the Preſence of three credible Witneſſes, **Doth** aſſign, &c. unto the ſaid *J. W.* his Executors, Adminiſtrators and Aſſigns, **All** that the aforeſaid fourth Part of the ſaid Manor; **To have and to hold** the aforeſaid, &c. unto the ſaid *J. W.* his, &c. from henceforth for and during all the Reſt, Reſidue and Remainder now to come and unexpired of the ſaid Term of 1000 Years; **In Truſt nevertheleſs** for the ſaid *G. B.* Party to theſe Preſents, his Heirs and Aſſigns, and to attend and wait upon the Freehold and Inheritance of the ſame Premiſſes, and to protect the ſame from all meſne Incumbrances. **And this Indenture further witneſſeth,** That for and in Conſideration of the Sum of 5*s.* of, &c. to the ſaid *G. B.* Party to theſe Preſents, in Hand paid by the ſaid *J. W.* at, &c. the Receipt, &c. **He** the ſaid *G. B.* **Hath** aſſigned, ratified and confirmed, and by theſe Preſents **Doth** aſſign, &c. to the ſaid *J. W.* the fourth Part of the ſaid Manor, &c. **To hold,** &c. unto, &c. from henceforth for and during all the Reſt and Reſidue now to come and unexpired of the ſaid Term of 100 Years; **But nevertheleſs upon the Truſt,** and for the Intent and Purpoſe before mentioned. **In Witneſs,** &c.

An Aſſignment and Confirmation by a Perſon on coming of Age, purſuant to a Bond given for the doing thereof.

TO all, &c. the within named *R. M.* ſendeth Greeting. **Whereas** the ſaid *R. M.* (although ſhe was made a Party to the within written Indenture) *did* not execute the ſame at the Time when the other Parties thereto ſealed and delivered the ſame, ſhe the ſaid *R. M.* being

being then an Infant under the Age of 21 Years, but she the said *R. M.* having since attained her Age of 21 Years, hath duly executed the said Indenture: **And whereas** the within named *M. W.* and *R M.* by their Bond or Obligation, bearing Date, *&c.* became jointly bound unto *W. B.* and *J. A. P.* Esqrs. in the Sum of 1200*l.* with Condition thereunder written, (Reciting, among other Things, the above mentioned Indenture, and that a Messuage or Tenement and Premisses, situate, *&c.* had been sold and assigned to *W. B.* Gent. and that the said *W. B.* and *J. A. P.* had agreed with the said *W. R.* for the Purchase of the said Messuage and Premisses, and that the said *R. M.* being then an Infant under the Age of 21 Years, and by Reason thereof had not assigned her Right and Interest in the said Premisses unto the said *W. R.*) it was and is by the said Bond conditioned, that if the said *R. M.* within six Months next after she attained her Age of 21 Years, should assign unto the said *W. B.* and *J. A. P.* or or one of them, an Assignment of all her Estate, Right and Interest, of, in and to the said Messuage and Premisses, then the said Obligation to be void, otherwise to remain in full Force: **And whereas** by Indenture *Tripartite* of Assignment, bearing Date, *&c.* made between the said *W. R.* of the first Part, *G. B.* Esq; and *E.* his Wife, of the second Part, and the said *W. B.* and *J. A. P.* of the third Part, (reciting as therein is recited) and for the Considerations therein mentioned, the said Messuage or Tenement and Premisses were by the said *W. R* absolutely assigned to the said *W. B.* and *J. A. P.* their Executors and Assigns, for the Residue of a Term of 1000 Years then to come therein; nevertheless, as to the Rents and Profits thereof, in Trust for the sole and separate Use, Benefit and Disposal of the said *G. B.* during her Life, and after her Death, then in Trust for her Children, and such other Trusts, Intents and Purposes, as in the same Indenture are mentioned, expressed and declared touching the same: **And whereas** the said *W. B.* having declined to act any further in the Trust-Estate of the said *E. B.* he the said *W. B.* (at the Request, and by and with the Consent and Direction of the said *G. B.* and *E.* his Wife) by Indenture, bearing Date, *&c.* hath assigned and released unto the said *J. A. P.* his Executors, *&c.* (amongst other Things) all his the said *W. B.*'s Trust-Estate, Right, Term of Years, Interest, Claim and Demand whatsoever, of, in and to the said Messuage and Premisses, (subject nevertheless to the several Trusts, Intents and Purposes in the same Indenture mentioned and expressed, of and concerning the same): **Now know ye, and these indorsed Presents witness,** That she the said *R. M.* in Pursuance and Performance of the Condition of the said recited Bond, and in Execution and Discharge of the same, and in Consideration of the Sum of 5*s.* of, *&c.* to her paid by the said *J. A. P.* at or before the Executing of these Presents, the Receipt, *&c.* and for other, *&c.* **Hath,** and by these Presents, she the said *R. M.* **Doth** freely, clearly and absolutely assign, remise, release, and for ever quit-claim unto the said *J. A. P.* **All** the Estate, Right, Title, Interest, Term of Years to come and unexpired, Possession, yearly Rents and Profits, Property, Claim and Demand whatsoever, both at Law and in Equity of her the said *R. M.* or of any Person or Persons in Trust for her, of, in and to the said herein before assigned Premisses, and every Part and Parcel thereof, by Virtue of the said last Will and Testament of her late Father *J. M.* Gent. deceased, or otherwise howsoever; **To have and to hold** the said herein before assigned Messuage or Tenement and Premisses, with the Appurtenances unto the said *J. A. P.* his Executors, *&c.* from henceforth for and during all the Rest and Residue of the said Term of 1000 Years, which is now to come and unexpired; **Subject nevertheless** to, for and upon the several Trusts, Intents and Purposes, and subject to the Powers, Provisoes and Agreements in the said recited Indenture *Tripartite* of Assignment of the 29th of *June*, *&c.* mentioned, expressed and declared, of and concerning the same; *And* the said *R. M.* for herself, (*Done no Act to incumber.*) **In Witness,** &c.

Assignment of a Term to attend the Uses of a Marriage Settlement.

Whereas the within demised Messuage or Tenement, Lands, Hereditaments and Premisses, by Virtue of the other Indorsement hereon written, are assigned to, and now are vested in *G. C.* of *London*, Vintner, for the Residue of the within mentioned Term of 1000 Years now to come therein; **In Trust nevertheless** for *H. S.* Vintner, in such Manner as in the said other Indorsement thereon is mentioned: **And whereas** a Marriage (by the Permission of God) is forthwith intended to be solemnised between *T. S.* eldest Son and Heir apparent of the said *H. S.* and *E. S.* Spinster: **And whereas** by Indenture of Lease and Release, the Lease bearing Date the Day next before, and the Release being *Tripartite*, and bearing even Date with this present Indorsement, and made between the said *H. S.* and *A.* his Wife, of the first Part, the said *T. S.* and *E. S.* of the second Part, and *R. S.* Yeoman, and *W. P.* Gent. (by such other Additions as therein mentioned), of the third Part, whereby (after reciting in the said Release the said intended Marriage, and for other the Considerations therein mentioned,

mentioned) the ſaid Meſſuages, Lands and Hereditaments, (amongſt other Things) are by the ſaid *H.S.* and *T.S.* granted and conveyed to the ſaid *R.S.* and *W.P.* and their Heirs, to, for and upon the ſeveral Uſes, Truſts, Eſtates, Intents and Purpoſes therein mentioned, limited and expreſſed touching the ſame, as in and by the ſaid in Part recited Indentures of Leaſe and Releaſe (both executed before theſe Preſents), Relation, *&c.* **And whereas** previous to, and before the executing of the ſaid Indentures of Leaſe and Releaſe, it was and is agreed, that the ſaid within mentioned Term of 1000 Years, and the ſaid Hereditaments and Premiſſes compriſed therein ſhould be aſſigned to *R.S.* of, *&c.* **In Truſt**, and to and for the End and Purpoſe herein after mentioned and expreſſed: **Now theſe Preſents witneſs**, That in Purſuance of the ſaid Agreement, and for and in Conſideration of the ſaid intended Marriage, and alſo in Conſideration of the Sum of 10*s.* of, *&c.* to the ſaid *H.S.* and *G.C.* in Hand paid by the ſaid *R.S.* at, *&c.* the Receipt, *&c.* he the ſaid *G.C.* (at the Requeſt and by the Direction and Appointment of the ſaid *H.S.* teſtified, *&c.*) and alſo the ſaid *H.S.* **Have** and each of them **Hath**, and by theſe Preſents, they the ſaid *G.C.* and *H.S.* **Do** and each of them **Doth** bargain, ſell, aſſign, transfer and ſet over unto the ſame *R.S.* **All** that the ſaid within mentioned Meſſuages or Tenements, Lands, and all and ſingular other the Hereditaments and Premiſſes by the within written Indenture demiſed by the within named *J.H.* the within named *R.S.* of, *&c.* or which in and by the ſaid other Indorſement hereon, were thereby aſſigned to the ſaid *G.C.* with their and every of their Appurtenances, and alſo all the Eſtate and Eſtates, Right, Title, Intereſt, Reverſion, Term of Years to come, Property, Claim and Demand whatſoever or howſoever, either at Law or in Equity of them the ſaid *G.C.* and *H.S.* or of either of them, or of any Perſon or Perſons **In Truſt** for them, or either of them, of, in, or to the ſaid hereby aſſigned Hereditaments and Premiſſes, or any Part thereof, by virtue of the ſaid within written Indenture, and the ſaid Aſſignment thereof, or either of them, or otherwiſe howſoever, together with the ſame Indenture and Indorſement; **To have and to hold** the ſaid Meſſuages or Tenements, Lands, Hereditaments, and all and ſingular other the herein before mentioned and intended to be hereby aſſigned Premiſſes, with their and every of their Appurtenances, unto the ſaid *R.S.* his Executors, Adminiſtrators and Aſſigns, from henceforth for and during all the Reſidue and Remainder of the ſaid within demiſed Term of 1000 Years, which is now to come and unexpired: **Nevertheleſs in Truſt**, and to attend, wait on and be ſubſervient to the ſeveral Uſes, Truſts, Eſtates, Intents and Purpoſes, in and by the above in Part recited Indenture of Releaſe mentioned, limited and expreſſed, of and concerning the ſame Hereditaments and Premiſſes, to the End, Intent and Purpoſe to protect the ſame Premiſſes from and againſt all meſne Incumbrances (if any ſuch there be); and the ſaid *G.C.* for himſelf, *&c.* doth hereby covenant with the ſame *R.S.* his, *&c.* (*Covenant that he has done no Act*, &c.) **In Witneſs**, &c.

An abſolute Aſſignment by a Leſſee to a Purchaſor of the Moiety of the Farm which was not purchaſed, to the Intent that Purchaſor might be in Occupation of the whole.

By Indorſement on the Leaſe.

Whereas the within named *T.A.* did lately purchaſe to the Uſe of him, his Heirs and Aſſigns, the Fee-ſimple and Inheritance of one Moiety or Half-Part, of and in the within demiſed Meſſuages or Tenements, Lands, Hereditaments and Premiſſes: **And whereas** by Indentures of Leaſe and Releaſe, the Leaſe bearing Date the Day next before, and the Releaſe bearing even Date with, and both executed immediately before theſe Preſents, he the ſaid *T.A.* for the Conſiderations therein mentioned, *Hath* granted and conveyed his ſaid Moiety or Half-Part of and in the ſaid within mentioned Meſſuages or Tenements, Lands, Hereditaments and Premiſſes ſo by him purchaſed as aforeſaid, unto and to the Uſe of *W.S.* of, *&c.* by virtue of which Indentures, he the ſaid *W.S.* is now in the actual Poſſeſſion thereof: **And whereas** previous to, and before the Execution of the ſaid Indentures of Leaſe and Releaſe, it was agreed that the Reſidue now to come of the within mentioned and demiſed Term of 14 Years, of and in the other Moiety of the ſaid Meſſuages or Tenements, Lands and Premiſſes, to the Intent to alter the Property thereof, ſhould be by him the ſaid *T.A.* aſſigned to the ſaid *W.S.* in ſuch Manner, and ſubject as herein after is mentioned: **Now theſe Preſents witneſs**, that in Purſuance of the Agreement, and to the End and Intent the Property of the ſaid *T.A.* of and in the ſaid other Moiety of the Hereditaments and Premiſſes may be altered, and that the ſame may become veſted in the ſaid *W.S.* as well as the other Moiety ſo by him purchaſed as aforeſaid, during the now Reſidue of the ſaid demiſed Term therein; and for and in Conſideration of Sum of 5*s.* of lawful Money to the ſaid *T.A.* in Hand paid by the ſaid *W.S.* at,

T.A. purchaſes one Moiety,

who conveys the ſame to *W.S.*

who is in Poſſeſſion thereof.

Agreement to aſſign to him the other Moiety to alter the Property thereof.

Conſideration.

Assignment. at, &c. the Receipt, &c. He the said *T. A.* Hath, and by these Presents Doth absolutely bargain, sell, assign, transfer and set over unto the said *W. S.* his Executors, Administrators and Assigns, Parcels. All that the said other Moiety or Half-Part, of and in the said within mentioned Messuages or Tenements, Lands, and all and singular other the Hereditaments and Premisses comprised in, or which by the within written Indenture were thereby demised to the said *T. A.* with their and every of their Appurtenances, and all the Estate, Right, Title, Interest, Term of Years to come, Possession, Property, Claim and Demand whatsoever of him the said *T. A.* of, in or to the said hereby assigned Premisses, or any Part thereof, by virtue of the within written Indenture of Lease, or otherwise howsoever, together with the same Indenture, and all Benefit and Advantage whatsoever to be had or made thereof; *Habendum.* To have and to hold all and singular the herein before mentioned and intended to be hereby assigned Premisses unto the said *W. S.* his Executors, Administrators and Assigns from henceforth, for and during all the Residue of the within mentioned Term of 14 Years, Subject, &c. which is now to come and unexpired, and that in as full, &c. Subject nevertheless to the Payment of the yearly Sum of 15*l.* (being one Moiety or Half-Part of the within reserved yearly Rent of 30*l.*) and also to the Covenants, Conditions and Agreements in the within written Indenture of Lease reserved and contained, and which from henceforth on the Tenants or Lessees Part, as to the said hereby assigned Moiety of the said Premisses are therein or thereby to be paid, done and performed; And, &c. (*Covenant done no Act*, &c.) In Witness, &c.

XXIII. Of Leases and other Terms by way of (*a*) Mortgage.

An Assignment of a Lease by way of Mortgage.

Proviso of Redemption: ——— (*As in absolute Assignments to the End of the* Habendum, *and then insert this Proviso*). Provided always nevertheless, and these Presents are upon this express Condition, and the said *R. C.* doth hereby for himself, his Executors and Administrators, covenant, promise and agree, to and with the said *J. F.* his Heirs, Executors and Administrators, that if the said *J. F.* his Heirs, Executors and Administrators, or any of them, shall and do well and truly pay, or cause to be paid unto the said *R. C.* his Executors, Administrators or Assigns, the Sum of ——— of lawful Money of *Great Britain*, and lawful Interest for the same, on the ——— without any Abatement for or in Respect of any present or future Taxes, or any other Matter or Thing whatsoever; that then the said *R. C.* his Executors, Administrators or Assigns, shall and will surrender or assign so much of the said Term as shall be then unexpired, unto the said *J. F.* his Heirs, Executors, Administrators or Assigns, or to such other Person or Persons as he, his Heirs or Administrators, shall nominate and appoint, free and clear from all Incumbrances, to be by the said *R. C.* his Executors, Administrators or Assigns, made, done or committed in the mean Time; Covenant to pay Mortgage Money. And the said *J. F.* doth for himself, &c. covenant, &c. to and with the said *R. C.* his, &c. by, &c. that he the said *J. F.* his Executors, Administrators or Assigns, or some of them, shall and will pay, or cause to be paid to the said *R. C.* his Executors, Administrators or Assigns, the said Sum of 200*l.* with lawful Interest for the same, at and upon the said ——— Day of ——— and that without any Deduction or Abatement to be made thereout, pursuant to the Proviso and Condition above mentioned, and the true Intent and Meaning of these Presents.

Another in different Form in Consideration of Money lent.

Recitals of Lease. This Indenture, &c. Between *A.* of the one Part, and *B.* of the other Part, (*Recite the Lease*;) [see the subsequent Precedents] *to hold unto the said* A. *his Executors*, &c. *from*, &c. *for the Term of ninety-eight Years from thence next ensuing, and fully to be compleat and ended, at and under the yearly Rent of* 3 l. 16*s. payable quarterly in Manner as* Consideration. *therein mentioned:* Now this Indenture witnesseth, that for and in Consideration of the Sum of 200*l.* of, &c. to him the said *A.* by the said *B.* at or before the Sealing and Delivery of these Presents, lent and well and truly paid, the Receipt of which said Sum of Assignment. 200*l.* he the said *A.* doth hereby acknowledge, and thereof, &c. he the said *A.* Hath bargained, Parcels. &c. and by, &c. unto the said *B.* her Executors, &c. The Piece or Parcel of Ground so demised to the said *A.* as aforesaid, and the Messuage or Tenement thereupon

(*a*) See Tit. Mortgage.

erected

erected and built, and all other Erections and Buildings erected and built, or ſtanding and being upon the ſaid Piece or Parcel of Ground, with their and every of their Rights, Privileges and Appurtenances, and all the Eſtate, *&c.* **To have**, &c. the ſaid Piece or Parcel *&c.* with their and every of their Rights, Privileges and Appurtenances unto the ſaid *B.* her, *&c.* for and during all the Reſidue and Remainder of the ſaid Term of 98 Years now to come and unexpired; **And** the ſaid *A.* for himſelf, *&c.* doth covenant, *&c.* (*that the Leaſe is good and has Power to aſſign*); **And alſo** that he the ſaid *A.* his, *&c.* ſhall and will, at or in the common Dining Hall of *Lincoln's Inn* in the County of *Middleſex*, well and truly pay, or cauſe, *&c.* unto the ſaid *B.* her, *&c.* the Sum of 200*l.* of, *&c.* and Intereſt for the ſame, after the Rate of 5*l. per Cent. per Ann.* in Manner following, *viz.* the Principal Sum of 200*l.* at or on the, *&c.* and the Intereſt thereof after the Rate aforeſaid, by equal quarterly Payments, at or on, *&c.* now next enſuing reſpectively, without making any Abatement or Deduction out of the ſame, for or in reſpect of any Taxes or Aſſeſſments, taxed or impoſed or to be taxed or impoſed upon the Premiſſes hereby aſſigned, or any Part thereof, by any preſent or ſubſequent Act of Parliament, or other Authority whatſoever, or for or in reſpect of any other Repriſes whatſoever; **And alſo** that if Default ſhall be made in Payment of the ſaid Sum of 200*l.* and Intereſt, or any Part thereof, at the Times and in Manner herein before limited and appointed for Payment thereof, then the ſaid *B.* her Executors, Adminiſtrators and Aſſigns, ſhall and may from henceforth enter into, have, hold, poſſeſs and enjoy the Piece or Parcel of Ground, Meſſuages or Tenements, Erections, Buildings and Premiſſes hereby aſſigned, with their and every of their Appurtenances, and the Rents and Profits thereof to be and receive to his and their own Uſe, for and during all the Reſidue and Remainder of the ſaid Term of 98 Years, which ſhall be then to come and unexpired, without the Let, Suit, Interruption, Claim or Demand of him the ſaid *A.* or any other Perſon or Perſons whatſoever; **And** that free and clear, and freely and clearly acquitted, exonerated and diſcharged of, from and againſt all and every former and other Bargains, Sales, Aſſignments, Mortgages, Debts, Charges and Incumbrances whatſoever; **And alſo** that if Default ſhall be made, *&c.* then the ſaid *A.* and all and every Perſon and Perſons having or lawfully claiming any Eſtate, Right, Intereſt or Incumbrance of, in, to or out of the Premiſſes hereby aſſigned, or any Part thereof, ſhall and will from Time, *&c.* from thenceforth make, ſeal and execute, or cauſe, *&c.* all and every ſuch further and other Acts, Deeds, Devices and Aſſurances whatſoever, for the further, better, more perfect and abſolute granting, aſſigning, aſſuring and confirming the ſaid Piece, *&c.* unto the ſaid *B.* her Executors, Adminiſtrators and Aſſigns, for and during, *&c.* as by, *&c.* **Provided always**, and it is hereby agreed and declared by and between the ſaid *B.* of the one Part, and the ſaid *C.* of the other Part, that if the ſaid *A.* his, *&c.* do and ſhall well and truly pay, *&c.* unto the ſaid *B.* her, *&c.* the ſaid Sum of 200*l.* and the Intereſt for the ſame, at the Times and in Manner herein before limited for Payment thereof, then and from thenceforth theſe Preſents, and every Thing therein contained, ſhall ceaſe, determine and be abſolutely void; **And alſo** that until Default ſhall be made in Payment of the ſaid Sum of 200*l.* and Intereſt, or ſome Part thereof, in Breach of the Covenant herein before contained for Payment thereof, it ſhall and may be lawful, to and for the ſaid *A.* his Executors, Adminiſtrators, and Aſſigns, to hold and enjoy the Piece or Parcel of Ground, Meſſuage or Tenement and Premiſſes hereby aſſigned, with their and every of their Appurtenances, and the Rents and Profits thereof take and receive to his and their own Uſe, without the lawful Let, Suit, Interruption, Diſturbance, Claim or Demand whatſoever, of, from or by the ſaid *B.* or any Perſon or Perſons whatſoever, lawfully claiming or to claim by, from or under her. See *poſt*.

Habendum.

Covenant to pay the Mortgage Money,

but in caſe of Default, to enter and enjoy,

free from other Incumbrances, and make further Aſſurance.

Proviſo in caſe of Payment theſe Preſents to be void, and till Default the Aſſignor to enjoy.

Aſſignment of Terms of Years for ſecuring the Payment of a Sum of Money.

THIS Indenture Tripartite, made, *&c.* **Between** *J. B.* of ——— of the firſt Part, *S. T.* of ——— of the ſecond Part, and *R. S.* of ——— of the third Part. **Whereas** by Indenture *Quinquepartite*, bearing Date the Day next before the Day of the Date hereof, made or mentioned to be made between *G. S.* of ——— Gent. of the firſt Part, the ſaid *S. T.* of the ſecond Part, *T. C.* of —— and *T. W.* of the third Part, the ſaid *J. B.* and *T. B.* of the fourth Part, and the ſaid *R. S.* of the fifth Part, reciting as therein is recited, for the ſeveral Conſiderations, and to the ſeveral Uſes, Truſts, Intents and Purpoſes therein particularly mentioned and expreſſed, they the ſaid *T. S.* and *T. W.* by the Direction and Appointment of the ſaid *G. S. S. T.* and *R. S.* teſtified by their being made Parties to the ſame Indenture, and their ſigning and ſealing thereof; and alſo the ſaid *G. S. S. T.* and *R S.* and each and every of them, did fully, clearly and abſolutely bargain, ſell, aſſign, transfer, and ſet over unto the ſaid *J. B.* and *T. B.* their Executors, Adminiſtrators and Aſſigns, the three

The Premiſſes.

three ſeveral Indentures of Leaſe therein particularly mentioned and recited, being Grants and Demiſes of certain Liberties and Privileges of digging up Ground, and laying Pipes for Conveyances of Water in the Streets, Lanes, and open Places of the Town of *Portſmouth* in the County of *Southampton*, and of a certain Meſſuage or Tenement, and certain Water-mills, and a Piece of Meadow Ground, a Wind-mill, and other Things, ſituate or lying in or near the ſaid Town of *Portſmouth*, or within the Liberties thereof, for divers long Terms of Years therein yet to come and unexpired, and alſo all and ſingular the Liberties and Privileges granted by a certain Order in the ſaid *Quinquepartite* Indenture, mentioned to be made by the Right Honourable the Earl of, *&c.* and all other the Eſtates and Intereſts which were ſome Time ſince granted or aſſigned, or meant, mentioned or intended to be granted or aſſigned to them the ſaid *T.C.* and *T.W.* or either of them, in or by the two ſeveral *Tripartite* Indentures in the ſaid *Quinquepartite* Indenture mentioned and recited, upon ſeveral Truſts in the ſaid *Tripartite* Indentures particularly expreſſed, with their and every of their Rights, Members and Appurtenances; **And** all the Eſtate, Right, Title, Intereſt, and Term and Terms of Years to come and unexpired, Uſe, Truſt, Property, Profit, Claim and Demand whatſoever of them the ſaid *T.C. T.W. G.S. S.T.* and *R.S.* or any of them, of, in or to the Premiſſes, or any Part or Parcel thereof, by Force, Virtue or Means of the ſaid three ſeveral Indentures of Leaſe, and the ſaid Order, and the ſaid two *Tripartite* Indentures, or any of them, or otherwiſe howſoever, together with the ſaid Indentures of Leaſe, Order, *Tripartite* Indentures, and ſeveral Indentures of Aſſignment in the ſaid *Quinquepartite* Indenture particularly mentioned and recited; **To have and to hold** all and ſingular the Premiſſes in or by the ſaid *Quinquepartite* Indenture aſſigned, or meant, mentioned or intended to be aſſigned, with their and every of their Rights, Members and Appurtenances, unto the ſaid *J.B.* and *T.B.* their Executors, Adminiſtrators and Aſſigns, from thenceforth for and during all the Reſt and Reſidue of the ſeveral Terms of Years, in or by the ſaid three ſeveral Leaſes granted them, to come and unexpired; **In Truſt nevertheleſs**, and to the Intent and Purpoſe, that the ſaid *J.B.* and *T.B.* ſhould the Day next after the Date thereof, by Indenture under their Hands and Seals duly executed, aſſign and transfer to the ſaid *R.S.* his Executors, Adminiſtrators and Aſſigns, all and ſingular the Premiſſes therein before mentioned or intended to be thereby aſſigned to them the ſaid *J.B.* and *T.B.* with their and every of their Rights, Members and Appurtenances, for all the Reſt and Reſidue of the ſaid ſeveral Terms of Years therein above-mentioned, which ſhould be then to come and unexpired, under a Proviſo or Condition nevertheleſs, to be void in caſe the ſaid *R.S.* his Executors, Adminiſtrators or Aſſigns, or ſome of them, ſhall not or do not pay or cauſe to be paid to the ſaid *S.T.* his Executors, Adminiſtrators or Aſſigns, the Sum of two thouſand five hundred Pounds of lawful Money, *&c.* on, *&c.* without any Deduction or Abatement: **And** upon further Truſt, that if any Default ſhould happen to be made of or in Payment of the ſaid Sum of two thouſand five hundred Pounds contrary to the true Intent and Meaning of the ſaid Proviſo or Condition, that then the ſaid *J.B.* and *T.B.* their Executors and Adminiſtrators, ſhall immediately after ſuch Default enter upon all and ſingular the Premiſſes, which ſhould be ſo as aforeſaid aſſigned or transferred to the ſaid *R.S.* with their and every of their Rights, Members and Appurtenances, and ſhall from thenceforth ſtand and be poſſeſſed of the ſame and every Part thereof; **In Truſt** to and for the only proper Uſe, Benefit and Behoof of the ſaid *S.T.* his Executors, Adminiſtrators and Aſſigns, during all the then Reſidue and Remainder of the ſaid ſeveral Terms of Years, by the ſaid ſeveral recited Indentures of Leaſe granted, which ſhall be then to come and unexpired, and to and for no other Uſe, Intent or Purpoſe whatſoever, as by the ſaid recited *Quinquepartite* Indenture of Aſſignment, Relation being thereto had, may more fully and at large appear: **Now this Indenture witneſſeth**, that as well for and in Conſideration of the Sum of, *&c.* to each of them the ſaid *J.B.* and *T.B.* in Hand paid, at or before the Enſealing and Delivery of theſe Preſents by the ſaid *R.S.* the Receipt whereof they do hereby reſpectively acknowledge, and in Purſuance of the Truſt repoſed in them by the ſaid recited *Quinquepartite* Indenture, they the ſaid *J.B.* and *T.B.* by and with the Privity, Conſent and Direction of the ſaid *S.T.* teſtified by his being a Party to and his ſigning and ſealing of theſe Preſents, have bargained, ſold, aſſigned, transferred and ſet over, and by theſe Preſents do fully and abſolutely bargain, ſell, aſſign, transfer and ſet over unto the ſaid *R.S.* his Executors, Adminiſtrators and Aſſigns, the ſaid three before mentioned Indentures of Leaſe, and all and ſingular the Premiſſes in or by the ſaid Indentures of Leaſe, every or any of them, demiſed, or meant, mentioned or intended to be demiſed; **And alſo** the Liberties and Privileges granted by the afore-mentioned Order, and all and ſingular other the Premiſſes granted or aſſigned, or meant, mentioned or intended to be granted or aſſigned to the ſaid *J.B.* and *T.B.* or either of them, in or by the ſaid recited *Quinquepartite* Indenture, with their and every of their Rights, Members and Appurtenances; **And** all the Eſtate, Right, Title, Intereſt, Term and Terms of Years to come and unexpired, Uſe, Truſt, Property, Profit, Claim

The *Habendum.*

In Truſt that the Aſſigns ſhould aſſign the Premiſſes to a third Perſon.

Proviſo, the Aſſignment to be void upon Failure of Payment of a Sum of Money.

Condition of Entry for Non payment.

In Truſt for the Aſſignee.

Aſſignment of the ſaid three Indentures of Leaſe.

Claim and Demand whatsoever of them the said *J. B.* and *T. B.* or either of them, of, in or to the same, or any Part or Parcel thereof, by Force, Virtue or Means of the said before mentioned Indentures of Lease, the said Order and Indentures of Assignment, or any of them, or otherwise howsoever; **To have and to hold** the said three several Indentures of Lease, and all and singular other the Premisses hereby assigned, or meant, mentioned or intended to be hereby assigned, with their and every of their Rights, Members and Appurtenances, unto the said *J. S.* his Executors, Administrators and Assigns from henceforth, for and during all the Rest, Residue and Remainder of the several Terms of Years, in or by the said several Indentures of Lease granted, yet to come and unexpired. The *Habendum.*

Provided always, and this present Assignment is upon this express Condition, that if the said *R. S.* his Executors, Administrators or Assigns, or some of them, shall not or do not well and truly pay or cause to be paid unto the said *S. S.* his Executors, Administrators or Assigns, the full and just Sum of two thousand five hundred Pounds of lawful, *&c.* with Interest for the same after the Rate of, *&c.* at or upon, *&c.* next ensuing the Date hereof, without any Deduction, Defalcation or Abatement of, *&c.* in respect of any Taxes, Rates, Assessments, or otherwise howsoever; **Then** and in case of any Default made in Payment of the said Money, or any Part thereof, this present Deed of Assignment, and every Clause, Article and Thing therein contained, shall cease, determine, and become and be utterly void and of none Effect. **And** from and immediately after any such Default it shall and may be lawful to and for the said *J. B.* and *T. B.* their Executors or Administrators, to re-enter upon, hold and enjoy all and singular the Premisses herein before mentioned, or intended to be hereby assigned, and every Part and Parcel thereof, and the Rents, Issues and Profits thereof to receive and take during the then Remainder of the said several Terms of Years, upon and under the Trusts limited and appointed in and by the said recited *Quinquepartite* Indenture, for the said *S. T.* his Executors, Administrators and Assigns; any Thing herein contained to the contrary thereof in any wise norwithstanding: Proviso for the Payment of a Sum of Money.

And in Default of Payment this Assignment to be void.

And the Assignors to re-enter.

And the said *R. S.* for himself, his Heirs, Executors, Administrators and Assigns, and every of them, doth covenant, promise and agree, to and with the said *S. S.* his Heirs, Executors, Administrators and Assigns, and to and with every of them by these Presents, that he the said *R. S.* his Heirs, Executors, Administrators and Assigns, some or one of them, shall and will well and truly pay or cause to be paid unto the said *S. S.* his Executors, Administrators or Assigns, the said full and just Sum of two thousand five hundred Pounds with Interest for the same as aforesaid, at such Days and Times, and in such Manner and Form as in the above-mentioned Proviso or Condition is limited or appointed for Payment thereof, without any Deduction or Abatement whatsoever, according to the true Intent and Meaning of the said Proviso or Condition. Covenant for Payment of the Sum of Money.

In Witness, &c.

Assignment of Terms of Years in Trust by way of Mortgage.

THIS Indenture Tripartite made, *&c.* **Between** *C. F.* of, *&c.* on the first Part, *S. S.* of *London*, Merchant, on the second Part, and *J. B.* and *E. B.* of *London*, Linen-Drapers, on the third Part. **Whereas** by Indenture of Lease Tripartite, bearing Date, *&c.* made between the said *S. S.* Party to these Presents of the first Part, *W. G.* of, *&c.* Bricklayer of the second Part, and *T. P.* of, *&c.* Gent. of the third Part, (reciting as therein is recited) he the said *S. S.* for the Considerations therein mentioned, **Did** demise to the said *T. P.* all those, *&c.* situate, lying and being, *&c.* as the same are more particularly described in the said Indenture; and also all those, *&c.* and all other Erections and Buildings whatsoever, then erected and built in or upon the Back Ground lying, *&c.* together with a Yard thereunto belonging and lying, *&c.* and all Ways, Passages, Yards, Lights, Easements, Waters, Water-courses, Profits, Advantages and Appurtenances whatsoever, to the said demised Premisses belonging, or in any wise appertaining; **To hold** to the said *T. P.* his Executors, Administrators and Assigns, from, *&c.* last past before the Date of the said Indenture, for the Term of fifty-two Years, and one Quarter of a Year, at the yearly Rent of, *&c.* payable Quarterly; **And whereas** by Mistake the said, *&c.* are expressed in the said recited Indenture to be four in Number, but are really no more than three, one House which was formerly standing, *&c.* being now made into, *&c.* **And whereas** by Indenture Tripartite, bearing Date the Day next before the Day of the Date of these Presents, he the said *T. P.* for the Considerations therein mentioned, did absolutely assign to the said *C. F.* the said recited Indenture of Lease, and the Premisses thereby demised, and all his Estate, Right, Title, Interest, Claim and Demand, of, in, to or out of the said demised Premisses; **To hold** to the said *C. F.* his Executors, Administrators and Assigns, from, *&c.* then and now last past, for all the Remainder of the said Term of fifty-two Years and one Quarter of a

Recital of the Indenture of Lease.

The Premisses.

The *Habendum.*

Recital of the Assignment of the said Indenture of Lease.

The *Habendum.*

Subject to the Payment of a Sum of Money to a third Perſon.

Year, by the ſaid recited Indenture of Leaſe granted, then to come and unexpired; **Subject** nevertheleſs unto, and chargeable with the Principal Sum of, &c. ſecured to the ſaid *S. S.* by an Indenture of Aſſignment by way of Mortgage made of the ſaid Premiſſes by the ſaid *T. P.* to *J. B.* and *T. B.* of *London*, Linen-Drapers, in Truſt for the ſaid *S. S.* his Executors, Adminiſtrators and Aſſigns, and alſo ſubject to the Intereſt thereof from, &c. laſt. **And**

Who demiſes the Premiſſes.

whereas the ſaid *S. S.* for the ſeveral Conſiderations in the ſaid Tripartite Indenture mentioned, did thereby demiſe to the ſaid *C. F.* the ſaid, &c. and all and ſingular other the Premiſſes by the ſaid recited Indenture of Leaſe demiſed with their Appurtenances; **To hold**

The *Habendum.*

to the ſaid *C. F.* his Executors, Adminiſtrators and Aſſigns, from, &c. which will be, &c. for the Term of fifty-two Years from thence next enſuing, and fully to be compleat and ended, at the yearly Rent of, &c. payable quarterly, as in and by the ſaid ſeveral recited Indentures, Relation being thereunto reſpectively had, may more fully appear: **And whereas** the ſaid *C. F.* and *S. S.* have agreed, That the ſaid laſt recited Indenture of Leaſe, and the Premiſſes thereby demiſed, ſhall be made ſubject to the Payment of the ſaid Sum of, &c. with ſuch Intereſt as is or ſhall become due for the ſame, from, &c. **Now this Indenture witneſſeth,**

Aſſignment of all the Premiſſes by way of Mortgage.

That in Performance of the ſaid Agreement, and in Conſideration of, &c. by the ſaid *J. B.* and *T. B.* to the ſaid *C. F.* in Hand well and truly paid, the Receipt whereof is hereby acknowledged, he the ſaid *C. F.* at the Nomination and by the Appointment of the ſaid *S. S.* (teſtified by his being a Party, and his ſigning and ſealing hereunto) hath granted, bargained, ſold, aſſigned, and ſet over, and by theſe Preſents doth fully, clearly and abſolutely grant, bargain, ſell, aſſign, and ſet over unto the ſaid *J. B.* and *T. B.* the ſaid two ſeveral recited Indentures of Leaſe, and all, &c. therein or thereby, or in or by either of them, granted or demiſed, with their and every of their Appurtenances; and alſo all the Eſtate, Right, Title, Intereſt, Term of Years yet to come and unexpired, Uſe, Truſt, Property, Benefit, Claim and Demand whatſoever of him the ſaid *C. F.* of, in, to or out of

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the ſame, or any Part or Parcel thereof, in any wiſe whatſoever; **To have and to hold** the ſaid two recited Indentures of Leaſe, and all and ſingular other the Premiſſes herein before mentioned or intended to be hereby aſſigned, with their and every of their Appurtenances, unto the ſaid *J. B.* and *T. B.* their Executors, Adminiſtrators and Aſſigns, from thenceforth, for and during all the Reſt and Reſidue of the ſaid reſpective Terms of fifty-two Years and one Quarter of a Year, and fifty-two Years, in and by the ſaid two recited Indentures of Leaſe granted, and yet to come and unexpired; **In Truſt** nevertheleſs to and for the only proper Uſe and Behoof of the ſaid *S. S.* his Heirs, Executors, Adminiſtrators and Aſſigns: **Provided** always, and it is agreed by and between **All the** ſaid Parties to theſe

Proviſo, on Re-payment of the Money, this Indenture to be void.

Preſents, That if the ſaid *C. F.* his Executors, Adminiſtrators or Aſſigns, ſhall and do well and truly pay or cauſe to be paid to the ſaid *S. S.* his Heirs, Executors, Adminiſtrators or Aſſigns, the full Sum of, &c. of good, &c. with lawful Intereſt for the ſame, in Manner and Form following, (that is to ſay) the Sum of, &c. without any Deduction, Defalcation or Abatement, for or in reſpect of any Taxes, Charges, Payments or Aſſeſſments ordinary or extraordinary, by Authority of Parliament, or otherwiſe howſoever; then this preſent Indenture, as to the Aſſignment hereby made, and the Eſtate and Intereſt hereby granted of and in the ſaid laſt recited Indenture of Leaſe, ſhall ceaſe, determine and become utterly

Covenant, that the Mortgagees ſhall re-aſſign.

void, and of none Effect; **And** the ſaid *J. B.* and *T. B.* their Executors, Adminiſtrators or Aſſigns, ſhall and will at any Time after ſuch Payment aſſign the ſaid firſt recited Indenture of Leaſe, and the Premiſſes thereby granted, to the ſaid *C. F.* his Executors, Adminiſtrators or Aſſigns, or to ſuch Perſon or Perſons as he or they ſhall appoint, and at his or their Charges, free from all Incumbrances by or under them the ſaid *J. B.* and *T. B.* or either of

Covenant for Payment of the Money.

them; **And** the ſaid *C. F.* for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, doth covenant, promiſe and agree, to and with the ſaid *S. S.* his Heirs, Executors, Adminiſtrators and Aſſigns, by theſe Preſents, in Manner and Form following, (that is to ſay) That he the ſaid *C. F.* his Heirs, Executors, Adminiſtrators and Aſſigns, or ſome of them, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *S. S.* his Heirs, Executors, Adminiſtrators or Aſſigns, the ſaid Principal Sum of, &c. together with lawful Intereſt for the ſame, at the ſeveral and reſpective Days or Times, and in ſuch Manner and Form as in the Proviſo above written is or are mentioned or appointed for Payment thereof, without

Covenant for Entry in caſe of Non-payment.

any Deduction, Defalcation or Abatement as aforeſaid. **And** that in caſe any Default ſhall happen to be made of or in Payment of the ſaid principal Sum of, &c. or the Intereſt thereof, or any Part thereof, at the reſpective Days or Times herein before limited or appointed for Payment thereof, That then and from thenceforth it ſhall and may be lawful to and for the ſaid *J. B.* and *T. B.* their Executors, Adminiſtrators or Aſſigns, into all and ſingular the ſaid hereby aſſigned Premiſſes, or any Part or Parcel thereof, in the Name of the whole to enter, and the ſame from thenceforth, for, and during all the Reſt and Reſidue of the ſaid reſpective Terms of fifty-two Years, and one Quarter of a Year, and

fifty-

fifty-two Years, which ſhall be then to come and unexpired, peaceably and quietly to have, hold and enjoy; and the Rents, Iſſues and Profits thereof to receive and take, to and for the only proper Uſe and Behoof of the ſaid *S. S.* his Executors, Adminiſtrators or Aſſigns, without any Manner of Denial, Let, Suit, Trouble, Hindrance, Interruption, Eviction, Ejection, Moleſtation or Diſturbance of or by him the ſaid *C. F.* his Executors, Adminiſtrators or Aſſigns, or any other Perſon or Perſons whatſoever. **And** that he the ſaid *C. F.* his Executors, Adminiſtrators and Aſſigns, and all other Perſons claiming under him or the ſaid *T. P.* ſhall and will, at all or any Time or Times after Breach of the ſaid Proviſo, make, do, &c. *for further Aſſurance.* **And** laſtly, it is hereby mutually agreed by and between all the ſaid Parties to theſe Preſents, that until Default ſhall happen to be made of or in Payment of the ſaid Principal Money and Intereſt, or of ſome Part thereof, at the Days or Times herein before limited or appointed for Payment of the ſame; they the ſaid *J. B.* and *T. B.* their Executors, Adminiſtrators and Aſſigns, ſhall and will permit and ſuffer the ſaid *C. F.* his Executors, Adminiſtrators or Aſſigns, to have, hold and enjoy all and ſingular the ſaid hereby aſſigned Premiſſes, and to receive and take the Rents, Iſſues and Profits thereof, to his and their own proper Uſe and Behoof, without rendring any Account to the ſaid *J. B.* and *T. B.* their Executors, Adminiſtrators or Aſſigns, for or concerning the ſame. **In Witneſs**, &c.

Aſſignment of an Indenture of Leaſe to a Man and his Wife, by way of Mortgage.

THIS Indenture made, &c. **Between** *W. S.* of, &c. Gent. of the one Part, and *J. W.* Citizen and Brewer of *London*, and *Mary* his Wife, of the other Part. **Whereas** by Indenture of Leaſe, bearing Date, &c. made or mentioned to be made between *J. S.* of, &c. Gent. on the one Part, and *R. C.* of the ſame Pariſh and County, Carpenter, on the other Part, the ſaid *J. S.* for the Conſideration therein mentioned, did betake, ſet and to Farm let, unto the ſaid *R. C.* **All** that Piece or Parcel of Ground, being Part of certain Fields then in building by *R. F.* Bricklayer, lying and being in the Pariſhes of, &c. containing, &c. all which ſaid Premiſſes are more particularly deſcribed in a Plot or Schedule thereof annexed to the ſaid Indenture of Leaſe, and were then lately amongſt other Things demiſed and leaſed unto the ſaid *J. S.* by the ſaid *R. F.* and *W. P.* Gent. by Indenture of Leaſe bearing Date, &c. for a longer Term of Years than is granted by the ſaid recited Indenture, under the yearly Rent of, &c. together with all Ways, Privileges, Profits, Commodities and Appurtenances, to the ſaid demiſed Premiſſes belonging or in any wiſe appertaining; **To hold** the ſaid Piece or Parcel of Gronnd, and all other the Premiſſes, with the Appurtenances, unto the ſaid *R. C.* his Executors, Adminiſtrators and Aſſigns, for the Term of, &c. commencing, &c. under the Rent of, &c. for the firſt Year of the ſaid Term, and of the Rent or Sum of, &c. for the Remainder of the ſaid Term, payable to the ſaid *J. S.* his Executors, Adminiſtrators or Aſſigns, at the four moſt uſual Feaſt-Days or Times of Payment in the Year therein mentioned, by even and equal Portions, as by the ſaid recited Indenture of Leaſe, amongſt divers other Covenants, Clauſes and Things therein mentioned, Relation being thereunto had, may more plainly and fully appear: **And whereas** the ſaid *R. C.* by Indenture of Leaſe bearing Date, &c. for the Conſideration therein mentioned, did demiſe unto *J. F.* of, &c. Gent. All that Meſſuage or Tenement, ſituate, &c. containing the ſeveral Dimenſions, and abutting in ſuch Manner and Form as in the ſaid laſt recited Indenture of Leaſe, and the Ground-plot thereunto annexed, are particularly mentioned and expreſſed; **To hold** the ſaid Meſſuage or Tenement, with the Appurtenances, unto the ſaid *J. F.* his Executors, Adminiſtrators and Aſſigns, from, &c. for the Term of, &c. under the yearly Rent of a Pepper-corn only (if lawfully demanded), as in and by the ſaid laſt recited Indenture of Leaſe, Relation being thereunto had, may more plainly appear; which ſaid Meſſuage or Tenement ſo demiſed to the ſaid *J. F.* was built upon the ſaid Piece or Parcel of Ground by the ſaid firſt recited Indenture of Leaſe granted to the ſaid *R. C.* which was then deſigned and laid out to be built by the ſaid *R. C.* his Under-Tenants or Aſſigns, into a new Court then called or intended to be called, &c. leading out of, &c. into, &c. **And whereas** the ſaid *R. C.* by one other Indenture of Leaſe bearing Date, &c. for the Conſiderations therein mentioned, did demiſe unto *J. T. jun.* of the Pariſh of, &c. Paver, and *E.* his Wife, **All** that Piece or Parcel of Ground fronting the ſaid intended Court on the South Side thereof adjoining Eaſt, &c. and containing the ſeveral Dimenſions in the ſame Indenture of Leaſe, and the Ground-plot thereunto annexed, particularly mentioned; **To hold** to the ſaid *J. T.* and *E.* his Wife, their Executors, Adminiſtrators and Aſſigns, from, &c. then laſt paſt, for the Term of, &c. under the yearly Rent of, &c. payable, &c. as by the ſaid laſt recited Indenture,

Recital of the Indenture of Leaſe.

The Premiſſes being a Piece of Ground on which Houſes were building.

Habendum for a Term of Years.

Recital of an Indenture of Leaſe of one of the ſaid Houſes.

The *Habendum.*

Recital of an Indenture of Leaſe of Parcel of the ſaid Ground,

All which Indentures are lawfully vested in the Lessor.

ture, Relation being thereunto had, may more fully appear: **And whereas** as well the said first recited Indenture of Lease to *R. C.* as also the said two other recited Indentures of Lease from the said *R. C.* to the said *J. F.* and *J. T.* and *E.* his Wife, are by good and sufficient Conveyances and Assurances in the Law fully come to and vested in the above named *W. S.* for the Residue of the Terms by the said first recited Indenture of Lease granted yet to come and unexpired: **Now this Indenture witnesseth,** That the said *W. S.* for and in Consideration of the Sum of, *&c.* to him in Hand paid at or before the Sealing and Delivery of these Presents by the above named *J. W.* and *M.* his Wife, the Receipt whereof the said *W. S.* doth hereby acknowledge, and thereof, and of every Part thereof doth acquit, exonerate and discharge the said *J. W.* and *M.* his Wife, their Heirs, Executors and Administrators and every of them for ever by these Presents, and for other good Causes and Considerations him hereunto moving, **Hath** granted, assigned, transferred and set over, and by these Presents doth grant, assign, transfer and set over unto the said *J. W.* and *M.* his Wife, as well the said first recited Indenture of Lease, and all that Piece or Parcel of Ground thereby letten or demised, or mentioned or intended to be thereby let or demised, and every Part thereof, with the Appurtenances, as also all those other Messuages or Tenements thereupon now standing, erected and built, and now or late in the several Tenures or Occupations of, *&c.* or some of them, their or some of their Under-tenants or Assigns, being now commonly called or known by the Name of, *&c.* and also all other Erections, Edifices and Buildings, in or upon the said Piece or Parcel of Ground, or any Part thereof now erected and built, with their and every of their Rights, Members and Appurtenances, and all the Estate, Right, Title, Interest, Use, Trust, Property, Profit, Benefit, Advantage, Claim and Demand whatsoever of him the said *W. S.* of, in or to the same, or any Part thereof, together with the said two last recited Indentures of Lease, and the Assignments thereof, and all other Assignments, Counterparts of Leases, Deeds, Evidences and Writings, touching or concerning the same Premisses, or any Part thereof; **To have and to hold** the said first recited Indenture of Lease, and the said Piece or Parcel of Ground thereby demised, and the Messuages or Tenements thereupon erected and built, and all and singular other the Premisses herein before mentioned or intended to be hereby granted and assigned, and every Part thereof, with their and every of their Rights, Members and Appurtenances, unto the said *J. W.* and *M.* his Wife, their Executors, Administrators and Assigns, from the Day of the Date of these Presents, for and during all the Rest and Residue of the said Term of, *&c.* by the said first recited Indenture of Lease granted, yet to come and unexpired. **Provided** always, and upon Condition nevertheless, That if the said *W. S.* his Executors, Administrators or Assigns, or any of them, shall and do well and truly pay or cause to be paid unto the said *J. W.* and *M.* his Wife, their Executors, Administrators or Assigns, or any of them, at or in the now Dwelling-house of them the said *J. W.* and *M.* his Wife, situate, *&c.* on, *&c.* next ensuing the Date hereof, the full and whole Sum of, *&c.* without any Deduction, Defalcation, or Abatement, for or in respect of any Taxes, Rates, Assessments or Charges, to be taxed, rated or set upon the said Premisses, or the said Sum of Money, by Authority of Parliament or otherwise, or for any other Matter, Cause or Pretence whatsoever; that then and from thenceforth this present Indenture, and the Grant and Assignment hereby made, and every Article, Clause, Matter and Thing herein contained, shall cease, determine and become absolutely void and of none Effect. **And** the said *W. S.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant, to and with the said *J. W.* and *M.* his Wife, their Executors, Administrators and Assigns, and every of them, by these Presents in Manner and Form following, (that is to say) That he the said *W. S.* his Heirs, Executors, Administrators or Assigns, or some of them, shall and will well and truly pay or cause to be paid unto the said *J. W.* and *M.* his Wife, their Executors, Administrators or Assigns, the said Sum of, *&c.* at the Time and Place above mentioned, without any Deduction, Defalcation or Abatement as aforesaid; **And also,** That the said recited Indenture of Lease, is a good and sufficient Lease, valid in the Law, and is yet in Being, and not forfeited, surrendered, or any ways determined or become void, and that he the said *W. S.* hath good Power and lawful Authority in himself to assign and set over the same, and all other Premisses hereby granted and assigned, unto the said *J. W.* and *M.* his Wife, their Executors, Administrators and Assigns, in Manner and Form aforesaid. **And** that if Default shall happen to be made of or in Payment of the said Sum of, *&c.* or any Part thereof, at the Time herein before limited for Payment thereof, that then, or at any Time after, it shall and may be lawful to and for the said *J. W.* and *M.* his Wife, their Executors, Administrators or Assigns, or any of them, into all and singular the Premisses hereby granted and assigned, and every Part thereof to enter, and the same from thenceforth for and during all the Rest and Residue of the said Term of, *&c.* which shall be then to come and unexpired, peaceably and quietly to hold and enjoy, and the Rents, Issues and Profits thereof to have and take to his and their own proper Use and Behoof, without any Manner of Let, Suit, Trouble, Hindrance, Denial,

Covenant of Assignment of all the Premisses.

Habendum to the Assignees for the Residue of the Term.

Proviso that upon the Assignor's paying a Sum of Money to the Assignee, this present Assignment to be void.

Covenant for the Payment of the said Sum, *&c.*

Covenant that the hereby assigned Indenture of Lease is valid in the Law,

and that the Assignor hath full Power to assign, *&c.*

Covenant that in case of Failure of Payment, the Assignee may enter and enjoy, *&c.*

nial, Eviction, Expulſion or Interruption, of or by the ſaid *W. S.* his Executors, Adminiſtrators or Aſſigns, or any of them, or any other Perſon or Perſons whatſoever, **And** that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe by the ſaid *W. S.* his Heirs, Executors or Adminiſtrators, or ſome of them, well and ſufficiently ſaved, kept harmleſs and indemnified of and from all and all Manner of former and other Grants, Bargains, Sales, Leaſes, Aſſignments, Mortgages, Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever. **And likewiſe,** That if any Default ſhall happen to be made as aforeſaid, he the ſaid *W. S.* his Executors, Adminiſtrators and Aſſigns, and all other Perſons having or lawfully claiming any Eſtate or Intereſt, of, in, to or out of the ſaid Premiſſes, or any Part thereof, ſhall and will at any Time after, upon the reaſonable Requeſt, and at the Coſts and Charges in the Law of the ſaid *J. W.* and *M.* his Wife, their Executors, Adminiſtrators or Aſſigns, make and do all ſuch further Acts and Things, for the better and more perfect aſſuring and conveying of the ſaid Premiſſes herein before mentioned and intended to be hereby granted or aſſigned, with the Appurtenances, unto the ſaid *J. W.* and *M.* his Wife, their Executors, Adminiſtrators and Aſſigns, for all the Reſidue of the ſaid Term, *&c.* which ſhall be then to come and unexpired; as by the ſaid *J. W.* and *M.* his Wife, their Executors, Adminiſtrators or Aſſigns, his, her or their Counſel learned in the Law ſhall be reaſonably deviſed, adviſed or required. **And laſtly,** It is agreed between the ſaid Parties to theſe Preſents, that until ſuch Default ſhall happen to be made, as aforeſaid, the ſaid *W. S.* his Executors, Adminiſtrators and Aſſigns, ſhall and may receive and take all the Rents, Iſſues and Profits of the Premiſſes, to his and their own Uſe, without any Account to be made or given unto the ſaid *J. W.* and *M.* his Wife, their Executors, Adminiſtrators or Aſſigns, for or concerning the ſame. **In Witneſs,** &c.

And that the Premiſſes are free from Incumbrances.

Covenant to make further Aſſurances, as Counſel ſhall adviſe.

Covenant that the Aſſignor ſhall enjoy till Default of Payment.

Further Charge by Aſſignment of the ſame Premiſſes by an Indorſement thereon, made by the Purchaſer of the Equity of Redemption, in Conſideration of the Sum lent the Mortgagor, and of more lent to them by the Mortgagee.

Whereas *C.* of, *&c* hath purchaſed of the within named *A.* the Equity of Redemption of the Piece, *&c.* in and by the within written Indenture aſſigned, and the ſame Premiſſes are by Indenture, bearing Date, *&c.* laſt paſt, before the Date hereof, and made between the ſaid *A.* of the one Part, and the ſaid *C.* of the other Part, aſſigned and ſet over, (ſubject to the within written Mortgage) unto the ſaid *C.* for the Reſidue of the Term of 98 Years within mentioned: **And whereas** the Principal Sum of 200 *l.* in and by the within written Indenture mentioned to be lent by *B.* therein named, is ſtill due and owing to her upon the ſame Security, but all Intereſt, that hath accrued or become due for the ſame to the Day of the Date hereof, is paid and diſcharged: **Now know all Men by theſe Preſents,** that for and in Conſideration of the ſaid Sum of 200 *l.* ſo due and owing to her the ſaid *B.* upon the within written Security; and alſo for and in Conſideration of the further Sum of 100 *l.* of, *&c.* to him the ſaid *C.* by the ſaid *B.* at or before the Sealing and Delivery hereof, lent and well and truly paid, the Receipt of which ſaid Sum of 100 *l.* he the ſaid *C.* doth hereby acknowledge, and thereof, *&c.* **And** for the better and more effectual ſecuring the ſaid ſeveral Sums of 200 *l.* and 100 *l.* ſo advanced and lent by the ſaid *B.* to the ſaid *A.* and *C.* reſpectively as aforeſaid, making together 300 *l.* with Intereſt for the ſame, in ſuch Manner as is herein after mentioned, he the ſaid *C.* **Hath** granted, bargained and ſold, aſſigned and confirmed, and by theſe Preſents **Doth,** *&c.* unto the ſaid *B.* her Executors, Adminiſtrators and Aſſigns, **The** Piece or Parcel of Ground within mentioned, and the Meſſuages, *&c.* **To have,** &c. the ſaid Piece or Parcel, *&c.* to the ſaid *B.* her, *&c.* from henceforth for and during all the Reſidue, *&c.* **Provided nevertheleſs,** and it is hereby agreed and declared, that if the ſaid *C.* his, *&c.* do or ſhall pay, or cauſe to be paid unto the ſaid *B.* her, *&c.* the Sum of 300 *l.* of, *&c.* with Intereſt for the ſame, at the Times and in Manner herein after mentioned and appointed for Payment thereof, then the ſaid *B.* and all and every Perſon and Perſons having or claiming any Eſtate, Right, Title or Intereſt, of, in, to or out of the Premiſſes hereby aſſigned and confirmed, or any Part thereof, by, from or under her, ſhall and will at any Time from thenceforth, at the Requeſt, Coſts and Charges of the ſaid *C.* his Executors, Adminiſtrators or Aſſigns, make, ſeal and execute, or cauſe and procure to be made, ſealed and executed, all and every ſuch Act and Acts, Thing and Things, Deviſes and Aſſurances in the Law whatſoever, for the re-aſſigning, aſſuring and confirming the ſaid Piece or Parcel of Ground, Meſſuage or Tenement and Premiſſes hereby aſſigned and confirmed, with their and every of their Appurtenances, unto the ſaid *C.* his Executors, Adminiſtrators or Aſſigns, or unto ſuch Perſon or Perſons as he or they ſhall in that Behalf nominate or appoint, as by, *&c.* ſo as, *&c.* doth hereby covenant, *&c.*

Recital of Purchaſe.

Conſideration.

Habendum,

Proviſo that if the Money is paid the Mortgagee ſhall re aſſign.

(*to pay the whole Money*) **And**, &c. (*Agreements that till Default, the now Aſſignor ſhall enjoy as in the foregoing Aſſignment.*) **In Witneſs**, &c.

Aſſignment of two Leaſes by way of Mortgage.

THIS Indenture, &c. **Between**, &c. **Whereas**, &c. (*Recite the two Leaſes*, &c.) **And whereas** by virtue of ſeveral meſne Aſſignments, Wills, Adminiſtrations and other good Aſſurances in Law, the ſaid two ſeveral Indentures of Leaſe, and the ſeveral Meſſuages or Tenements and Premiſſes thereby reſpectively demiſed, are now come unto, and legally veſted in him the ſaid *B. H.* for the Reſidue of the ſaid ſeveral Terms of —— Years and —— Years thereby reſpectively granted, which are yet to come and unexpired, as in and by the ſaid ſeveral in Part recited Indentures of Leaſe, meſne Aſſignments, Wills and Adminiſtrations, Relation being to them reſpectively had, *&c.* **Now this Indenture witneſſeth**, &c. **To hold**, &c. yet to come and unexpired, under the Rent and Covenants in and by the ſaid recited Indentures of Leaſe granted, which from *Michaelmas* Day laſt, on the Leſſees Part and Behalf are or ought to be kept, done and performed. **Provided always nevertheleſs**, &c. (*As in the two laſt Forms.*)

An Aſſignment of a Leaſe and Demiſe of a Rectory by way of Mortgage.

THIS Indenture, made, *&c.* **Between** *J. C.* of, *&c.* Clerk, and *S.* his Wife, Relict and Adminiſtratrix of *S. T.* late, *&c.* Yeoman, deceaſed, on the one Part, and *T. W.* of, *&c.* Clerk, on the other Part. **Whereas** *E K.* Widow, by Indenture of Leaſe bearing Date on or about, *&c.* did demiſe to the ſaid *S. T.* in his Life-time, all that Capital Meſſuage or Farm called, *&c.* and the Buildings and Lands thereunto belonging, or therewith then or theretofore uſed or enjoyed, containing by Eſtimation, *&c.* lying, *&c.* and then in the Tenure of the ſaid *S. T.* or his Aſſigns (except as in the ſaid Indenture of Leaſe is excepted) for the Term of, *&c.* at the yearly Rent of, *&c.* payable, *&c.* as by the ſaid recited Indenture, Relation being thereunto had, may more fully appear: **Now this Indenture witneſſeth**, that in Conſideration of the Sum of, *&c.* of good, *&c.* to them the ſaid *J. C.* and *S.* his Wife, or one of them, in Hand paid by the ſaid *T. W.* at or before the Sealing or Delivery hereof, the Receipt whereof is hereby acknowledged, they the ſaid *J. C.* and *S.* his Wife **have** granted, bargained, ſold, aſſigned and ſet over, and by theſe Preſents do grant, bargain, ſell, aſſign and ſet over unto the ſaid *T. W.* the ſaid recited Indenture of Leaſe, and the ſaid Meſſuage or Farm, and Lands, and all other Things therein or thereby demiſed, with their Appurtenances; and alſo all the Eſtate, Right, Title, Intereſt, Term of Years yet to come and unexpired, Uſe, Truſt, Poſſeſſion, Reverſion, Property, Claim and Demand whatſoever of them the ſaid *J. C.* and *S.* his Wife, of, in, to or out of the ſaid Premiſſes, every or any Part or Parcel thereof; **To have and to hold** all and ſingular the ſaid hereby aſſigned Premiſſes, with their Appurtenances, unto the ſaid *T. W.* his Executors, Adminiſtrators and Aſſigns, to his and their own Uſe, from henceforth for and during all the Reſt, Reſidue and Remainder of the ſaid Term of, *&c.* by the ſaid recited Indenture of Leaſe granted, yet to come and unexpired; ſubject nevertheleſs to the Proviſo herein after contained: **And this Indenture further witneſſeth**, that the ſaid *J. C.* for the Conſiderations aforeſaid, doth hereby demiſe and leaſe to the ſaid *T. W.* all that the Rectory of, *&c.* and the Glebe Lands and Barn thereunto belonging; and alſo all and all Manner of Tithes, as well great as ſmall, and all Compoſitions for the ſame, and all other the Profits of the ſaid Rectory, or to the ſame in any wiſe belonging or appertaining; **To have and to hold** all and ſingular the ſaid hereby demiſed Premiſſes, with their Appurtenances, unto the ſaid *T. W.* his Executors, Adminiſtrators and Aſſigns, from henceforth, for the Term of, *&c.* now next following; **Yielding** and paying therefore to the ſaid *J. C.* the Rent of one Pepper-Corn only at *Michaelmas* yearly, if the ſame ſhall be demanded; **Provided always**, and it is hereby declared and agreed, by and between all the ſaid Parties to theſe Preſents, That if the ſaid *J. C.* and *S.* his Wife, their or either of their Executors, Adminiſtrators or Aſſigns, or any of them, do and ſhall well and truly pay or cauſe to be paid unto the ſaid *T. W.* his Executors, Adminiſtrators or Aſſigns, the full Sum of, *&c.* of good, *&c.* with lawful Intereſt for the ſame, on, *&c.* next enſuing the Date of theſe Preſents, without any Deduction or Abatement, for or in reſpect of any Taxes, Rates, Charges or Aſſeſſments, or otherwiſe howſoever; **Then** this preſent Indenture, and the Aſſignment and Demiſe hereby made, and every Thing herein contained ſhall ceaſe, determine and be utterly void and of none Effect: **And** the ſaid *J. C.* for himſelf, his Heirs, Executors and Adminiſtrators, doth hereby covenant, promiſe and agree, to and with the ſaid *T. W.* his Executors, Adminiſtrators and

Recital of the Leaſe.

The Premiſſes.

Aſſignment of the ſaid Leaſe.

The *Habendum.*

Demiſe of the Rectory.

The *Habendum.*

The *Reddendum.*

Proviſo, this preſent Indenture of Aſſignment to be void on the Payment of a Sum of Money.

Covenant to pay the Money.

and Assigns, in Manner following, (that is to say) that he the said *J.C.* his Executors, Administrators or Assigns, shall and will well and truly pay, or cause to be paid, unto the said *T.W.* his Executors, Administrators or Assigns, the said Sum of, *&c.* with lawful Interest for the same, at the Times herein above mentioned for Payment thereof, without any Deduction or Abatement whatsoever as aforesaid: **And** that if Default shall happen to be made of or in Payment of the said Sum of, *&c.* or the Interest thereof, or any Part thereof, contrary to the true Intent and Meaning of these Presents, that then, or at any Time afterwards, it shall and may be lawful to and for the said *T.W.* his Executors, Administrators or Assigns, to enter into all and singular the said hereby assigned and demised Premisses, and the same from thenceforth for and during all the Rest and Residue of the said Terms of, *&c.* then to come and unexpired, peaceably and quietly to hold and enjoy, and the Rents, Issues, Tithes and other Profits thereof to receive and take, without any lawful Let, Suit, Trouble, Denial, Hindrance or Interruption of or by the said *J.C.* and *S.* his Wife, their Executors, Administrators or Assigns, or of or by any other Person or Persons whatsoever: **And** that they the said *J.C.* and *S.* his Wife, and all Persons lawfully having or claiming any Estate or Interest in the said hereby assigned or demised Premisses, shall and will at any Time or Times after such Default, at the Request of the said *T.W.* his Executors, Administrators or Assigns, make, do, perform and execute all and every such further and other Acts and Things, for the better and more perfect assuring and confirming of the said Premisses respectively unto the said *T.W.* his Executors, Administrators and Assigns, for and during all the then Rest and Residue of the said respective Terms of, *&c.* as by the said *T.W.* his Executors or Administrators, or by his and their Counsel learned in the Law, shall be reasonably devised, advised or required: **And lastly,** it is agreed by and between the said Parties to these Presents, that until a Breach of the said Proviso shall happen, it shall and may be lawful to and for the said *J.C.* and *S.* his Wife, their Executors, Administrators and Assigns, to receive and take the Rents, Issues and Profits of the said hereby assigned Farm, called, *&c.* with the Appurtenaces, without any Account to be made or rendered to the said *T.W.* his Executors, Administrators or Assigns, for or concerning the same; **But** that the said *T.W.* his Executors, Administrators or Assigns shall, or lawfully may, (if he or they shall think fit) receive and take the said hereby demised Tithes, and all Compositions made for the same, or any Part thereof, and all other the Profits of the said Rectory of, *&c.* for or towards Payment and Satisfaction of the said Sum of, *&c.* and such Interest as shall grow due for the same; **And** that in case the said Sum of, *&c.* and Interest, with such Costs and Charges as the said *T.W.* his Executors, Administrators or Assigns, shall be put to or expend in or about their receiving of the said Tithes, Compositions or other Profits, shall be thereby fully paid and satisfied before the said, *&c.* next; **Then** these Presents shall from and immediately after such Payment and Satisfaction become and be void and of none Effect. **In Witness,** &c.

And in Default of Payment the Mortgagee to enter, and take the Profits, *&c.*

Covenant to make further Assurance, *&c.*

Covenant, that until a Breach of the Proviso, the Mortgagors shall enjoy the Farm, *&c.*

But the Mortgagee to enjoy the Rectory, Tithes, *&c.*

And when the Mortgage Money, *&c.* is paid, this Indenture to be void.

XXIV. Of Leases and other Terms of Years by way of (*a*) collateral or further Security.

Assignment of a Lease for securing a Debt on a Bond, defeazible on Payment of a Debt at a certain Time.

By Indorsement.

Know all Men by these Presents, That I the within named *J.G.* as well for and in Consideration of the Sum of —— of, *&c.* (with Interest for the same) due from me the said *J.G.* unto *S.G.* of —— by Bond, bearing Date, *&c.* in the penal Sum of —— conditioned for the Payment of the said Sum of —— and Interest, to the said *S.G.* at a Day long since past, as for the better securing the Payment thereof, and for divers good Causes and Considerations me hereunto especially moving, **have** granted, assigned, transferred and set over, and by, *&c.* **Do,** *&c.* unto the said *S.G.* her Executors, Administrators and Assigns, as well the Indenture of Lease within written, as all my Estate, Right, Title, Interest, Term of Years yet to come and unexpired, Claim and Demand whatsoever, of, in and to the within mentioned Pieces or Parcels of Ground, *&c.* and all and singular, *&c.* within mentioned; **To have and to hold** the said Indenture of Lease, and the said Pieces, *&c.* unto the said *S.G.* her Executors, Administrators and Assigns from henceforth, for and during all the Rest and Residue of the Term or Terms of Years yet to come and unexpired

(*a*) See Tit. Collateral Securities.

expired in the said Lease, **Under** the Rent or Rents and Covenants in the said Lease specified, on the Tenant or Lessee's Part, to be paid, done and performed. **Provided, and upon Condition,** That if the said *J. G.* his Executors, Administrators and Assigns, or any of them do, and shall well and truly pay or cause to be paid unto the said *S. G.* her Executors, *&c.* the said Sum of ——— and all Interest due for the same on or before, *&c* that then this Assignment to be void and of no Effect, otherwise to remain in full Force and Virtue. (*Short Covenants added; that the Assignor has done no Act whereby the Lease is or may become forfeited, or the Premisses within mentioned incumbered; and that the Assignee shall peaceably enjoy, during the Residue of the Term to come, subject to the Proviso or Condition aforesaid, and by and under the said reserved Rents and Covenants within mentioned.)* (See Assignment of Leases for Lives.) (**In Witness,** &c.

Assignment of two Leases as a further Security for 800 l. *and Interest, before secured by several Deeds, also of Policies.*

Consideration. **This Indenture,** &c. **Between** *M. B.* of, *&c.* of the one Part, and *J. N.* of, *&c.* of the other Part. **Whereas,** &c. (*Recital of two Leases to* J. N) **Now this Indenture witnesseth,** That for and in Consideration of the Sum of 800 *l.* of, *&c.* to the said *M. B.* in Hand well and truly lent and paid by the said *J. N.* at, *&c.* before the Sealing and Delivery of these Presents, being the same Sum of 800 *l.* mentioned to be the Consideration Monies of two several Indentures bearing even Date with these Presents, the one *Quadripartite*, and made or mentioned to be made between, *&c.* (*The Parties with their Additions*) and the other of the said Indentures being *Tripartite*, and made, *&c.* (*The like*) the Receipt of which said Sum of 800 *l.* he the said *M. B.* doth hereby acknowledge, and thereof, *&c.* **Ye** the said *M. B.* **Hath** granted, bargained, sold, assigned, transferred and set over, and by these Presents **Doth,** &c. unto the said *J. N.* his Executors, *&c.* **The** said two Pieces or Parcels of Ground before mentioned to be respectively demised by the said Indentures of the 12th and 14th Days of, *&c.* and the said last before mentioned Piece of Ground before mentioned to have been purchased by the said *M. B.* of and from the said *W. W.* and the said two Messuages or Tenements, and all other Erections and Buildings upon the said before mentioned Pieces of Ground, either or any of them, or upon any Part of them, or of either or any of them, erected built, standing or being, or to be erected or built, and every Part and Parcel thereof with their and every of their Appurtenances; **And** also all the Estate, *&c.* together with the said herein before in Part recited Indentures of Demise or Lease, respectively, bearing Date, *&c.* and all Indentures, Deeds and Writings whatsoever, whereby or by Means whereof the said *M. B.* or any Person or Persons in Trust for him, is or are possessed of, interested in, or intitled unto; *Habendum.* **To have,** *&c.* the said, *&c.* unto, *&c.* from henceforth for and during all the Rest, Residue and Remainder of the said several and respective Terms of 99 Years, yet to come and unexpired, in as full, ample and beneficial Manner, to all Intents and Purposes as he the said *M. B.* his Executors or Administrators, might or could have held and enjoyed the same Premisses respectively, if these Presents had not been made. **Provided always, and upon this Condition nevertheless,** That if the said *M. B.* his Heirs, Executors or Administrators, or any of them, do and shall well and truly pay, *&c.* unto the said *J. N.* his, *&c.* at or in the now Dwelling-house of *J. H.* in, *&c.* the full and just Sum of 840 *l.* of, *&c.* in Manner following, *viz.* the Sum of, *&c.* on, *&c.* without any Manner of Deduction, Defalcation or Abatement, for, by reason or in respect of any parliamentary or other Taxes, Assessments or Impositions, or for or in respect of any other Cause, Matter or Thing whatsoever; that then and at any Time then after, upon the Request, and at the proper Costs and Charges in the Law of the said *M. B.* his Executors, Administrators or Assigns, shall and will transfer and assign the Premisses by these Presents assigned, free and clear, and freely and clearly acquitted and discharged of and from all and all Manner of Charges and Incumbrances, had, made, committed, done or suffered by the said *J. N.* his Executors, Administrators or Assigns, or any of them, unto or in Trust for the said *M. B.* his Executors or Assigns. **And** the said *M. B.* for himself, *&c.* doth covenant, *&c.* that both the said Indentures of Demise or Lease granted as aforesaid, to the said *J. N.* for so much of the said respective Terms of 99 Years and 99 Years in them respectively, as are not effluxed or expired, are good, valid and effectual in the Law, and not in any Manner surrendered, forfeited, avoided or made avoidable: **And also** that the said *M. B.* now hath in himself good Right, *&c.* to grant, *&c.* **And** that the said *J. N.* his Executors, Administrators and Assigns, shall and may (from and after Default made in Payment of the said Sum of 840 *l.* contrary to the Proviso or Condition herein before contained) for and during all the Rest and Residue which shall be then to come and unexpired of the said several and respective Terms of 99 Years, lawfully, peaceably and quietly have, hold, occupy,

Assignment. Parcels.

Proviso as to the Payment of the Money and re assigning the Premisses.

Covenants. Good Leases.

Good Right. Peaceable Enjoyment after Default.

occupy, poſſeſs and enjoy the ſaid, &c. herein before aſſigned, &c. **And** that free, &c. **And further,** that the ſaid *M. B.* his, &c. ſhall and will, after Default made in Payment of the Sum of 840*l.* contrary to the true Intent and Meaning of the Proviſo or Condition therein before contained, upon the reaſonable Requeſt of the ſaid *J. N.* his, &c. make, &c. (*further Aſſurances*). **And** it is hereby declared and agreed by and between the ſaid Parties to theſe Preſents, that the ſaid *M. B.* his Executors, Adminiſtrators and Aſſigns, ſhall and may, until Failure ſhall be made of or in Payment of the ſaid Sum of 840*l.* or ſome Part thereof, contrary to the true Intent and Meaning of the Proviſo or Condition aforeſaid, peaceably and quietly have, receive and take the Rents, Iſſues and Profits of the ſaid Premiſſes herein before aſſigned, or mentioned or intended ſo to be, to his and their own Uſe and Uſes, without any Let, &c. of or by the ſaid *J. N.* his Executors or Adminiſtrators; and it is declared by and between the ſaid *J. N.* and *M. B.* that the ſaid 840*l.* to be paid agreeable to the Proviſo herein before contained, and the 840*l.* by the Indenture *Quadripartite* before mentioned, made payable according to a Proviſo therein contained, are not different Sums, but one and the ſame Sum of 840*l.* and that on Payment of 840*l.* agreeable to the Proviſo herein before contained, as well the Premiſſes mortgaged by the ſaid Indenture *Quadripartite*, as the Premiſſes hereby mortgaged, ſhall be redeemed and diſcharged from all Demands by Virtue of each Mortgage or Aſſignment, or any of them: **And whereas** the ſaid *M. B.* hath inſured the Premiſſes in the *Weſtminſter* Inſurance Office for inſuring Houſes, Chambers, and all other Buildings from Loſs by Fire within the Bills of Mortality, and other Places adjacent, by two ſeveral Policies, one of them bearing Date the eighth Day of, &c. under the Hands and Seals of *T. W. T. Y.* and *J. W.* three of the Directors of the Society and Contributionſhip, and N° 4493. for the Sum of 300*l.* upon a Brick Houſe, then (and now) in the Poſſeſſion of the ſaid *M. B.* and the other of the ſaid Policies, bearing Date the 21ſt Day of *June*, &c. under the Hands and Seals of *N. M. W. C.* and *T. A.* three other of the ſaid Directors, and N° 4494. for the Sum of 300*l.* upon a Brick Houſe in the Poſſeſſion of Mr. *S.* for and during the Term of ſeven Years from the reſpective Dates of the ſaid Policies, as by the ſaid Policies, Reference to them being had, may appear: **Now** for the further and better ſecuring of the Re-payment of the ſaid Principal Sum of 800*l.* and the Intereſt thereof, he the ſaid *M. B.* **Hath** aſſigned, tranſferred and ſet over, and by theſe Preſents **Doth** aſſign, transfer and ſet over unto the ſaid *J. N.* his Executors, Adminiſtrators and Aſſigns, both the ſaid Policies of Inſurance, and the Monies by them reſpectively inſured, and which may become due and payable by the ſaid Policies, or either of them, and all the Eſtate, Right, Title, Intereſt, Claim and Demand in and to the ſame, or either of them, in any wiſe howſoever; **To have and to hold** the ſame unto the ſaid *J. N.* his Executors, Adminiſtrators and Aſſigns, to his and their own Uſe and Uſes, ſubject to the Proviſo herein before contained. **In Witneſs,** &c.

Free, &c. Further Aſſurances.

Agreement that till Default the Aſſignor ſhall enjoy,

and that the Sums in the former and this Security are the ſame, &c.

Recital that the Premiſſes are inſured.

Aſſignment of the Policies.

Or an Aſſignment of the Policies may be inſerted after Habendum, *and before the Proviſo for making void,* &c. *thus.*

And this Indenture further witneſſeth, That for the Conſiderations aforeſaid, the ſaid *A.* hath and by theſe Preſents doth aſſign, transfer and ſet over unto the ſaid *B.* his Executors, Adminiſtrators and Aſſigns, all thoſe three ſeveral Inſtruments or Policies of Inſurance N° —— dated the —— Day of —— laſt, whereby the ſaid Meſſuage or Tenements and Premiſſes are inſured from Loſs by Fire, of the *Weſtminſter* Inſurance-Office, and all the Right, Intereſt, Property, Claim and Demand whatſoever of him the ſaid *A.* of, in and to the ſaid Policies, and all Monies, Benefit and Advantage whatſoever ariſing and to ariſe by the ſaid Policies, any or either of them, and to grow due and be recoverable thereupon, or upon either of them, together with full Power and Authority for the ſaid *B.* his Executors and Aſſigns, to receive and take the ſame accordingly: **Provided always,** and theſe Preſents are upon this Condition nevertheleſs, that if the ſaid *A. &c.* that then and from thenceforth (but not otherwiſe) this preſent Indenture, and every Covenant, Clauſe and Thing herein contained, ſhall ceaſe, determine and be abſolutely void and of none Effect; any Thing herein contained to the contrary thereof in any wiſe notwithſtanding. **And,** &c. *Covenants.*

An Aſſignment of two Leaſes as a Collateral Security for Payment of an Annuity of 30*l. ſecured by a Bond of even Date.*

This Indenture, &c. **Between** *A.* of the one Part, and *B.* of the other Part. **Whereas,** &c. (*Recital of the firſt Leaſe.*) **Whereas** by one other Indenture of Leaſe, &c. **And whereas** by Virtue of ſeveral meſne Aſſignments and other good Aſſurances in Law, or otherwiſe, the herein before ſeveral recited Indentures of Leaſe, and the two Meſſuages

Recitals, *viz.* the firſt Leaſe. Second Leaſe. As to the Premiſſes being

now veſted in *A.* Meſſuages or Tenements thereby reſpectively demiſed, have been abſolutely aſſigned unto, and the ſame are now legally veſted in him the ſaid *A.* for all the Reſidue of the ſeveral Terms of Years thereby reſpectively granted, which are now therein to come and unexpired:

As to the Agreement of the Annuity to *B.* for Life. **And whereas** the ſaid *A.* (in Conſideration of the Sum of 300*l.* to be to him now paid by the ſaid *B.*) hath agreed to give, grant and pay to him the ſaid *B.* and his Aſſigns, during his natural Life, one Annuity or yearly Sum of 30*l.* clear of all Taxes and Deductions whatſoever:

As to Bond of even Date for Payment thereof. **And whereas,** for ſecuring the Payment of the ſaid Annuity to the ſaid *B.* he the ſaid *A.* by his Bond or Obligation, bearing even Date herewith, and executed immediately before theſe Preſents, is and ſtands bound unto the ſaid *B.* his Executors, Adminiſtrators and Aſſigns, in the Penal Sum of 600*l.* with Condition thereunder written, (*reciting as therein is recited*) that if the ſaid *A.* his Heirs, Executors, Adminiſtrators or Aſſigns, ſhall and do well and truly pay, or cauſe to be paid unto the ſaid *B.* and his Aſſigns, during his Life, the ſaid Annuity or yearly Sum of 30*l.* clear of all Taxes, Charges and Deductions whatſoever, on the two Feaſt-Days, and in Manner as therein and herein after mentioned, then the ſaid Bond to be void, as in and by the ſaid Bond, *&c.*

Agreement as to the preſent Aſſignment. **And whereas,** previous to the Granting the ſaid Annuity, and before the executing of theſe Preſents, he the ſaid *A.* propoſed and agreed to aſſign the Meſſuages or Tenements and Premiſſes ſo aſſigned to and now veſted in him as aforeſaid, together with the improved Rents thereof, as and for a further and better Security for Payment to him of the ſame Annuity, in ſuch Manner as herein after is for that Purpoſe mentioned and expreſſed:

Conſideration. **Now this Indenture witneſſeth,** That in Purſuance and Performance of the laſt recited Agreement, and for and in Conſideration of the ſaid Sum of 300*l.* of, *&c.* to the ſaid *A.* in Hand well and truly paid by the ſaid *B.* at or before, *&c.* (in full for the abſolute Purchaſe of ſuch Annuity ſo granted and paid, payable to him the ſaid *B.* by the ſaid Bond as aforeſaid) the Receipt of, *&c.* and to the End and Intent for better ſecuring Payment of the ſaid Annuity of 30*l.* unto the ſaid *B.* and his Aſſigns, during his Life, in ſuch Manner as herein after mentioned, and for divers other good Cauſes, *&c.* he the ſaid *A.* hath and by theſe Preſents

Demiſe and Aſſignment. Parcels. **Doth** demiſe, grant, bargain, ſell, aſſign, transfer and ſet over unto the ſaid *B.* **All** that the before mentioned corner Meſſuage, *&c.* ſituate, *&c.* with its Appurtenances, as the ſame is now in the Occupation of, *&c.* and alſo all that other Meſſuage, *&c.* and alſo all and ſingular other the Meſſuages or Tenements and Premiſſes, which in and by the ſaid ſeveral in Part recited Indentures of Leaſe were thereby reſpectively demiſed, or which by the ſaid ſeveral meſne Aſſignments thereof, or any of them, were thereby aſſigned to him the ſaid *A.* with their and every of their Appurtenances; and alſo all the Eſtate, Right, Title, Intereſt, Term of Years yet to come and unexpired, Poſſeſſion, Benefit of Renewal, Rents, Profits, Property, Claim and Demand whatſoever, either at Law or in Equity, of him the ſaid *A.* or of any Perſon or Perſons in Truſt for him, of, in or to the ſaid hereby aſſigned Meſſuages or Tenements and Premiſſes, by Virtue of the ſaid ſeveral recited Indentures of Leaſe and meſne Aſſignments thereof, any or either of them, or otherwiſe howſoever, together with the ſaid two Indentures of Leaſe, meſne Aſſignments thereon, and all and every other the Deed, Evidences, *&c.* together alſo with all Benefit and Advantage whatſoever, to ariſe or be had or made by

Benefit of two Policies. Virtue of two certain Inſtruments or Policies of Aſſurance of them, dated —— (Numbred ——) made to one —— and —— and ſince by her aſſigned to the ſaid *A.* and inſured on the firſt recited leaſed Meſſuage in a certain Fire-Office, called the Amicable Contributionſhip, or the Hand in Hand Office, whereby the Sum of —— is inſured to be paid, in caſe the ſame Meſſuage ſhall be burnt or damaged by Fire, in ſuch Manner as therein mentioned, and the other of the ſaid Policies is dated —— Numbered —— made to one *R. H.* and ſince alſo aſſigned to the ſaid *A.* and inſured on the other recited leaſed Meſſuages in the ſame Fire-Office, whereby the Sum of 150*l.* is ſecured to be paid, in caſe the ſame Meſſuage ſhall be burnt or

Habendum. damaged by Fire, in ſuch Manner as therein alſo mentioned; **To have and to hold** the ſaid Meſſuages, *&c.* and all and ſingular other the Premiſſes herein before mentioned and intended to be hereby demiſed and aſſigned, with their and every of their Appurtenances, unto the ſaid *B.* and his Aſſigns, from the Feaſt-Day of —— now laſt paſt before the Date hereof, for and during all the Reſt, Reſidue and Remainder of the ſaid ſeveral Terms of —— Years and —— Years, by the ſaid ſeveral recited Indentures of Leaſe reſpectively demiſed, and which are therein now to come and unexpired (other than and except unto the ſaid *A.* his Executors and Aſſigns, the five laſt Days of each of the ſaid Terms), and that in as full, large, ample and beneficial Manner, to all Intents and Purpoſes whatſoever, as he the ſaid *A.* could or might have had, held or enjoyed the ſame, in caſe theſe Preſents had not been made, and fully to be compleat and ended, if he the ſaid *B.* ſhall ſo long live, and the ſame Terms ſhall

Reddendum. ſo long ſubſiſt; **Yielding and paying** therefore yearly, during the Continuance of this Demiſe, unto the ſaid *A.* his Executors, Adminiſtrators or Aſſigns, the yearly Rent of one Pep-

Declaration. per-Corn only on *Chriſtmas-Day* yearly, if the ſame ſhall be lawfully demanded. **And it is hereby mutually covenanted, agreed and declared,** by and between the Parties here-

unto, for themſelves and for their reſpective Executors and Adminiſtrators, and the true Intent and Meaning of them and of theſe Preſents is and are, that the Demiſe and Aſſignment hereby made of the ſaid Meſſuages or Tenements and Premiſſes, unto him the ſaid *G. B.* and his Aſſigns, was and is to him and them ſo made for the Ends, Intents and Purpoſes, and ſubject to the Proviſo and Agreement herein after mentioned, expreſſed and declared of and concerning the ſame, (that is to ſay) In the firſt Place for the better ſecuring Payment of the ſaid Annuity or yearly Sum of 30*l.* according to the true Intent and Meaning of the Condition of the ſaid Bond, bearing even Date herewith; and for which End, Intent and Purpoſe, **It is hereby further agreed,** That it ſhall and may be lawful, to and for the ſaid *G. B.* and his Aſſigns, during his Life, to levy and yearly to take, receive and enjoy out of the Rents, Iſſues and Profits of the ſaid hereby aſſigned Meſſuages or Tenements and Premiſſes, the ſaid Annuity or yearly Sum of 30*l.* without any Deduction or Abatement whatſoever, either for Taxes Parliamentary, or any other Impoſitions, Charges or Deductions whatſoever; the ſame to be paid and payable upon the two moſt uſual half-yearly Feaſts or Days of Payment following, (that is to ſay) *Michaelmas-Day* and *Lady-Day*, by two even and equal Proportions, or within 15 Days next after each of the ſaid Feaſt-Days; the firſt of which half-yearly Payments to begin and be made, at or within 15 Days next after *Michaelmas-Day* now next enſuing the Date hereof; and to this further End, Intent and Purpoſe, **And** the ſaid *D. H.* for himſelf, his Executors, Adminiſtrators and Aſſigns, doth hereby grant and agree, to and with the ſaid *G. B.* and his Aſſigns, that in caſe and whenever, and as often as the ſaid Annuity or yearly Sum of 30*l.* or any Part thereof, ſhall at any Time be behind, &c. (*Clauſe of Entry*, &c. See Tit. **Grants.**) **And further,** in caſe Failure ſhall be made in Payment of the ſaid Annuity, at any Time during the Time aforeſaid, or in caſe the ſaid Meſſuage or Tenement at any Time during the Life of the ſaid *E. K.* ſhall happen to be uninhabited and not tenanted by the Space of —— then and as often, and in either of the ſaid Caſes, it ſhall and may be lawful, to and for the ſaid *W. H.* and *E. G.* their Executors or Aſſigns, to make one or more Mortgage or Mortgages of the ſaid Meſſuage and Premiſſes, and thereby raiſe ſo much Monies as ſhall be ſufficient to pay off and diſcharge all Arrears of the ſaid Annuity, and alſo all Coſts, Charges, Damages and Expences, to be from Time to Time occaſioned by ſuch Non-payment thereof; **And** the ſaid *D. H.* doth hereby put the ſaid *G. B.* and his Aſſigns, during his Life, in full Poſſeſſion and Seiſin of the ſaid Annuity or yearly Sum of 30*l.* by the Delivery of one Piece of Silver of 6*d.* to him the ſaid *G. B.* in the Name of Seiſin of the ſame Annuity; **And** to the Intent for better ſecuring Payment of the ſame Annuity, he the ſaid *D. H.* doth hereby direct the preſent, and all future Tenants of the ſaid hereby aſſigned Premiſſes, to pay to the ſaid *G. B.* and his Aſſigns during his Life, ſo much of their reſpective yearly Rents of the ſaid Premiſſes, when and as the ſame ſhall become payable, as ſhall be ſufficient to pay and ſatisfy to him and them the ſaid Annuity or yearly Sum of 30*l.* together with all Coſts and Charges, which ſhall or may happen touching the Non-payment thereof in Manner aforeſaid; and that the Receipts of him the ſaid *G. B.* and his Aſſigns, for all ſuch Rents to be to him ſo paid, ſhall be as good and ſufficient Diſcharges to the ſaid Tenants, as if the ſame had been actually paid to him the ſaid *D. H.* his Executors or Aſſigns: **Provided always,** and upon this Condition nevertheleſs, that if the ſaid *D. H.* his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, ſhall and do well and truly pay, or cauſe to be paid unto the ſaid *G. B.* and his Aſſigns, during his Life, the ſaid Rent or yearly Sum of 30*l.* on the two Feaſt-Days herein before mentioned and appointed for Payment thereof, or within 15 Days next after every ſuch Feaſt-day, without any ſuch Deduction or Abatement as aforeſaid, according to the true Intent and Meaning of the ſaid Bond, and of theſe Preſents; and alſo upon the Death of the ſaid *G. B.* (all Arrears of the ſame Annuity, and all Coſts and Charges touching the ſame, being firſt paid), that then the Demiſe and Aſſignment hereby made, and every Article and Thing herein contained, ſhall from thenceforth ceaſe, determine and be utterly void and of no Effect, and that then alſo the ſaid Bond of even Date herewith, ſhall be delivered up to be cancelled; any Thing herein to the contrary thereof notwithſtanding. **And** the ſaid *D. H.* for himſelf, &c. doth covenant, &c. to and with, &c. in Manner, &c. that he the ſaid *D. H.* his Heirs, Executors, Adminiſtrators or Aſſigns, ſhall and will from Time to Time, and at all Times during the natural Life of the ſaid *G. B.* well and truly pay, or, &c. unto the ſaid *G. B.* or his Aſſigns, the ſaid Annuity or yearly Sum of 30*l.* of ſuch lawful Money as aforeſaid, upon the ſaid two Feaſt-days herein before mentioned and appointed for the Payment thereof, or within 15 Days next after any or every ſuch Feaſt-days, and that without any ſuch Deduction or Abatement as aforeſaid, according to the true Intent and Meaning of the ſaid Bond and of theſe Preſents; **And alſo** that he the ſaid *D. H.* his, &c. ſhall and will from Time to Time, and at all Times during the Life of the ſaid *G. B.* pay and diſcharge as well the before mentioned Ground Rents of 7*l.* and 4*l.* 10*s.* ſo reſerved and payable for the ſaid Meſſuages and Premiſſes

for better ſecuring the Annuity.

Annuitant to receive Annuity out of Rents, &c.

In caſe of Non-payment, or the Premiſſes be untenanted, a Mortgage to be made to raiſe the Money.

Livery of Seiſin.

Direction to the Tenants.

Proviſo.

Mr. *H.* covenants, *viz.* to pay the Annuity.

To pay Ground-Rents and Taxes, &c.

miſſes as aforeſaid, as alſo all Taxes and other Duties touching the ſame, and ſhall and will ſave, keep harmleſs and indemnified the ſaid *G. B.* and his Aſſigns, of and from the ſame; To keep insured Premiſſes. **And further alſo**, that he the ſaid *D. H.* his, *&c.* at his and their own proper Coſts and Charges, ſhall and will from Time to Time, and at all Times during the Life of the ſaid *G. B.* keep inſured the ſaid hereby aſſigned Meſſuages or Tenements and Premiſſes from all Fire and Damage happening thereby, either in the Hand and Hand Office, or elſe in ſome other good and publick Fire-office for that Purpoſe; and in caſe the ſame Premiſſes, or any Part thereof, ſhall happen to be burnt down, blown up or damaged by any Fire, during the Life of the ſaid *G. B.* that then and in ſuch caſe, he the ſaid *D. H.* his Executors, Adminiſtrators and Aſſigns, ſhall and will forthwith lay out all ſuch Monies inſured, or to be inſured on the ſaid Premiſſes in the new Building, and making good all Damages ſo happening thereto by any ſuch Fire as aforeſaid. **And further**, &c. (*done no Act to incumber; that the Leaſes are good*, &c. *good Right to aſſign*); **And** that it ſhall and may be lawful, to and for the ſaid *G. B.* and his Aſſigns, during his Life, from and immediately after any Default or Breach in Payment of the ſaid Annuity of 30*l. per Annum*, contrary to the true Meaning of the ſaid Bond and of theſe Preſents, to enter upon the ſaid hereby aſſigned Meſſuages or Tenements and Premiſſes, and to receive and take the Rents, Iſſues and Profits thereof, to his and their own Uſe and Benefit, for and during, and until ſuch Time as he and they ſhall be fully paid all Arrears of the ſaid Annuity, and all Coſts and Charges touching the ſame, in Manner as aforeſaid; and that without any Let, *&c.* (*free from Incumbrance.*) **And moreover** (*further Aſſurance*).

Covenant to enter in caſe of Default, and to enjoy, *&c.* till Arrears paid.

Aſſignment from the Executrix of a ſurviving Truſtee in a Settlement of the Reſidue of a Term of 500 Years thereby created, for raiſing Portions and Maintenances for younger Children, (the Reſidue of which Portions are now paid to them by a Mortgagee) to a Truſtee for a Mortgagee in Fee, &c. *as a Collateral Security.*

THIS Indenture Quadripartite, made, *&c.* **Between** *F. B.* of, *&c. T. B.* of, *&c.* and *M. B.* of, *&c.* (which ſaid *F. B. T. B.* and *M. B.* are the three Younger Children of *J. B.* the Elder, late of, *&c.* deceaſed) of the firſt Part, *E. G.* Widow and Executrix of *T. G.* late of, *&c.* Yeoman, deceaſed, (the ſurviving Truſtee named in the Indenture of Settlement herein after mentioned) of the ſecond Part, *J. B.* of, *&c.* (Eldeſt Son and Heir of the ſaid *J. B.* deceaſed) of the third Part, and *R. B.* of, *&c.* and Sir *W. H.* of, *&c.* Bart. of the fourth Part. **Whereas** by Indentures of Leaſe and Releaſe, bearing Date reſpectively, *&c.* and made or mentioned to be made between the ſaid *J. B.* deceaſed, and *H.* his Wife, alſo deceaſed, of the one Part, and *S. H. T. L.* and *T. G.* of the other Part, in Conſideration of a Marriage thentofore had between the ſaid *J. B.* deceaſed, and the ſaid *H.* his Wife, and of the Marriage Portion of the ſaid *H.* **All** that Meſſuage, *&c.* are limited from and after the Deceaſe of the ſaid *J. B.* deceaſed, to the Uſe of the ſaid *S. H. T. L.* and *T. G.* their Executors, Adminiſtrators and Aſſigns, for the Term of 500 Years, upon the Truſts therein and herein after mentioned, with Remainder to the Uſe of the ſaid *J. B.* Party to theſe Preſents, and the Heirs of his Body, with divers Remainders over; and as for the ſaid Term of 500 Years, the ſame (ſubject in the firſt Place to the Raiſing and Payment of the yearly Sum of 20*l.* unto the ſaid *H. B.* during her Life for her Jointure, in caſe ſhe ſhould ſurvive the ſaid *J. B.* the Elder, and which by the Deceaſe of the ſaid *H.* is ſince determined) is declared to be upon Truſt out of the Rents, Iſſues and Profits of the ſaid Premiſſes, or by Sale, Demiſe or Mortgage thereof, or any Part thereof, to levy and raiſe Portions for the Daughters and Younger Sons of the ſaid *J. B.* the Elder, on the Body of the ſaid *H.* begotten, in ſuch Manner as therein and herein after mentioned, *viz.* If they ſhould have no more Iſſue than the ſaid *J. B.* Party to theſe Preſents (their Eldeſt Son) and *T. R. R. H.* and *M. B.* the Younger Sons and Daughters of the ſaid *J. B.* the Elder and *H.* his Wife, then the ſaid Truſtees ſhould raiſe 200*l.* a-piece for the ſaid *T. R. H.* and *M. B.* and in caſe the ſaid *J. B.* the Elder and *H.* his Wife ſhould have Iſſue between them five or more Children beſides their Son and Heir, then the Sum of 800*l.* to be raiſed for their Portions, to be equally divided amongſt them, and to be paid at their reſpective Ages of 21 Years, as by the ſame Indentures of Leaſe and Releaſe may more fully appear: **And whereas** ſince the Date of the ſaid recited Indenture of Leaſe and Releaſe, the ſaid *J. B.* the Elder had Iſſue by his Wife the ſaid *H.* the ſaid other Son, *viz.* the ſaid *F. B.* but the ſaid *R. B.* and *H. B.* two other Younger Children of the ſaid *J. B.* by the ſaid *H.* his Wife, are both ſince dead under the Age of 21 Years: **And whereas** the ſaid *J. B.* the Elder and *H.* his Wife are both ſince dead, leaving Iſſue the ſaid *J. B.* Party hereto, their Eldeſt Son and Heir, and the ſaid *T. B.*

Recitals, *viz.* The Settlement after Marriage.

Note; *R.* died before 21.

As to another Son being born ſince a Settlement made, and what Younger Children living.

F. B. and *M. B.* their younger Children: **And whereas** the ſaid *T. G.* ſurvived the ſaid *S. H.* and *T. L.* and the ſaid *T. G.* is ſince dead, having in his Life-time made his laſt Will and Teſtament in Writing, and thereof appointed the ſaid *E. G.* his Executrix, who ſince his Death proved the ſaid Will in common Form: **And whereas** the ſaid *T. B. F. B.* and *M. B.* have all attained the Age of 21 Years, and have reſpectively received great Part of their ſaid Portions provided for them by the Truſts of the ſaid Term of 500 Years, and there is now remaining due to them only the ſeveral Sums following, *viz.* To the ſaid *T. B.* the Sum of 100*l.* to the ſaid *F. B.* the Sum of 190*l.* and to the ſaid *M. B.* the Sum of 200*l.* **And whereas** by Indenture *Quadripartite*, bearing even Date herewith, and made or mentioned to be made between the ſaid *J. B.* Party, *&c.* and *E.* his Wife, of the firſt Part, *T. G.* of the ſecond Part, *T. G.* of the third Part, and the ſaid *R. B.* of the fourth Part; *Thereby reciting*, that the ſaid *J. B.* Party, and *E.* his Wife, *Did* in *Michaelmas* Term now laſt paſt levy a Fine of the ſaid Premiſſes unto the ſaid *T. G.* and his Heirs; and that a common Recovery was ſuffered of the ſame Premiſſes in the ſame Term, whereon the ſaid *T. J.* was Demandant, the ſaid *T. G.* Tenant, and the ſaid *J. B.* Party, and *E.* his Wife, Vouchees, who vouched the common Vouchee, in Conſideration of 1000*l.* therein mentioned to be paid by the ſaid *R. B.* unto the ſaid *J. B.* Party; *It is by the ſame Indenture agreed and declared*, that the ſaid Fine and Recovery ſo levied and ſuffered of the ſaid Premiſſes as aforeſaid, and alſo all and every other Fine, *&c.* ſuffered and executed of the ſaid Premiſſes, or any Part thereof, ſhall be and enure to the Uſe of the ſaid *R. B.* his Heirs and Aſſigns; *Redeemable nevertheleſs* upon Payment of the Sum of 1000*l.* of, *&c.* with lawful Intereſt for the ſame after the Rate of 4*l.* 10*s. per Cent. per Ann.* by the ſaid *J. B.* Party, his Heirs, Executors, Adminiſtrators or Aſſigns, unto the ſaid *R. B.* his Executors, Adminiſtrators or Aſſigns, on the ——— Day of ——— then and now next enſuing the Day of the Date hereof, as by the ſame Indenture of even Date herewith, and the ſaid Fine and Recovery, may appear. **Now this Indenture witneſſeth,** that for and in Conſideration of the Sum of 100*l.* of, *&c.* by the ſaid *R. B.* (by the Direction of the ſaid *J. B.* Party, *&c.* teſtified, *&c.*) in Hand now paid unto the ſaid *T. B.* in full Diſcharge and Satisfaction of all Portions or Sums of Money due and owing unto the ſaid *T. B.* by virtue of the ſaid Term of 500 Years, and the Truſts thereof, or otherwiſe affecting the ſaid Premiſſes, or any Part thereof; **And alſo** for and in Conſideration of the Sum of 100*l.* of like Money by the ſaid *R. B.* (by the like Direction of the ſaid *J. B.* Party hereto, teſtified as aforeſaid) in Hand now paid unto the ſaid *F. B.* by virtue of the ſaid Term of 500 Years, and the Truſts thereof, or otherwiſe affecting the ſaid Premiſſes, or any Part thereof; **And alſo** for and in Conſideration of the Sum of 200*l. &c.* (which ſaid ſeveral Sums of 100*l.* 100*l.* and 200*l.* ſo paid by the ſaid *R. B.* unto the ſaid *J. B. F. B.* and *M. B.* as aforeſaid, are Part of and included in the ſaid Sum of 1000*l.* being the Conſideration Money mentioned in the ſaid Indenture of even Date herewith) the Receipt of which ſaid ſeveral Sums of 100*l.* 100*l.* and 200*l.* the ſaid *J. B. F. B.* and *M. B.* do hereby reſpectively acknowledge, and thereof acquit, releaſe and diſcharge the ſaid *R. B.* and *J. B.* Party hereto, and each of them, their and each of their Heirs, Executrs, Adminiſtrators and Aſſigns, and every of them for ever, by theſe Preſents; **And** alſo for and in Conſideration of the Sum of 5*s.* of like Money by the ſaid Sir *W. H.* now paid unto the ſaid *E. G.* the Receipt whereof is hereby acknowledged, **She** the ſaid *E. G.* (at the Requeſt, and by the Direction of the ſaid *T. B. F. B.* and *M. B.* and alſo of the ſaid *J. B.* Party, *&c.*) and the ſaid *T. B. F. B.* and *M. B.* at the Nomination of the ſaid *R. B.* reſpectively as aforeſaid, **Have,** and each and every of them **Hath** bargained, ſold, aſſigned, transferred and ſet over, and by theſe Preſents do, and each and every of them **Doth** bargain, ſell, aſſign, transfer and ſet over unto the ſaid Sir *W. H.* his Executors, Adminiſtrators and Aſſigns, **All** and ſingular the ſaid Meſſuages, *&c.* compriſed in the ſaid Term of 500 Years, with their, *&c.* and all the Eſtate, *&c.* of them the ſaid *E. G. T. B. F. B.* and *M. B.* and every of them, of, in, to or out of the ſame Premiſſes, and every or any Part or Parcel thereof; **To have** and to hold the ſaid Meſſuages or Tenements, Lands, Hereditaments and Premiſſes, with their Appurtenances, unto the ſaid Sir *W. H.* his Executors, Adminiſtrators and Aſſigns from henceforth, for and during all the Reſt and Reſidue of the ſaid Term of 500 Years yet to come and unexpired; **In Truſt nevertheleſs** for the ſaid *R. B.* his Executors, Adminiſtrators and Aſſigns, for the further and better ſecuring the Payment of the ſaid Sum of 1000*l.* and Intereſt, according to the true Intent and Meaning of the ſaid recited Indenture *Quadripartite* of even Date herewith, and the Proviſo therein contained. **Provided always nevertheleſs,** that if the ſaid *J. B.* (Party hereto) his Heirs, *&c.* do and ſhall well and truly pay, *&c.* to the ſaid *R. B.* his, *&c.* the ſaid Sum of 1000*l.* and the Intereſt thereof, after the Rate aforeſaid, at the Time and in the Manner mentioned and expreſſed for the Payment thereof, in and by the ſaid Indenture *Quadripartite* of even Date herewith; then the ſaid *R. B.* his Heirs, Executors, Adminiſtrators or Aſſigns, ſhall and will at the Requeſt, Coſts and Charges of the ſaid *J. B.* Party, *&c.* his, *&c.* procure the ſaid Sir

As to their Father and Mother's Death.

As to Death of ſurviving Truſtee and his Executrix.

As to Younger Children now living, and what due.

As to the Mortgage of even Date.

Reciting a Fine and Recovery.

Conſideration paid, *viz.* to *T. B.* 100*l.* in full Diſcharge, *&c.*

The like to *F. B. &c.*

The like to *M. B. &c.*

Proviſo.

W. H. his, *&c.* to aſſign or ſurrender the ſaid Term of 500 Years, and the Premiſſes compriſed therein, unto the ſaid *J. B.* Party, his Heirs or Aſſigns, or ſuch Perſon or Perſons as he or they ſhall direct or appoint, free from all Incumbrances done, committed or ſuffered by the ſaid Sir *W. H.* his Executors, Adminiſtrators or Aſſigns: And, *&c.* doth hereby covenant, promiſe and agree, to and with the ſaid Sir *W. H.* his Executors, Adminiſtrators and Aſſigns, that ſhe the ſaid *E. G.* hath not done or committed any Act, Matter or Thing whatſoever, whereby or by Means whereof the ſaid Premiſſes, or any Part thereof, is, are or hereafter ſhall or may be any ways charged, impeached or incumbred in Title, Charge, Eſtate, or otherwiſe howſoever. (*The like ſeparate Covenants from* T. B. F. B. *and* M. B.) **In Witneſs**, &c.

I approve of this Draught,
April 5, 1731. *Gilbert Horſeman.*

Aſſignment of the Reſidue of a Term by Indorſement on a cancelled Mortgage as a further Security to protect a Mortgage in Fee, &c.

By Indorſement.

To all Perſons to whom theſe Preſents ſhall come, *E. H.* of, *&c.* (Widow, Relict and ſole Executrix of the laſt Will and Teſtament of the within named *H.* her late Huſband, deceaſed) ſendeth Greeting. **Whereas** the within named *A.* and *B.* made Default in Payment of the within mentioned Principal Sum of —— and Intereſt, ſecured by the within written Indenture of Mortgage to the ſaid *H.* whereby and by Reaſon of the Non-payment thereof the Eſtate and Intereſt of him the ſaid *H.* of and in the within granted and demiſed Meſſuage, *&c.* became abſolute in Law for the Reſidue of the within granted Term of 1000 Years: **And whereas** the ſaid *A.* ſome Time ſince departed this Life, having firſt by good and ſufficient Conveyances and Aſſurances in Law granted and conveyed the ſaid Mortgage, Meſſuage, *&c.* and all his Eſtate, Right, Title, Intereſt, Equity of Redemption, Claim and Demand whatſoever, of, in and to the ſame Premiſſes, unto and to the Uſe of the ſaid *B.* his Heirs and Aſſigns for ever; *Subject nevertheleſs* to the Payment of all Principal and Intereſt Monies ſo ſecured thereon as aforeſaid: **And whereas** after ſuch Conveyance made of the ſaid Meſſuages and Premiſſes unto the ſaid *B.* he the ſaid *B.* did actually pay unto the ſaid *H.* the ſaid Principal Sum of —— and all Intereſt due for the ſame, in full Diſcharge of the ſaid Mortgage, as appears by the delivering up the within written Indentures, and the cancelling thereof: **And whereas** the ſaid *H.* is ſince dead, having firſt made and duly publiſhed his laſt Will and Teſtament in Writing, and appointed her the ſaid *E. H.* Executrix thereof; and there having been no Aſſignment made by the ſaid *H.* in his Life-time of the ſaid Term of 1000 Years, and the ſaid mortgaged Premiſſes compriſed therein, in Truſt for the ſaid *B.* and his Heirs, the now Reſidue of the ſame Term and Premiſſes compriſed therein, and ſo veſted in the ſaid *H.* as aforeſaid, is now by virtue of his ſaid Will become veſted in the ſaid *E. H.* as Executrix thereof, in Truſt nevertheleſs for the ſaid *B.* his Heirs and Aſſigns: **And whereas** by Indentures of Leaſe and Releaſe, the Leaſe bearing Date the Day next before, and the Releaſe bearing even Date with this preſent Indorſement, and made or mentioned to be made between the ſaid *B.* of the one Part, and *J. D.* of, *&c.* of the other Part, in Conſideration of the Sum of 600*l.* in the ſaid Indenture of Releaſe mentioned to be, and which has been duly paid to the ſaid *B.* by the ſaid *J. D.* he the ſaid *B.* hath granted, *&c.* unto and to the Uſe of the ſaid *J. D.* his Heirs and Aſſigns, (*inter alia*) the ſaid Meſſuage, *&c.* ſubject nevertheleſs to a Proviſo in the ſaid Indenture of Releaſe contained for making void thereof, on Payment by the *B.* his Heirs, *&c.* unto the ſaid *J. D.* his Executors, *&c.* of the ſaid Sum of 600*l.* and Intereſt, on the ſeveral Days and in Manner as therein mentioned, as in and by, *&c.* **And whereas** previous to and before the lending of the ſaid Sum of 600*l.* by the ſaid *J. D.* to the ſaid *B.* it was by Counſel adviſed, and is hereby agreed, that the Reſidue of the ſaid Term of 1000 Years, and the ſaid mortgaged Premiſſes compriſed therein, and which are now veſted in the ſaid *E. H.* as aforeſaid, ſhould be by her aſſigned to *F.* of, *&c.* in Truſt in the firſt Place for the ſaid *J. D.* his Heirs, Executors and Aſſigns, as a further Security for Payment to him and them of the ſaid Sum of 600*l.* and Intereſt; and from and after Payment thereof, and ſubject thereunto, then in Truſt for the ſaid *B.* his Heirs and Aſſigns, to the Intent to protect the Inheritance of the ſame Premiſſes from and againſt all meſne Incumbrances, in ſuch Manner as herein after is in that Behalf mentioned and expreſſed: **Now know ye, and theſe indorſed Preſents witneſs**, That in Purſuance of the ſaid recited Agreement, and in Conſideration of the ſaid Sum of —— and Intereſt ſo paid by the ſaid *B.* to the ſaid *H.* in Diſ-

Diſcharge of the ſaid recited Mortgage as aforeſaid, the Receipt whereof is by her hereby acknowledged, and alſo in Conſideration of the ſaid Sum of 600*l.* ſo now lent and paid by the ſaid *J. D.* to the ſaid *B.* as aforeſaid, and for the further and better ſecuring Payment of the ſame Sum and the Intereſt thereof, and alſo for and in Conſideration of the Sum of 5*s.* of, *&c.* to the ſaid *E. H.* now paid by the ſaid *F.* the Receipt, *&c.* and for divers other good Cauſes, *&c.* **She** the ſaid *E. H.* (at the Requeſt, and by the Direction and Appointment of the ſaid *B.* and at the Nomination of the ſaid *J. D.* teſtified reſpectively by their ſigning and executing of theſe Preſents): **And alſo** the ſaid *B.* **Have**, and each of them **Hath** aſſigned, transferred and ſet over, and by, *&c.* unto the ſaid *F.* his Executors, *&c.* **The** ſaid within mentioned Meſſuage, *&c.* **And** the Reverſion, *&c.* **And** all the Eſtate, *&c.* **To have**, &c. to the ſaid *F.* his Executors, *&c.* **In Truſt nevertheleſs** in the firſt Place for the ſaid *J. D.* his Heirs, Executors and Aſſigns, ſubject nevertheleſs to the aforeſaid Proviſo contained in the ſaid Indenture of Releaſe bearing even Date herewith, for the making void thereof on Payment of the ſaid Sum of 600*l.* and Intereſt; and from and after Payment thereof, and ſubject thereunto, then in Truſt, and to and for the only Benefit of the ſaid *B.* his Heirs and Aſſigns, and to be aſſigned and diſpoſed of as he or they ſhall at any Time in that Behalf direct or appoint; and in the mean Time to attend, wait upon and go along with the Reverſion, Freehold and Inheritance of the ſaid Premiſſes.

An Aſſignment of Leaſehold Premiſſes as a further Security for Money recovered by Bail againſt the Aſſignor by a Judgment on a Bond of Indemnity, the Bail being damnified.

THIS Indenture, made, *&c.* **Between** *F. R.* of, *&c.* (Daughter of *B. R.* of, *&c.*) of the one Part, and *W. L.* of, *&c.* of the other Part. **Whereas** Sir *W. C.* of, *&c.* Bart. by his Indenture of Leaſe bearing Date on or about the 14th of, *&c.* in Conſideration of ——— therein mentioned to be to him paid by *J. W.* of, *&c.* did demiſe, leaſe, grant, limit and appoint unto the ſaid *J. W. &c. All* that, *&c.* (*Except* as therein is excepted) *To hold* the ſaid Premiſſes (except as aforeſaid) unto the ſaid *J. W.* his Executors, *&c.* from, *&c.* for and during the full and whole Term of 99 Years, fully to be compleat and ended, if *J. W.* Son of *J. W. &c. A. B.* and *C.* or any or either of them ſhould ſo long live, *At* the yearly Rent of —— payable Quarterly, and under divers Covenants and Agreements in the ſaid recited Leaſe reſerved and contained, on the Leſſee's Part to be paid and performed in ſuch Manner as therein mentioned: **And whereas** by Indenture of Truſt or Defeaſance, bearing Date on or about the 15th of, *&c.* and made between the ſaid *F. R.* and *B. R.* of the one Part, and the ſaid *J. W.* (the Father) of the other Part, (reciting therein the herein before recited Leaſe) and further reciting, that the ſaid *J. W.* (Party thereto) had before the Granting the ſaid Leaſe contracted and agreed with the ſaid *F. R.* for the Purchaſe of an Annuity of 30*l.* clear of all Rates, *&c.* by and out of the ſaid Meſſuage, *&c.* payable Quarterly, from, *&c.* then laſt paſt, for and during ſo many Years of the ſaid Term of 99 Years as the ſaid *J. W.* the Son ſhould live, for the Sum of ——— payable as therein and herein after mentioned; and that the aforeſaid Leaſe was granted to the ſaid *J. W.* the Father, (by the Direction and Conſent of the ſaid *F. R.* for the better ſecuring the effectual Payment of the ſaid Annuity of 30*l.* clear of all Rates and Taxes as aforeſaid), *It is witneſſed*, that in Conſideration of the Sum of 200*l.* therein paid to the ſaid *F. B.* by the ſaid *J. W.* the Father, which Sum, together with the therein before mentioned Sum of 95*l.* paid by the ſaid *J. W.* to the ſaid Sir *W. C.* as the Conſideration for granting of the ſaid Leaſe, (making together the ſaid Sum of ——) is therein mentioned to be in full for the Purchaſe of the ſaid Annuity: And it is by the ſame Indenture concluded, granted, ſignified, declared and agreed upon by and between the ſaid *J. W.* and *F. B.* that the aforeſaid Leaſe was ſo granted to and taken by the ſaid *J. W.* his Executors and Aſſigns, in Truſt, and to the Intents and Purpoſes therein and herein after expreſſed, and to and for no other Truſt, Intent or Purpoſe whatſoever, *viz. In Truſt*, and to the Intent and Purpoſe that the ſaid *J. W.* his Executors and Aſſigns, ſhould in the firſt Place raiſe and levy out of the Rents, Iſſues and Profits of the ſaid leaſed Premiſſes, to and for his and their own Uſe and Benefit, one Annuity, *&c.* to be paid to him and them Quarterly from, *&c.* for and during ſo many Years of the ſaid Term of 99 Years as he the ſaid *J. W.* the Son ſhould happen to live; the firſt Payment thereof to begin and be made on —— then next enſuing, free and clear of and from all Rates, Taxes, Reparations, and all other Out-goings and Payments whatſoever for or on Account of the ſame Premiſſes; and from and after Raiſing and Paying of the ſaid Annuity in Manner as aforeſaid, and ſubject thereunto, then *In Truſt* to pay to, or permit and ſuffer her the ſaid *F. R.* her Executors and Aſſigns, to receive and take all the clear Surplus of the Rents, Iſſues and Profits of the ſaid

Recital as to a Chattel Leaſe for 99 Years, if three Lives ſo long live,

Deed of Truſt or Defeaſance, (reciting the Leaſe and Agreement for the Purchaſe of an Annuity of 30*l.*) whereby ſaid Annuity is to be paid, *&c.*

said Premisses, to her and their own Use and Benefit, for and during so many Years of the said Term as he the said *J.W.* the Son should happen to live; and from and after the Decease of the same *J.W.* in case he should happen to die during the said Term of 99 Years, then *In Trust* that he the said *J.W.* Party thereto, his Executors, Administrators and Assigns, should convey and assign all the then Residue of the said Term of 99 Years unto the said *F.B.* her Executors, Administrators and Assigns, to and for her and their own Use and Benefit; any Thing in the said Indentures contained to the contrary thereof in any wise notwithstanding, as in and by the several in Part recited Indentures, Relation, *&c.* **And whereas** the said Messuage, *&c.* are now let to *S.S.* of, *&c.* for a certain Term of Years, at and under the yearly Rent of 55*s.* or thereabouts: **And whereas** the said *W.L.* at the special Instance and Request of the said *B.R.* and of —— his Son, became Bail for the said *B.R.* at the Suit of *R.* in an Action of Debt for the Sum of 200*l.* or some such Sum, in his Majesty's Court of *K.B.* at *W.* in which Action the said *R.* obtained Judgment against the said *B.R.* and the said *B.R.* not satisfying the said Judgment, nor surrendering in Discharge of his Bail, by Means whereof the said *W.L.* as Bail for the said *B.R.* in the said Action, was compelled to pay, and did on or about —— actually and *bona fide* advance and pay to the said *R.* the full Sum of —— being what remained due on the said Judgment: **And whereas** the said *B.R.* on —— was justly indebted to the said *W.L.* in the full Sum of —— and for securing Payment thereof he the said *B.R.* and the said *C.* his Son, by their Bond or Obligation bearing Date on about —— became bound to the said *W.L.* in the penal Sum of of 200*l.* with a Condition thereunder written for indemnifying the said *W.L.* for and upon Account of his becoming Bail for the said *B.R.* **And whereas** the said *W.L.* being damnified as aforesaid, did on or about the —— cause the said *C.* to be arrested in an Action brought against him by the said *W.L.* for the Penalty of the said Bond; and thereupon the said *C.* and the said *F.R.* his Sister agreed to confess a Judgment to the said *W.L.* for the Sum of 200*l.* besides Costs of Suit, for and as a Security for securing to the said *W.L.* the Payment of the said 67*l.* by him paid or secured to be paid to the said *R.* as aforesaid, and also the said Sum of —— (the Debt) with Interest thereof, due from the said *B.R.* to the said *W.L.* as aforesaid, as also the Costs of Suit in the said Action against the said *C.* with Interest; and they the said *C.* and *F.R.* on or about —— duly executed a Warrant of Attorney to confess such Judgment, and the said *C.* was thereon discharged of the said Action: **And whereas** a Judgment was accordingly obtained and entered up against them the said *C.* and *F.R.* at the Suit of the said *W.L.* for the said Sum of 200*l.* besides Costs of Suit, in his Majesty's Court of *K.B.* at *W.* as of *H.* Term now last past, as by the Record thereof, Relation being thereto had, may more fully appear: **And whereas** on the Date hereof there is justly and *bona fide* due and owing to the said *W.L.* on the said Judgment, for Principal Money, Interest and Costs, in the whole the full Sum of 119*l.* **Now this Indenture witnesseth,** that for the further and better securing the Payment of the said Sum of 119*l.* and Interest unto the said *W.L.* his Executors, *&c.* and for 5*s.* paid to *F.R.* by said *W.L.* she the said *F.R.* grants, bargains and sells to the said *W.L.* his Executors, *&c.* **All** that the said herein before mentioned Messuage or Tenement, Lands, Hereditaments, and all and singular other the Premisses which in and by the said recited Indenture of Lease were demised, or meant or intended to be demised to the said *J.W.* in Manner as aforesaid, *cum pertinen'*, and the Reversion, *&c.* and all the Estate, Right, Title, Interest, Use, Trust, Property, Term and Terms of Years, Claim and Demand whatsoever, either at Law or in Equity, of her the said *F.R.* or of any Person or Persons in Trust for her, or to or for her Use or Benefit of, in, to or out of the said hereby assigned Premisses, or any Part or Parcel thereof, by virtue of the said recited Indentures, or either of them, together with the said Indenture of Lease, and the said Indenture of Trust or Defeasance; **To hold** the said Messuage, *&c.* and all and singular other the hereby assigned, or meant or intended to be hereby assigned Premisses, *cum pertinen'*, unto the said *W.L.* his Executors, *&c.* from henceforth, for and during all the Rest and Residue of the said Term of 99 Years, now to come and unexpired, if they the said *J.W.* the Son, *B.* and *C.* or any or either of them, shall so long live, and that in as full, large, ample and beneficial Manner, as she the said *F.B.* would or might have held, received or enjoyed the same, in case these Presents had not been made; **Subject nevertheless** in the first Place to the Payment of the said yearly Rent of 18*s.* and to the Covenants and Agreements in the said recited Lease reserved and contained, and which from henceforth on the Lessee's Part are to be paid and performed; and also subject to the Payment of the said Annuity of 30*l.* *per Ann.* clear of all Taxes and Deductions whatsoever, unto the said *J.W.* the Father, and his Assigns, during the natural Life of the said *J.W.* the Son, in Manner as aforesaid, and subject to the Proviso herein after mentioned touching the Redemption of the said Premisses: And for the more effectual securing Payment of the said Sum of 119*l.* and the Interest thereof, unto the said *W.L.* his Executors, *&c.*

As to Premisses being let.

As to *L.* becoming Bail.

As to a Debt due from *B.R.* to *L.*

As to a Warrant of Attorney given, and a Judgment obtained thereon by *L.*

As to what due to *L.* for Principal, Interest and Costs.

Consideration

Assignment.

Habendum.

Subject, *&c.*

Direction.

the ſaid *F. R.* doth hereby direct and appoint the ſaid *J. W.* the Father, his Executors, *&c.* (after deducting out of the ſaid yearly Rent of 55*l.* the ſaid Annuity of 30*s.* ſo payable to him in Manner as aforeſaid, and all Taxes and Charges touching the ſame; and alſo of the ſaid yearly Rent of 18*s.* ſo reſerved to the Leſſor of the Premiſſes as aforeſaid) to pay all the Surplus of the ſaid yearly Rent of 55*l.* and all and every other Rent and Rents due or to grow due for the ſaid Premiſſes, or any Part or Parts thereof, unto the ſaid *W. L.* his Executors, *&c.* from henceforth for and during and until ſuch Time only as the ſaid Principal Sum of 119*l.* together with legal Intereſt for the ſame, and all Coſts and Charges touching the Recovering and Receiving thereof, ſhall be to him and them fully paid and ſatisfied; and that the Receipts of him the ſaid *W. L.* his Executors, *&c.* during the Time aforeſaid, for all ſuch ſurplus Rent or other Rent, ſhall be as good, effectual and ſufficient Diſcharges to the ſaid *J. W.* and to all other Perſons who are or ſhall be liable to pay the ſame. **Provided always,** and it is hereby agreed and declared by and between the Parties hereto, and the true Intent and Meaning of them, and of theſe Preſents is, that if the ſaid *F. R.* her Executors, *&c.* ſhall and do well and truly pay or cauſe to be paid unto the ſaid *W. L.* his Executors, *&c.* the ſaid Sum of 119*l.* of, *&c.* together with legal Intereſt for the ſame, on —— without making any Deduction or Abatement whatſoever, either for Taxes Parliamentary, or otherwiſe howſoever, then and from thenceforth the Aſſignment hereby made, and every Article, Matter and Thing herein contained, ſhall from thenceforth ceaſe, determine, and be abſolutely void and of none Effect; and that then alſo he the ſaid *W. L.* his Executors, *&c.* ſhall deliver up to the ſaid *F. R.* her Executors, *&c.* the ſaid recited Deed of Truſt, executed by the ſaid *J. W.* the Father, ſafe, whole and uncancelled, (Caſualty of Fire excepted) and ſhall then alſo deliver up to her or them the ſaid recited Bond to be cancelled, and ſhall then alſo acknowledge Satisfaction upon the Record of the ſaid Judgment ſo obtained by the ſaid *W. L.* as aforeſaid; this Indenture or any Thing, *&c.* notwithſtanding. **And** the ſaid *F. R.* for herſelf, her Executors and Adminiſtrators, and every of them, doth covenant, *&c.* to and with, *&c.* that the ſaid *F. R.* her, *&c.* ſhall and will well and truly pay, *&c.* unto the ſaid *W. L.* his, *&c.* the ſaid Sum of 119*l.* with the Intereſt thereof, on the Day, and in ſuch Manner as the ſame in and by the above mentioned Proviſo is appointed to be paid, according to the true Intent and Meaning thereof, and of theſe Preſents. **And,** &c. (*Done no Act*, &c. *Quiet Enjoyment on Default, and for further Aſſurance, ſee before, and Tit.* **Covenants.**) **In Witneſs,** &c.

Proviſo that if the Money be paid, this Deed to be void.

Aſſignee covenants, viz. To pay the Money.

XXV. Of Leaſes, as counter Securities.

An Aſſignment of two Leaſes, one in Poſſeſſion, the other in Reverſion, to indemnify an Obligor on Account of his being bound with another for his proper Debt.

THIS Indenture, made, *&c.* **Between** *A.* of the one Part, and *B.* of the other Part. **Whereas** *C.* of, *&c.* by his Indenture of Leaſe bearing Date, *&c.* for the Conſideration therein mentioned, *Did* demiſe, *&c.* unto the ſaid *A. &c.* **All** that Wharf, *&c.* but with and under ſuch Exceptions as therein mentioned and expreſſed of and concerning the ſaid Premiſſes; **To hold** the ſaid Premiſſes unto the ſaid *A.* his Executors, *&c.* for and during the Term of —— Years, to commence from *Lady-day*, which will be in the Year, *&c.* (being therein mentioned to be the Time of Expiration of a former Leaſe made of the ſame Premiſſes granted by —— deceaſed, to —— alſo deceaſed) at and under the yearly Rent of —— payable Quarterly, in Manner as therein mentioned: **And whereas** the ſaid *C.* by one other Indenture of Leaſe bearing Date the 26th of, *&c.* (for the Conſideration therein mentioned) *Did* demiſe and to Farm let unto the ſaid *A. &c.* **All** that the ſaid Wharf, *&c.* (except as in the Indenture of Leaſe now reciting is excepted); *To hold* the ſaid Premiſſes unto the ſaid *A.* his Executors, *&c.* from *Lady-day*, which will be in the Year 1747, (being therein mentioned to be the Time when the herein firſt recited Indenture of Leaſe will expire) for and during the full Term of 17 Years, at and under the yearly Rent of —— payable, *&c.* as in and by the ſaid ſeveral in Part recited Indentures of Leaſe, Relation, *&c.* **And whereas** the ſaid *A.* together with the ſaid *B.* (at the ſpecial Inſtance and Requeſt, and for and on the Behalf of the ſaid *A.* and as and for his proper Debt) by their Bond or Obligation bearing Date the Day next before the Day of the Date hereof, are and ſtand jointly and ſeverally bound unto *D.* of, *&c.* in the penal Sum of 500*l.* with Condition thereunder written, that if they the ſaid *A.* and *B.* or either of them, their or either of their Heirs, Executors or Adminiſtrators, ſhall and do well and truly pay unto the ſaid *D.* his Executors,

Recitals of Leaſes.

Of a Bond.

&c. the full Sum of 250 *l.* of, &c. together with lawful Intereſt for the ſame, on the —— Day of —— which will be in the Year, &c. then the ſaid Obligation to be void, otherwiſe to
Conſideration. remain in full Force, as by the ſaid Bond may appear: **Now this Indenture witneſſeth,** that for the indemnifying and ſaving harmleſs the ſaid *B.* his Heirs, Executors and Adminiſtrators, of, from and againſt Payment of all and every Sum and Sums of Money which he or they ſhall or may expend for or on Account of his the ſaid *B.*'s being bound with the ſaid *A.* in the ſaid recited Bond to the ſaid *D.* and of all Coſts and Damages to be by him the ſaid *B.* ſuſtained touching the ſame, and as a Security for the ſame, and for and in Conſideration of the Sum of 5*s.* to the ſaid *A.* by the ſaid *B.* now paid, &c. he the ſaid *A.* hath
Parcels. bargained, ſold, aſſigned, transferred and ſet over, and by, &c. unto the ſaid *B.* **As well** the ſaid two ſeveral recited Indentures of Leaſe, as alſo the ſaid Wharf, &c. and all the
Habendum. Eſtate, &c. **To have,** &c. the ſaid Indentures of Leaſe, Wharf, &c. and all and ſingular other the Premiſſes hereby aſſigned, or mentioned or intended ſo to be, with their and every of their Appurtenances, (except as in the ſaid Indentures of Leaſe are excepted) unto the ſaid *B.* his Executors, &c. from henceforth, for and during all the Reſt and Reſidue of the ſaid Term of 15 Years, by the ſaid firſt recited Indenture of Leaſe granted, which is now to come and unexpired, and for and during the full and whole Term of 27 Years, by the ſaid ſecond recited Indenture of Leaſe granted, commencing as aforeſaid, and that in as full, &c.
Subject, &c. *Subject* nevertheleſs to the ſeveral Rents, Covenants, Conditions and Agreements in the ſaid recited Indentures of Leaſe reſerved and contained, and alſo ſubject to the Proviſo herein
Proviſo that if the Aſſignor pays the Money and indemnifies the Aſſignee, this Aſſignment to be void. after contained, *viz.* **Provided always,** and theſe Preſents are upon this Condition, and it is hereby agreed and declared by and between the Parties hereto, and their true Intent and Meaning is, that in caſe he the ſaid *A.* his Heirs, Executors or Adminiſtrators, ſhall and do well and truly pay or cauſe to be paid unto the ſaid *B.* his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of 250*l.* and the Intereſt thereof, on the Day, and in Manner, and according to the Condition of the ſaid recited Bond, and in full Diſcharge thereof; and alſo in caſe the ſaid *A.* his Heirs, Executors or Adminiſtrators, ſhall and do in the mean Time, and at all Times hereafter, well and ſufficiently ſave, defend, keep harmleſs and indemnified the ſaid *B.* his Heirs, Executors and Adminiſtrators, and his, their and every of their Real and Perſonal Eſtates, of, from and againſt all and all Manner of Actions, Suits, Coſts, Charges, Expences and Damages whatſoever, both at Law and in Equity, which ſhall or may at any Time ariſe, fall or happen to him, them, any or either of them, for, by Reaſon, Means, or on Account of his the ſaid *B.*'s entring into, or being Surety with or bound with the ſaid *A.* in the ſaid Bond as aforeſaid; then and from thenceforth the Aſſignment hereby made of the ſaid Premiſſes, and every Covenant, Matter and Thing herein contained, ſhall be void and
Covenant to pay the Money, and indemnify, &c. of no Effect; any Thing, &c. **And** the ſaid *A.* for himſelf, &c. doth hereby covenant to and with the ſaid *B.* his, &c. in Manner, &c. that he the ſaid *A.* his, &c. ſhall and will well and truly pay, &c. unto the ſaid *D.* his, &c. the ſaid Sum of 250*l.* and the Intereſt thereof, according to the true Intent and Meaning of the Condition, and in Diſcharge of the ſaid Bond; **And** that he the ſaid *A.* his Heirs, Executors and Adminiſtrators, ſhall and will at all Times well and ſufficiently ſave, keep harmleſs and indemnified the ſaid *B.* his Heirs, Executors and Adminiſtrators, of and from Payment of the ſame, in Manner as aforeſaid:
Further Aſſurance. **And further,** that he the ſaid *A.* his, &c. (at any Time immediately after Default by him or them made in Payment of the ſaid Sum of 250*l.* and the Intereſt thereof, or of any Part thereof, to the ſaid *D.* his, &c.) ſhall and will upon the reaſonable Requeſt, &c. make, &c.
Peaceable Enjoyment till Default. (*Further Aſſurance.*) **And laſtly,** it is hereby mutually agreed and declared by and between the ſaid Parties, that until ſuch Time as a Breach or Failure ſhall be made in the Performance of the above written Proviſo, it ſhall and may be lawful to and for the ſaid *A.* his Executors, &c. peaceably and quietly to have, hold, uſe, occupy, poſſeſs and enjoy the ſaid Meſſuage, &c.

XXVI. Of Legacies.

An Aſſignment by one Reſiduary Legatee to another, on dividing their Legacy of mortgaged Premiſſes, which are Part of the ſaid Legacy.

By Indorſement on the Mortgage.

Whereas the within named *J. P.* made his laſt Will and Teſtament in Writing, bearing Date, &c. and did conſtitute his Sons *J.* and *W. P.* Executors thereof, and did give unto them, or the Survivor of them, all the Reſt and Reſidue of his Perſonal Eſtate, after

after his Debts, Legacies and Funeral Expences are diſcharged, and did not thereby ſpecifically give or deviſe the within mentioned Security to any Perſon, but the ſaid *J.* and *W. P.* the Sons became intitled thereunto as Reſiduary Legatees, who have agreed amongſt themſelves that, upon the Diviſion of the Reſiduary Part of the ſaid Teſtator's Perſonal Eſtate, the ſaid *J. P.* ſhall have to his own Uſe and Benefit excluſive of his ſaid Brother *W.* the within mentioned Security, and all Intereſt to grow due for the ſame, from *Lady-day* now next enſuing: **Now know all Perſons by theſe Preſents,** that in Purſuance of the ſaid Agreements, **He** the ſaid *W. P.* **Hath** aſſigned and transferred, releaſed, quit-claimed and confirmed, and by theſe Preſents **Doth,** &c. unto the ſaid *J. P.* his Brother, his Executors, Adminiſtrators and Aſſigns, **The** within written Mortgage and Security, and the within mentioned Manor, and all and ſingular the within mentioned Meſſuages, Lands, Tenements and Hereditaments, and all the Eſtate, Right, Title, Intereſt, Truſt, Term and Terms of Years, Claim or Demand whatſoever in Law or Equity of him the ſaid *W. P.* of, in, unto or out of the ſame Premiſſes; **To have and to hold** the ſame Premiſſes unto the ſaid *J. P.* his Executors, Adminiſtrators and Aſſigns, for and during all ſuch Eſtate or Eſtates, Term or Terms of Years, as the ſaid *J. P.* the Teſtator was intitled unto at the Time of his Deceaſe, or which the ſaid *W. P.* could challenge or demand in caſe theſe Preſents had never been made, together with all ſuch Intereſt as ſhall grow due upon the ſame Security from *Lady-day* next enſuing. (W. P. *covenants with* J. P. *that he hath not incumbred*, &c.)

An Aſſignment of a Legacy from the Legatees to the ſole ſurviving Executor and Truſtee in Conſideration of the Money being paid, containing an Authority to raiſe the ſame, purſuant to the Will.

Know all People by theſe Preſents, that I *H. T.* of, *&c.* Gent. younger Son of Sir *R. T.* of, *&c.* Bart. deceaſed, for and in Conſideration of the Sum of 1000*l.* of, *&c.* to me in Hand paid by *G. D.* of, *&c.* Eſq; the ſole ſurviving Executor and Truſtee, of and in the laſt Will and Teſtament of my ſaid Father, the Receipt whereof I do hereby acknowledge, and thereof, *&c.* **Have** granted, aſſigned and transferred, and by theſe Preſents **Do,** *&c.* unto the ſaid *G. D.* his Executors, Adminiſtrators and Aſſigns, **The** Sum of 1000*l.* of, *&c.* given, limited or appointed to me, in and by the laſt Will and Teſtament in Writing of my ſaid Father, and all my Right, Title, Truſt, Claim and Demand, of, in, to or out of the ſame Sum of 1000*l.* given, limited or appointed to me, in or by the ſame Will; **To have,** hold, receive and take the ſame Sum of 1000*l.* hereby granted and aſſigned, or intended to be hereby granted or aſſigned unto the ſaid *G. D.* his Executors, Adminiſtrators and Aſſigns, to his and their own Uſe and Benefit, without giving any Account to me, my Executors or Adminiſtrators for the ſame; **And** for the Conſiderations aforeſaid, I do hereby authoriſe and impower the ſaid *G. D.* his Executors or Adminiſtrators, by Mortgage, Sale, or otherwiſe, as by the ſaid Will is directed, to raiſe out of the Eſtate late of my ſaid Father, the ſaid Sum of 1000*l.* ſo given to me by the laſt Will and Teſtament of my ſaid Father, and to receive and retain the ſame to the proper Uſe and Benefit of him the ſaid *G. D.* his Executors, Adminiſtrators or Aſſigns, without giving any Account for the ſame, to me, my Executors or Adminiſtrators; **And** I the ſaid *H. T.* for myſelf, my Heirs, Executors and Adminiſtrators, do hereby covenant, promiſe and agree, to and with the ſaid *G. D.* his Executors and Adminiſtrators, that I the ſaid *H. T.* have not made any other Grant or Aſſignment of the ſaid Sum of 1000*l.* intended to be hereby granted and aſſigned, or made, done or ſuffered any other Act, Matter or Thing whatſoever, whereby to releaſe, extinguiſh or diſcharge my Right or Title to the ſame by Virtue of my ſaid Father's Will. **In Witneſs,** &c.

Drawn by Mr. *Webb.*

Aſſignment of a Legacy for Payment of Monies lent, and for Board, Lodging and Apparel, and for all further Sums to be lent and paid for carrying on and defending a Cauſe in Chancery, &c.

This Indenture, &c. **Between** *E. M.* late of, *&c.* of the one Part, and *G. H.* of the *Middle-Temple*, *London*, Gent. of the other Part. **Whereas** *R. M.* of, *&c.* Recitals. Father of the ſaid *E.* made his laſt Will, *&c.* bearing Date, *&c.* and thereby directed his A Will. Lands and Perſonal Eſtate to be diſpoſed of amongſt his three Children, *viz. R. M.* the ſaid *E. M.* and *M. M.* the Son and Daughters of the ſaid *R.* and directed 200*l.* to be paid thereout

Necessaries found, out to the said *E. M.* **And whereas** the said *E. M.* for the Space of 18 Months last past, hath been provided with Meat, Drink and Apparel, at the proper Charge and Expence of the

What is due to the Assignee. said *G. H.* **And whereas** there is now due and owing to the said *G. H.* from her the said *E. M.* on that particular Account, and for Money lent unto her the said *E. M.* by the said *G. H.* the Sum of 27*l.* 10*s.* of, *&c.* exclusive of the several Sums due to him the said *G. H.* from her the said *E.* for his Fees and Disbursements, on his Application in and about the Recovery of the said Sum of 200*l.* and in and about a Suit commenced in the High Court of Chancery

Retainer. against the said *R. M.* and others concerning the said 200*l.* **And whereas** the said *E. M.* hath retained the said *G. H.* as her Solicitor in the said High Court of Chancery, to prosecute

Consideration. the said Suit, and procure the Payment of the said 200*l.* **Now this Indenture witnesseth,** That the said *E. M.* for and in Consideration of the said Sum of 37*l.* 10*s.* and in Consideration also of the Sum of 5*s.* of, *&c.* to her, *&c.* by, *&c.* at, *&c.* the Receipt, *&c.* **Hath**

Assignment. bargained, sold, assigned and set over, and by, *&c.* **Doth,** *&c.* unto the said *G. H.* his Executors, Administrators and Assigns, **All** and singular the aforesaid Legacy and Sum of 200*l.* so as aforesaid bequeathed and directed to be paid unto her by Virtue of the said Will of the said *R. M.* together with all the Property, Claim and Demand of the said *E. M.* of,

Habendum. in and to the same, and every Part and Parcel thereof; **To have and to hold** the said bargained Premisses, Sum and Sums of Money as aforesaid, unto the said *G. H.* his Executors,

In Trust. Administrators and Assigns, as his and their own proper Goods and Chattels for ever, **In Trust,** to and for the Use, Intent and Purpose herein after mentioned and expressed concern-

Letter of Attorney. ing the same; **And** the said *E. M.* by these Presents doth nominate, *&c.* the said *G. H.* his, *&c.* her true, *&c.* to prosecute the said Suit, and to defend all other Suit and Suits hereafter to be brought and commenced concerning the said 200*l.* and in the Name of her the said *E. M.* to ask, *&c.* the said Sum of 200*l.* and the Interest thereof, and all and every the Cost and Costs, and other Sum and Sums of Money whatsoever, which shall at any Time hereafter become due and payable by Means or Reason thereof; and also for her, *&c.* one or more Discharge, *&c.* to the said *R. M.* and all other Person or Persons in any wise interested or concerned therein, the Executors and Administrators of them, and every of them, and in general

How the Money shall be applied. to act, do and perform for the said *E. M.* and in her Name, all, *&c.* **Provided always,** and the true Intent and Meaning of these Presents is, that the said several Sum and Sums of Money to be received by Virtue of these Presents, shall be applied as follows, *viz.* in the first Place to pay unto him the said *G. H.* his, *&c.* as well the said several Sums of 37*l.* 10*s.* and 5*s.* before mentioned, as also all such other Sum and Sums of Money, which he the said *G. H.* shall hereafter at any Time advance, lay out or expend for the Support and Maintenance of the said *E. M.* and also all such Sums of Money as are already due, or hereafter shall become due to the said *G. H.* for his Fees and Disbursements in the recovering of the said Money, and in the prosecuting the said Suit already commenced, and in the prosecuting and defending all and every other Suit and Suits to be commenced, for and against the said *E. M.* her Executors and Administrators, concerning the said 200*l.* or otherwise, and after Payment of the same, then to pay the Residue thereof to the said *E. M.* her Executors, *&c.* according to the true

Covenant that the Money is not received, *&c.* Intent and Meaning of these Presents. **And** the said *E. M.* for herself, *&c.* covenants, *&c.* to and with the said *G. H.* his, *&c.* by, *&c.* that she the said *E. M.* hath not received the said 200*l.* nor shall or will receive, release or discharge the same, or any Part thereof, or any Action or Suit, Process or Proceedings in Law or Equity, that is, are or shall at any Time hereafter be commenced or prosecuted for Recovery thereof, or otherwise concerning the same, without the special Licence and Consent of the said *G. H.* his, *&c.* in Writing under his or

And to do any further Act, *&c.* their Hands for that Purpose first had and obtained; **And** that she the said *E. M.* her, *&c.* shall and will at any Time or Times hereafter, upon the reasonable Request of the said *G. H.* his, *&c.* make, give and execute unto him the said *G. H.* all such further Power, Authorities and Assurances for the better assuring the Premisses, and to enable him to demand, recover and receive the same for the Purposes aforesaid, as by the said *G. H.* his, *&c.* **In Witness,** &c.

An Assignment of a Money Legacy for securing 400 l. *and Interest.*

This Indenture, &c. **Between** *J. S.* of, *&c.* and *E.* his Wife, (which said *E.* was one of the Daughters of *R. G.* late of, *&c.*) of the one Part, and *E. H.* of, *&c.*

Recitals, *viz.* As to the Legacy of 800*l.* given by the Father's Will, and charged on Part of his Spinster, of the other Part. **Whereas** the said *R. G.* in and by his last Will and Testament, bearing Date, *&c. did* thereby *(inter alia)* give, devise and bequeath to his Daughter *L. G.* and to her Heirs for ever, **All** his Messuages, *&c. subject* to the Payment of 800*l.* which he gave to the said *E.* now Wife of the said *J. S.* (by the Name and Description of his Daughter *E*) to be paid within seven Years next after his Decease, with Interest half-yearly at 4*l. per Cent.*

Cent. per Ann. free from all Taxes in the mean Time for the same: **And whereas** the said *R. G.* departed this Life on or about, *&c.* without revoking or altering his said last Will and Testament: **Now this Indenture witnesseth,** That for and in Consideration of the Sum of 500*l.* of, *&c.* in Hand, *&c.* to the said *J. S.* by the said *E. G.* at, *&c.* the Receipt, *&c.* they the said *J. S.* and *E.* his Wife, **Have,** and each of them **Hath** granted, bargained, sold, assigned, transferred and set over, and by these Presents **Do,** and each of them **Doth** fully and absolutely grant, *&c.* unto the said *E. G.* her Executors, Administrators and Assigns, **The** said Legacy or Sum of 800*l.* so as aforesaid given and bequeathed unto the said *E.* Wife of the said *J. S.* and charged upon the said Messuages, *&c.* at *E. T.* herein before mentioned by the said Will of the said *R. G.* and all the Benefit thereof, and all Sum and Sums of Money now due, owing or payable for the Interest thereof; and also all the Estate, *&c.* of them the said *J. S.* and *E.* his Wife, or either of them, of, in, to or out of the said Legacy or Sum of 800*l.* and the Interest thereof, by virtue of the said recited Will of the said *R. G.* or otherwise howsoever; **To have and to hold,** ask, demand, receive, take and enjoy the said Legacy or Sum of 800*l.* herein before mentioned and intended to be hereby assigned, and all the Interest thereof, unto and by the said *E. G.* her Executors, Administrators and Assigns, from henceforth, unto her and their own proper Use and Benefit for ever, and that in as full, *&c.* **And,** &c. (*Letter of Attorney, and a Proviso that if the Money be paid at the Times limited, this Assignment to be void.*) **And** the said *J. S.* for himself, *&c.* doth covenant, *&c.* that he the said *J. S.* his, *&c.* shall, *&c.* pay, *&c.* unto the said *E. G.* her, *&c.* the said Sum of 500*l.* and Interest for the same as aforesaid, on the Days, and in such Manner and Form as the same in and by the said Proviso herein before contained is mentioned, limited and appointed to be paid, according to the true Intent and Meaning thereof and of these Presents; **And** that they the said *J. S.* and *E.* his Wife, or one of them, at the Time of the Sealing and Delivery of these Presents, are well and truly intitled to the said Legacy or Sum of 800*l.* and to have and receive the same, and the Interest thereof, pursuant to the said recited Will of the said *R. G.* **And** that they, or one of them, now have or hath in him, her or themselves, good Right, full Power, and lawful and absolute Authority to assign over the said Legacy or Sum of 800*l.* and the Interest thereof, unto the said *E. G.* her Executors, Administrators and Assigns, in Manner and Form aforesaid; **And** that if Default shall happen to be made, of, or in Payment of the said Sum of 500*l.* and Interest as aforesaid, or any Part thereof, contrary to the Intent and Meaning of the said Proviso and Agreement herein before for that Purpose contained; that then and at all Times then after it shall and may be lawful, to and for the said *E. G.* her Executors, Administrators and Assigns, peaceably and quietly to receive, take, have and enjoy the said Legacy or Sum of 800*l.* and all Sum and Sums of Money, which shall be then due for the Interest thereof, to her and their own proper Use and Benefit, without any Let, *&c.* of the said *J. S.* and *E.* his Wife, their Executors, Administrators or Assigns, or of any other Person or Persons whatsoever: **And further,** that they the said *J. S.* and *E.* his Wife, their, *&c.* shall and will from Time to Time, and at all Times from and after Default shall happen to be made in Payment of the said Sum of 500*l.* and Interest as aforesaid, or any Part thereof, (contrary to the true Intent and Meaning of the said Proviso) upon the Request of the said *E. G.* her Executors, Administrators or Assigns, do, perform and execute, all and every such further and other Acts, Deeds, Matters and Things whatsoever, for the better assigning and enabling her the said *E. G.* her Executors, Administrators and Assigns, to recover and receive the said Legacy or Sum of 800*l.* and the Interest thereof, as by the said *E. G.* her Executors, Administrators or Assigns, or her or their Counsel learned in the Law, shall be reasonably devised or advised and required. **In Witness,** &c.

Real Estate, the Estate sold for 3500*l.* As to Testator's Death. Consideration. Assignment. Premisses. *Habendum.* Covenant to pay the 500*l.* Intitled to the Legacy; good Right to assign, and in case of Default to receive Legacy peaceably. Further Assurance.

A collateral Security, whereby several Money Legacies (subject to Mortgages made thereof), are assigned as a further Security upon three Judgments and a new Bond, &c. wherein a stated Account with mutual general Releases, &c. subject to a Proviso, &c. to vacate Judgments, and not to take out any Process thereon in the mean Time.

This Indenture, &c. **Between** *C. F.* of, *&c.* Esq; (Administrator of the Goods and Chattels, Debts and Credits of *R. E.* late of, *&c.*) of the one Part, and *H. L.* of, *&c.* of the other Part. **Whereas** *H. N.* late of *A.* in the Kingdom of *France*, Esq; deceased, did by his last Will and Testament in Writing, bearing Date, *&c.* (amongst other Legacies and Bequests) give and bequeath the several Legacies or Sums of Money, unto the several Persons therein and herein after named, *viz.* unto his Nephew *G. N.* the Legacy or Sum of 1000*l.* unto his Nephew *H. N.* the Sum of 500*l.* unto his Nephew *A. N.* the Legacy or Sum of 500*l.* and unto his Niece *D. N.* the Legacy or Sum of 500*l.* together with

Recitals, *viz.* As to several Legacies given by the Will of *H. R.* to several Persons, and their Wills and Assignments and Mortgages thereof.

As to three Judgments obtained by Assignee against Assignor.

As to a new Bond from Assignee with another Person to assign for better securing Payment of the Sum now due to him.

with Interest for the said several Legacies, after the Rate of 4*l. per Cent. per Ann.* until the respective Times of Payment thereof; (*recite several Assignments and Mortgages of the said several Legacies, whereby some of them became vested in the said Mr.* E. *and that Mr.* F. *had assigned some of them to several Mortgagees for securing several Sums of Money*): **And whereas** the said *H.L.* obtained the Judgment against the said *C.F.* in his Majesty's Court of Common Pleas at *Westminster*, as of, *&c.* in an Action of Debt upon Bond, for the Sum of 1400*l.* the Penalty of the said Bond, besides Costs of Suit; (*recite two other Judgments obtained by* L. *against* F. *by Bond for* 1001. *and* 5071.) as in and by the said several Judgments remaining as of Record in the said Court, Relation being to them respectively had, may more at large appear: **And whereas** for better securing Payment of the said several Principal Sums of Money, and the Interest thereof now due from the said *C.F.* to the said *H.L.* as aforesaid, he the said *C.F.* together with *M.N.* of, *&c.* by their Bond or Obligation, bearing Date, *&c.* are and stand jointly and severally bound unto the said *H.L.* in the penal Sum of 1200*l.* conditioned for the Payment unto the said *H.L.* his Executors, *&c.* of the Sum of 600*l.* on the several Days, and in Manner as therein mentioned, as by the said Bond, *&c.*

As to a general stated Account of even Date, between Assignor and Assignee, and what now due to him on Balance thereof.

And whereas upon a general Account this Day made up, settled and stated, by and between the said *C.T.* and *H.L.* as well of and concerning the several Principal Sums of Money, Interest, Costs and Charges now due and secured unto the said *H.L.* by virtue of the said several recited Judgments; as also of all other Debts, Transactions and Dealings between him and the said *C.F.* it appears upon the Balance thereof, that there is now due and owing from the said *C.T.* to the said *H.L.* the Sum of —— as by the said Account bearing even Date herewith, and signed by them the said *C.T.* and *H.L.* may appear:

As to General Releases given by each Party.

And whereas before the Signing the said stated Account, they the said *C.F.* and *H.L.* in Pursuance of an Agreement between them for that Purpose, have executed unto each other General Releases also bearing even Date with, and executed immediately before these Presents, in one of which Releases, the said *C.F.* hath remised, *&c.* unto the said *H.L.* his, *&c.* all and all Manner of Actions, Suits and Demands whatsoever, both at Law and in Equity, for or by Reason of any Transactions, Dealings, Accounts, Reckonings, Agreement and Agreements whatsoever, had, made or agreed unto, by and between him and the said *C.F.* or for, by Reason or on Account of any other Matter, Cause or Thing whatsoever from the Day of the Date thereof, in such Manner as therein is mentioned, and in and by the said other General Releases, the said *H.L.* hath thereby remised, *&c.* to the said *C.F.* his, *&c.* all, *&c.* from the Day of the Date of the same Release, save and except as to all Principal and Interest Monies now due and to become due from the said *C.F.* to the said *H.L.* by virtue of the said three several Judgments and last recited Bond, together with all Costs, Charges and Damages touching the Recovering and Receiving thereof, as by the said General Releases may appear:

Judgments and Bond excepted.

As to previous Agreement for assigning Legacies as a collateral Security.

And whereas previous to the Signing of the said stated Account, and Executing of the said General Releases, it was mutually agreed between the said *C.F.* and *H.L.* in Manner as follows, *viz.* That the said three recited Judgments so obtained by the said *H.L.* against the said *C.F.* as aforesaid, together with the said last recited Bond, should stand and remain as a Security for Payment of the said Sum of —— *l.* so now due to the said *H.L.* as aforesaid, together with all Interest now due and from henceforth to become due for the same, and also of all Costs and Charges touching the Recovering and Receiving thereof; and that he the said *C.F.* as a further Security for Payment of the same, should assign unto the said *H.L.* the said several herein before recited Legacies, (subject nevertheless to the several herein before recited Securities made thereof as aforesaid) in such Manner as herein after is mentioned; in Consideration whereof he the said *H.L.* agreed, that he on Payment to him of the said Sum of —— *l.* and the Interest thereof, and of all Costs and Charges touching his Recovering and Receiving the same, to re-assign the said several Legacies, and to acknowledge Satisfaction upon Record of the said several Judgments, and that he the said *H.L.* in the mean Time would not take out any Execution, or other Process upon all or any of the said Judgments in such Manner as herein after is also mentioned:

First Consideration being Assignor's Assignment of the Legacies, *&c.*

Now this Indenture witnesseth, that the said *C.F.* (in Pursuance and Performance of his Part of the said recited Agreement, and for better securing Payment of the said Sum of 708*l.* 17*s.* 5*d.* and the Interest thereof, unto the said *H.L.* his, *&c.* and also for and in Consideration of the Sum of 10*s.* of, *&c.* to the said *C.F.* in Hand paid by the said *H.L.* at, *&c.* the Receipt, *&c.* and for divers, *&c.*) **Hath** granted, *&c.* and by, *&c.* the said *C.F.* doth fully, freely, clearly and absolutely grant unto the said *H.L.* his Executors, Administrators and Assigns, **All** those the said several herein before mentioned and recited Legacies, given, devised and bequeathed in and by the said respective Wills of them the said first herein named *H.N. G.N.* and *A.N.* or any of them, unto the several Persons herein before mentioned, or which was or were assigned unto, or otherwise become vested in him the said *R.E.* together with all Interest Monies now due or owing, and which shall hereafter become or grow due, for or in respect of the said several Legacies or Sums

Sums of Money hereby assigned, or intended to be assigned, or any of them, or any Part thereof, and also all the Right, Title, Interest, Power and Equity of Redemption, Trust, Property, Claim and Demand whatsoever of him the said *C. F.* of, in and to the said several hereby assigned Legacies or Sums of Money, or any of them, or any Part or Parcel therof; (**Subject nevertheless** to the said several herein before mentioned and recited Mortgages or Assignments thereof, so far as the same affect or concern the said hereby assigned Premisses, or any Part thereof; **To have and to hold,** receive, take and enjoy, all and singular the herein before mentioned and intended to be hereby assigned Legacies and Premisses, unto the said *H. L.* his, *&c.* from thenceforth, as and for his and their own proper Monies and Effects for evermore; (**Subject nevertheless** to the Proviso or Agreement herein after contained for the Redemption of the said herein before assigned Legacies); **And** the said *C. F.* doth hereby give and grant unto the said *H. L.* his, *&c.* full Power and Authority by all lawful Ways and Means, and by due Course of Law or Equity, at the sole and proper Cost and Charges of him the said *C. F.* his, *&c.* to proceed or sue for the Recovery, and compel Payment of the said several hereby assigned Legacies or Sums of Money, and the Interest thereof, or any of them, or of any Part or Parcel thereof, and upon Receipt and Payment thereof, or of any Part thereof, to make and give Acquittances or other Discharges for the same, as Occasion shall require, and whatsoever shall be so recovered and received, to retain and keep to his and their own Use and Behoof, as his and their own proper Estate; (**Subject nevertheless** in Manner as aforesaid.) **And this Indenture further witnesseth,** that in further Pursuance and Performance of the said recited Agreement, and for better securing Payment of the said Principal Sum of 708*l.* 17*s.* 5*d.* together with Interest thereof, and of all Costs and Charges touching and concerning the same, unto the said *H. L.* his Executors, Administrators and Assigns, it is hereby agreed and declared, by and between the said Parties hereto, that the said herein before recited several Judgments and last recited Bond, shall stand, remain, and be as a Security, as well for Payment of the said Sum of 708*l.* 17*s.* 5*d.* and the Interest thereof, together with all Costs and Charges touching the Recovering and Receiving the same, in such Manner, and subject to the acknowledging Satisfaction upon the said Judgments, and the Delivering up the last recited Bond, in such Manner as herein after is mentioned and expressed: **Provided always,** and it is hereby agreed and declared, by and between the said Parties to these Presents, and the said *H. L.* for himself, *&c.* doth hereby covenant, *&c.* to and with the said *C. F.* his, *&c.* that if he the said *C. F.* his, *&c.* shall and do well and truly pay, *&c.* unto the said *H. L.* his, *&c.* at or in his now Dwelling-House, situate, *&c.* the said Sum of 708*l.* 17*s.* 5*d.* of, *&c.* by six half-yearly Payments, in Manner as follows, (that is to say) *&c.* together with Interest for the same several and respective Sums, until the respective Times of Payment thereof, after the Rate of 5*l. per Cent. per Ann.* and together also with all Costs and Charges touching the Recovering and Receiving thereof, and that without any Manner of Deduction or Abatement for Taxes Parliamentary or other Charges or Assessments whatsoever or howsoever, that then the Assignment herein before made of the said several Legacies, shall be absolutely void and of none Effect; and that then also he the said *H. L.* his Executors, Administrators or Assigns, (at the Costs and Charges of the said *C. F.* his, *&c.*) shall and will acknowledge Satisfaction upon Record of the said several Judgments, or do any other lawful Act to vacate and discharge the same, as by the Counsel of the said *C. F.* his Heirs, Executors or Administrators, shall in that Behalf be reasonably advised or required; and that then also he the said *H. L.* his, *&c.* shall deliver up to the said *C. F.* his, *&c.* the said last recited Bond to be cancelled; any Thing, *&c.* **And,** &c. (*Mr.* F. *covenants to pay the Money as before mentioned, and that he nor* R. E. *have not assigned,* &c. *save as before mentioned, but that the Legacies are due,* &c. *good Right, further Assurance.*) **And this Indenture further witnesseth,** that the said *H. L.* in Pursuance and Performance of his Part of the said recited Agreement, and in Consideration of the said Sum of 708*l.* 17*s.* 5*d.* and the Interest thereof, and of all Costs and Charges to be to him paid by the said *C. F.* in Manner as aforesaid, doth for himself, his Executors, Administrators and Assigns, covenant, promise and agree, to and with the said *C. F.* his Heirs, Executors and Administrators, in Manner as follows; (that is to say) That he the said *H. L.* his Executors, Administrators or Assigns, (on full Payment to him and them by the said *C. F.* his Executors, Administrators or Assigns, of the said Sum of 708*l.* 17*s.* 5*d.* together with Interest for the same, and of all Costs and Charges touching the same, on the several Days and in Manner as aforesaid) shall and will, at the Request and Charge of the said *C. F.* his Executors, Administrators or Assigns, re-assign unto him or them, or to such other Person or Persons as he or they shall direct or appoint, the said herein before recited and assigned several Legacies or Sums of Money, and the Interest thereof; and also that he the said *H. L.* his Executors, Administrators or Assigns, shall not, nor will take out any Extent, Execution or other Process whatsoever, upon all or any of the said Judgments, until such Time as Default or Failure shall be made

Subject to Securities made thereof.

Habendum.

Short Letter of Attorney.

Subject, &c.

Second Consideration, Declaration as to the Judgments.

Proviso,

to be void,

and then to acknowledge Satisfaction on Record on said Judgments.

Third Consideration; Mr *L.* covenants, *viz.* to re assign said Legacies, *&c.*

Not to take out any Process, *&c.* until Default in Payment of either of the six Sums,

and on full Payment to acknowledge Satisfaction on said Judgments.

made in Payment of all, any or either of the said six several Payments of the said Sum of 708*l.* 17*s.* 5*d.* and the Interest thereof, in Manner as aforesaid; and lastly that he the said *H. L.* his Executors, Administrators or Assigns, on full Payment to him and them of the said Sum of 708*l.* 17*s.* 5*d.* and the Interest thereof, together with all Costs and Charges touching the same in Manner as aforesaid, shall and will at the like Costs and Charges of the said *C. F.* his Heirs, Executors or Administrators, acknowledge Satisfaction upon the Record of the said several recited Judgments, or do any other legal Act to vacate the same, as by him or them, or his or their Counsel learned in the Law, shall in that Behalf be reasonably advised or required. **In Witness**, &c.

Assignment of a Legacy (depending on the Determination of a Decree in Chancery, which had been assigned to the Assignees of a Commission of Bankruptcy, and by them afterwards assigned in Trust for the Bankrupt, upon Condition, &c.) *from a Bankrupt and his Trustee, to a Mortgagee for securing* 450 l. *and Interest.*

This Indenture Tripartite, &c. **Between** *W. L.* of the first Part, *E. E.* of the second Part, and the Honourable *C. C.* of the third Part. **Whereas** by Indenture *Tripartite*, dated 29 *November* last, *A. B.* and *C.* (Assignees and Creditors of the said *W. L.*) and the several other Creditors of the said *W. L.* executing the said Indenture, of the first Part, the said *W. L.* of the second Part, and the said *E. E.* of the third Part; whereby, after reciting therein (*inter alia*) that a Commission of Bankruptcy had been awarded against the said *W. L.* and that he by the Commissioners therein named had been declared a Bankrupt; and that his Estate had been assigned to the Assignees, in Trust for themselves and other the said Creditors; and that by two Deeds of Dividend therein mentioned recited, the said several Creditors of the said *W. L.* had been out of his Estate and Effects respectively paid the Sum of 6*s.* in the Pound, in Part of their several Debts in a Schedule thereunder written mentioned; and that he had proposed and agreed to pay each of them the further Sum of 2*s.* 6*d.* in the Pound in full of their respective Debts; and further reciting, that there was a Cause then depending in the High Court of Chancery, wherein the said Assignees of the said Creditors were Plaintiffs, and the said *W. L.* and *M.* his Wife, and others therein named, Defendants, touching a Legacy of 600*l.* given by the Will of *J. H.* Esq; to the said *M. L.* and that the said *M.* on the first of *July*, &c. appearing in the said Court, and being there examined, did declare she was desirous the said 600*l.* Legacy should be paid to the Plaintiffs the Assignees, to be by them distributed amongst her Husband's Creditors; but it being doubtful whether the said Court would decree the same to be paid to the said Creditors, or settled upon the said *M.* therefore the said Creditors, in Consideration of the said further Sum of 2*s.* and 6*d.* in the Pound, to be to them respectively paid and secured to be paid by the said *W. L.* did agree to accept of the same in full of their respective Debts; *It is witnessed*, that the said *W. L.* in Pursuance of this Agreement, did thereby covenant to pay to each of his said Creditors the said further Sum of 2*s.* 6*d.* in the Pound, on a Day therein mentioned; and that the same should be secured to be to them so paid, in Manner as therein and herein after mentioned; in Consideration whereof, and of the said 6*s.* in the Pound, so paid as aforesaid, they the said Creditors, and every of them, agreed to accept of the said further Sum of 2*s.* 6*d.* in the Pound, in full Discharge of their several Debts; and that on Payment thereof, to give such Release and Discharge for the same unto the said *W. L.* in Manner as therein also mentioned: *And it is further witnessed*, that for securing Payment of the said Sum of 2*s.* 6*d.* in the Pound, and for other the Considerations therein mentioned, they the Assignees of the said Creditors (by and with the Consent and Direction of the said other Creditors, and of the said *W. L.* testified as therein mentioned) did sell and assign unto the said *E. E. As well* the said Legacy of 600*l.* as also all the Effects, Goods and Chattels whatsoever then due and belonging to the Estate of the said *W. L.* which had not been got in and received by the said Assignees; *To hold* the same unto the said *E. E.* his Executors and Assigns from thenceforth, together with a full Power for the said *E.* to receive and discharge the said 600*l.* Legacy; *Nevertheless upon the Trusts* following, *viz. Upon Trust* (in case the said *W. L.* should not, before the Time therein mentioned, pay unto every one of his said Creditors, the said 2*s.* 6*d.* in the Pound) that then he the said *E. E.* or his Assigns, should by, with and out of the hereby assigned Premisses (after his and their Charges deducted) pay the Residue thereof, when received, unto the Assignees and other Creditors, in Manner as therein expressed; and in case he the said *W. L.* should, on or before the Time aforesaid, pay to his said Creditors the said further Sum of 2*s.* 6*d.* in the Pound; then upon further Trust, that he the said *E. E.* should assign the said Monies and Premisses unto the said *W. L.* his Executors and Assigns, in Manner as therein also expressed; *In which Indenture is contained a Proviso*, that if the said *W. L.* should not pay to his said Creditors,

ditors, the ſaid further Sum of 2*s.* 6*d.* in the Pound, at the Time and in Manner aforeſaid, then every Covenant and Thing therein contained for the Benefit of the ſaid *W. L.* ſhould be void; as in and by the ſaid in Part recited Indenture, executed by the ſaid Aſſignees and other Creditors, Relation being thereunto had, may more fully appear: **And whereas** ſince the executing of the ſaid recited Indenture, he the ſaid *W. L.* hath actually paid unto the ſaid Aſſignees, and other his Creditors who have executed the ſame Indenture, the ſaid further Sum of 2*s.* 6*d.* in the Pound, amounting in the whole to the Sum of 400*l.* and upwards, in full Diſcharge of their reſpective Debts, mentioned and ſet forth in the ſaid Schedule thereunder written; by Virtue whereof he the ſaid *W. L.* is now intereſted in and intitled unto the ſaid Legacy of 600*l.* and all other the Eſtate and Effects ſo aſſigned to the ſaid *E. E.* upon the Truſts aforeſaid: **And whereas** by an Indorſement written upon the Back of the ſaid recited Indenture (which Indorſement bears Date the Day next before the Date hereof) they the ſaid Aſſignees and other the Creditors of the ſaid *W. L.* who have executed the ſaid recited Indenture (in Conſideration of the ſaid further Sum of 2*s.* 6*d.* in the Pound, ſo to them reſpectively paid as aforeſaid; and alſo in Purſuance of the within written and herein before mentioned Agreement and Covenant) *Have* ſeverally and reſpectively releaſed and abſolutely diſcharged the ſaid *W. L.* his Executors and Adminiſtrators, of and from all Debts, Dues and Demands whatſoever from him to them reſpectively due and owing, in ſuch Manner as therein mentioned; as by the ſame Indorſement by them duly executed, Relation being thereunto alſo had, more at large may appear: **And whereas** the ſaid Sum of 400*l.* ſo mentioned to be paid by the ſaid *W. L.* to his Creditors as aforeſaid, was the proper Monies of the ſaid *C. C.* and the ſame was by him at the Requeſt of the ſaid *W. L.* advanced, lent and paid for the Purpoſe aforeſaid; and previous to the lending thereof, he the ſaid *W. L.* propoſed and agreed, that the Legacy of 600*l.* and all other his Eſtate and Effects ſo aſſigned to the ſaid *E. E.* in Truſt, and now belonging to the ſaid *W. L.* as aforeſaid, ſhould be aſſigned to the ſaid *C. C.* for ſecuring Re-payment to him of the ſaid Sum of 400*l.* and of the further Sum of 50*l.* by him the ſaid *C. C.* to the ſaid *W. L.* now lent and paid (making together the Sum of 450*l.*) together with Intereſt for the ſame, in ſuch Manner, and ſubject as herein is in that Behalf mentioned and expreſſed; **Now this Indenture witneſſeth,** that in Conſideration of the ſaid Sum of 450*l.* by him the ſaid *C. C.* ſo lent and paid to the ſaid *W. L.* as aforeſaid, the Receipt, *&c.* and alſo for and in Conſideration of the Sum of 5*s.* of, *&c.* to the ſaid *E. E.* now paid by him the ſaid *C. C.* the Receipt whereof is by him hereby acknowledged, and for ſecuring Repayment of the ſaid ſeveral Sums of 400*l.* and 50*l.* (making together the aforeſaid Sum of 450*l.* and of the Intereſt thereof) he the ſaid *E. E.* (at the ſpecial Inſtance and Requeſt, and by the Direction and Appointment of the ſaid *W. L.* teſtified by his being a Party to and executing of theſe Preſents) and alſo he the ſaid *W. L.* (in Purſuance of ſaid Agreement) **Have** and each of them **Hath** bargained, ſold, aſſigned, transferred and ſet over, and by theſe Preſents **Do** and each of them **Doth**, *&c.* unto the ſaid *C. C.* **As well** the ſaid Legacy or Sum of 600*l.* **As alſo** all the Debts, Effects, Goods, Chattels, and all other the Eſtate and Premiſſes, which in and by the ſaid in Part recited Indenture were by the ſaid Aſſignees aſſigned to the ſaid *E. E.* upon the Truſts aforeſaid; **And** all the Right, Intereſt, Property, Truſt, Benefit, Advantage, Claim and Demand whatſoever, both at Law and in Equity of them the ſaid *E. E.* and *W. L.* or of either of them, of, in, to or out of the ſaid hereby aſſigned Legacy of 600*l.* and other the Premiſſes by Virtue of the ſaid recited Indenture, or otherwiſe howſoever; **Together** with the ſame Indenture, and together alſo with all Benefit and Advantage whatſoever to be had or made, by Virtue of any Decree to be made, had or obtained, in or by the ſaid Court of Chancery, touching the ſaid Legacy of 600*l.* **To have, hold,** receive, take and enjoy the ſaid Legacy of 600*l.* and all and ſingular other the herein before mentioned and intended to be hereby aſſigned Premiſſes, unto and to and for the only Uſe and Benefit of the ſaid *C. C.* his Executors, Adminiſtrators and Aſſigns from henceforth, as and for his and their own proper Monies, Goods and Chattels for evermore, and that in as full, large, ample and beneficial Manner, to all Intents and Purpoſes whatſoever, as they the ſaid *E. E.* and *W. L.* or either of them, their or either of their Executors or Adminiſtrators, may, can, might, could or ought to have had, held, received or enjoyed the ſame, in caſe theſe Preſents had not been made (ſubject nevertheleſs to the Proviſo herein after contained,) *viz.* **Provided always** and upon this Condition, that if the ſaid *W. L.* his Executors, Adminiſtrators or Aſſigns, ſhall and do well and truly pay, or cauſe to be paid unto the ſaid *C. C.* his, *&c.* the ſaid Sum of 450*l.* of, *&c.* together with lawful Intereſt for the ſame, on the 12th Day of *February* now next enſuing the Date hereof, without any Deduction for Taxes Parliamentary, or otherwiſe howſoever, then and from thenceforth the Aſſignment hereby made, and every Thing herein contained, ſhall be void and of no Effect; that then he the ſaid *C. C.* his Executors or Aſſigns, ſhall at the Requeſt and Charge of the ſaid *W. L.* his Executors, Adminiſtrators or Aſſigns, aſſign all and ſingular the

As to the Monies being the proper Monies of Mortgagee, and that before lending thereof, Mortgagor propoſed the 600*l.* ſhould (*inter alia*) be aſſigned as a Security for Repayment thereof.

Conſiderations.

Aſſignment.

Habendum.

Proviſo.

said hereby assigned Premisses, unto the said *W. L.* his Executors, Administrators and Assigns, or as he or they shall direct or appoint; any Thing, &c. **And** the said *W. L.* for himself, his Executors or Administrators, doth hereby covenant with the said *C. C.* his, &c. that he the said *W. L.* his, &c. shall and will well and truly pay, or cause to be paid unto the said *C. C.* his, &c. the said Sum of 450*l.* together with lawful Interest for the same on the Day herein before mentioned and limited for Payment thereof, without any Deduction whatsoever in Discharge of the last mentioned Proviso, and according to the true Intent and Meaning thereof and of these Presents. **And lastly,** the said *E. E.* (*Trustee covenants that he has done no Act*, &c.) **In Witness,** &c.

Covenant to pay the Monies.

XXVII. Of a Library.

An Assignment of a Library, which (inter alia) *was before assigned as a Security for Money owing on a Bond and Judgment; by the original Owner, and the Executor of the former Assignee, to a Purchasor.*

To all, &c. *A. A.* of, &c. and *B. A.* of, &c. sole acting Executor of, &c. of *C. C.* of, &c. deceased, send Greeting. **Whereas** the said *A. A.* for better securing the Payment of the Sum of 1000*l.* Principal Money, and lawful Interest for the same, to the said *C. C.* her, &c. which he owed her upon Bond and Judgment, *Did* grant, &c. unto her the said *C. C.* her, &c. (amongst other Things) a Library or Collection of Books: **And whereas** the said Sum of 1000*l.* Principal Money, or any Part thereof, not being paid to the said *C. C. D. D.* of, &c. did in or about, &c. contract and agree with the said *A. A.* and *C. C.* for the absolute Purchase of the Books herein after mentioned to be hereby bargained, &c. for the Sum or Price of 4000*l.* of, &c. comprising all or the greatest Part of the said Library or Collection of Books so granted, &c. to the said *C. C.* as aforesaid: **And whereas** the said *C. C.* and *A. A.* or one of them, in Pursuance of the said recited Contract, did on or about, &c. deliver, or cause to be delivered to him the said *D. D.* or to some Person or Persons on his Behalf, the Books so purchased by him as aforesaid; and the said *D. D.* upon the Delivery of the said Books aforesaid, did with the Consent and Privity, and by the Order of the said *A. A.* pay unto the said *C. C.* the Sum of 200*l.* in Part of the said Purchase Money, towards Satisfaction of her said Debt of 1000*l.* and Interest, the Payment of which said Sum of 200*l.* accordingly they the said *A. A.* and *B. A.* do hereby acknowledge: **And whereas** before any legal Assignment of the said Books was made to the said *D. D.* the said *C. C.* departed this Life, having first duly made her last Will and Testament in Writing, and thereof constituted the said *B. A.* and one *E E.* Executors, but the said *B. A.* alone hath proved the said Will, and taken upon him the Execution thereof: **Now know ye,** that in Pursuance and Performance of the said recited Agreement, and for and in Consideration of the Sum of 200*l.* of, &c. (Residue and in full Payment of the said Sum of 400*l.* Purchase Money) to the said *B. A.* in Hand paid by the said *D. D.* at, &c. with the Privity and Consent, and by the Order and Direction of the said *A. A.* testified, &c. towards further Satisfaction of the said Debt of 1000*l.* and Interest, the Receipt and Payment of which last mentioned Sum of 200*l.* they the said *B. A.* and *A. A.* do hereby acknowledge, and thereof, &c. *And* in Consideration of the Sum of 5*s.* of like Money to the said *A. A.* in Hand paid by the said *D. D.* at, &c. the Receipt, &c. **He** the said *B. A.* at the Request, and by the Direction and Appointment of the said *A. A.* testified as aforesaid, **And also the** said *A. A.* **Have,** and each of them **Hath** given, granted, bargained, sold and assigned, and by, &c. **Do,** and each of them **Doth** give, &c. to the said *D. D.* his, &c. **All** the Books so delivered to him the said *D. D.* or to some Person or Persons on his Behalf as aforesaid, and all their and either of their Right, Title or Interest in and to the same, or any and every Part or Parcel thereof; **To have and to hold** and enjoy the said Library of Books, and other the hereby bargained, sold and assigned Premisses, and every of them, and every Part or Parcel thereof, unto the said *D. D.* his, &c. to and for his and their own Use and Benefit absolutely and for ever, and as his and their own proper Goods and Chattels. (*A Warranty, and Covenants may be added.*) **In Witness,** &c.

Recitals.

A. A. for securing Money owing assigned a Library to *C. C.*

Money not paid.

Contract by *D. D.* with *A. A.* and *C. C.* for the Purchase.

Delivery to *D. D.* who paid Part of Purchase Money.

Death of Testatrix before any legal Assignment made.

The Consideration.

XXVIII. Of Lights.

An Assignment of the Benefit of Lights and of a (a) Deed of Covenant, whereby the same is granted by the Landlord of adjacent Houses.

By Indorsement on the said Deed.

TO all Persons, &c. the within named *F. P.* sendeth Greeting. Whereas by Indenture of Assignment bearing even Date with, and executed immediately before this present Indorsement, and made between the said *F. P.* of the one Part, and *W. H.* of, *&c.* of the other Part, (*Reciting* as therein is recited) and in Consideration of the Sum of, *&c.* therein mentioned, and which has been truly paid to the said *F. P.* by the said *W. H. She* the said *F. P. Hath* assigned and set over unto the said *W. H.* the within mentioned Messuage or Tenement, with its Appurtenances, called the *Sugar Loaf*, together with the Indenture of Lease thereof, and all her Estate, *&c. To hold* to the said *W. H.* his, *&c.* for the Residue of a Term of 15 Years, by the said Indenture of Lease granted, and now to come therein, as in, *&c.* Relation, *&c.* And whereas, previous to and before the making of the said Assignment of the said Lease and Premisses comprised therein, it was agreed between the said *F. P.* and *W. H.* that all Benefit and Advantage whatsoever touching the Enjoyment of the within mentioned several Lights, should be assigned to the said *W. H.* in such Manner as herein after mentioned: Now these indorsed Presents witness, that in Pursuance of the said Agreement, and for the Consideration in the said recited Indenture of Assignment mentioned, she the said *F. P.* Hath assigned, transferred and set over, and by these Presents Doth assign, *&c.* unto the said *W. H.* his Executors, Administrators and Assigns, The within mentioned and granted Liberty, Benefit and Advantage of peaceable Possession, and of quiet Holding and Enjoying the said several Lights into the within mentioned Ground called *New Court*, for and during all the Residue of the within granted Time or Term of Years now to come therein, and that in as full, large and beneficial Manner, as all or any of the said Lights, now, late or theretofore have been held, used and enjoyed by the said *F. P.* or any other Occupiers of the said Premisses, called the *Sugar Loaf*, or as fully and amply to all Intents and Purposes whatsoever, as she the said *F. P.* her Executors or Administrators, by Virtue of the within written Covenant from the within named *F. S.* could or might have held or enjoyed the same in case these Presents had not been made, together with all Benefit and Advantage whatsoever to be had or made of the same Covenant, in case of any Breach made thereof by the said *F. S.* his Heirs or Assigns. And the said *F. P.* for herself, her Executors and Administrators, doth hereby covenant with the said *W. H.* his Executors, Administrators and Assigns, that she the said *F. P.* hath not, nor shall or will at any Time hereafter make, do, commit, or willingly suffer any Act, Matter or Thing whatsoever, whereby or by Means whereof the said hereby assigned Premisses, or any Part, Benefit or Advantage thereof, are or is, or shall or may be in any wise prejudiced, released or discharged, in any Manner howsoever. In Witness, &c.

XXIX. Of Lottery Tickets and Orders.

An Assignment of Lottery Tickets and Orders as Security for Money due on a Bond.

THIS Indenture made, &c. Between *T. M.* of, *&c.* of the one Part, and *J. P.* of, *&c.* of the other Part. Whereas in and by one Bond or Obligation bearing even Date herewith, the said *T. M.* stands bound unto the said *J. P.* in the penal Sum of 400*l.* conditioned to be void upon Payment of 206*l.* upon the 27th Day of *October* now next ensuing: And whereas the said *T. M.* is intitled to 24 Lottery Tickets, made out pursuant to an Act of Parliament for laying several Duties upon, *&c.* for raising the Sum of, *&c.* by way of Lottery, towards his Majesty's Supply, which 24 Lottery Tickets are numbred as followeth, *viz.* N° 29688, *&c.* and have been entered (as the said *T. M.* affirms) at his Majesty's Exchequer, or elsewhere, to the Intent that one or more Order or Orders may or might be made out in the Name of the said *T. M.* and delivered as usual upon delivering up of the said 24 Lottery Tickets; and by Virtue of the same Lottery Tickets, (some whereof are Benefits) or of

T. M. indebted to *J. P.*

T. M. intitled to Lottery Tickets.

(a) See the Deed Tit. Covenants, concerning Lessors and Lessees.

of the Order or Orders made out, or to be made out, for or in Lieu thereof, there is or will
Consideration. be due 300 *l.* Principal Money: **Now this Indenture witnesseth**, That for the further and better securing the Payment of the said Sum of 206 *l.* according to the Condition of the said recited Obligation, and for and in Consideration of the Sum of 5*s.* of lawful Money to the
Assignment. said *T. M.* in Hand paid by the said *J. P.* at, *&c.* the Receipt, *&c.* **He** the said *T. M.* **Hath** bargained, sold, assigned and set over, and by these Presents **Doth** bargain, *&c.* unto the said *J. P.* his Executors, Administrators and Assigns, **The** said 24 Lottery Tickets, and also the Order or Orders made out, or to be made out, for or in Lieu thereof, and all Principal and Interest Monies due and to be due upon or by Virtue of the same Tickets, Order or Orders,
Habendum. and all the Estate, Right and Interest of the said *T. M.* of, in and to the same; **To have and to hold** the said Tickets, Order and Orders, Monies and Premisses intended to be hereby assigned, unto the said *J. P.* his Executors, Administrators and Assigns, as his and their own
Proviso that if the Bond be paid, the Tickets to be delivered up. Goods and Chattels. **Provided always**, and these Presents are upon this Condition, that if the said *T. M.* his, *&c.* do and shall well and truly pay or cause to be paid unto the said *J. P.* his, *&c.* the said Sum of 206 *l.* upon the said Day in the Condition of the said Obligation mentioned for Payment thereof, then the Assignment hereby made shall cease and be void; and then and in such Case the said *J. P.* his Executors, Administrators or Assigns, shall and will deliver up the said Tickets, or the Order or Orders to be taken out for or in Lieu of the same, unto the said *T. M.* his, *&c.* **Provided** the said Tickets, Order or Orders, be not destroyed by Fire or other inevitable Accidents, and shall and will be accountable to the said *T. M.* his Executors or Administrators, for such Interest Monies as he the said *J. P.* his Exe-
Proviso that if Default be made in Payment, the Assignee after Notice, *&c.* may sell the Tickets, *&c.* cutors, Administrators or Assigns, shall have received in the mean Time. **Provided**, and the said *T. M.* doth hereby covenant, declare and agree, to and with the said *J. P.* his Executors, Administrators and Assigns, that if Default shall be made of or in Payment of the said Sum of 206 *l.* or any Part thereof, contrary to the true Intent and Meaning of the Condition of the said Obligation; then and at any Time after such Failure of Payment, it shall and may be lawful to and for the said *J. P.* his Executors, Administrators or Assigns, after two Months Notice in Writing, that he or they would receive or take in his Principal Money and Interest, to be left at the now Dwelling-house of the said *T. M.* in —— and on Non-payment thereof, according to such Notice, to sell, assign and absolutely dispose of the said Tickets, or Order or Orders made out, or to be made out as aforesaid, and Premisses, for the best Price that he or they can get for the same upon the *Royal Exchange* in *London*, and apply the Monies arising thereby for or towards the Payment of the said 206 *l.* and Interest, rendring and paying the
Letter of Attorney impowering him to do the same. Overplus (if any) to the said *T. M.* his Executors or Administrators, upon Demand: **And** the better to enable the said *J. P.* to sell and dispose of the Premisses hereby assigned, or mentioned to be assigned as aforesaid, in case such Default as aforesaid shall be made in Payment of the said 206 *l.* and such Notice of Sale of the said Premisses shall be given as aforesaid, he the said *T. M.* doth hereby make and ordain the said *J. P.* his Executors and Administrators, the lawful Attorney and Attornies of him the said *T. M.* in his Name, or otherwise, to assign over to any Person or Persons the said Order or Orders, by Indorsement or otherwise, and to set the Hand, or Hand and Seal of the said *T. M.* to such Assignment, and for him the said *T. M.* and in his Name to seal and deliver the same. **In Witness**, &c.

An absolute Assignment of a Lottery Order by Indorsement.

10th Lottery Order 1711.

I The within named *A. B.* do hereby assign and transfer all my Right, Title and Interest in and to the within written Order and Monies thereby secured, unto *C. D.* his Executors, Administrators and Assigns, this 30th of *May* 1714.

Witnesses present

XXX. Of Money, and the Interest thereof.

A Deed of Gift or Assignment of 40 l. *payable out of a Copyhold Estate after the Death of a Mother.*

To all Persons, &c. *H. S.* late of, *&c.* (one of the Sons of *W. S.* of, *&c.* deceased, by *M.* his Wife now living) sendeth Greeting. **Whereas** the said *H. S.* after the Death of *M.* his Mother, is intitled to the Sum of 40 *l.* of, *&c.* which Sum of 40 *l.* is charged and payable to him the said *H. S.* his Executors and Assigns, immediately after the Death of the said *M.* his Mother, upon and out of a certain Copyhold Estate of Inheritance,

situate

ſituate in or near *Y.* aforeſaid, and held of the Lord of the Manor thereof, and which Sum is ſecured to be paid to the ſaid *H. S.* by *W. S.* of —— his Executors, Adminiſtrators or Aſſigns, by virtue of a certain Deed or Inſtrument by him duly made and executed on his Purchaſe of the Reverſion of the ſaid Copyhold Eſtate or Premiſſes after the Death of the Survivor of them the ſaid *W. S.* and *M.* his Wife, and which Deed or Inſtrument is now lodged or regiſtred in the Hundred Court of *C.* in the ſaid County of *S.* **Now know ye, and theſe Preſents witneſs,** That for and in Conſideration of the Sum of 25*l.* of, *&c.* to the ſaid *H. S.* in Hand well and truly paid by *H. S.* of, *&c.* (Brother of the ſaid *H. S.*) at or before the executing hereof, (in full for the abſolute Purchaſe of all his the ſaid *H. S.*'s Right and Intereſt of, in and to the ſaid Sum of 40*l.* ſo payable to him as aforeſaid), the Receipt, *&c.* and in Conſideration of the natural Love and Affection which he the ſaid *H. S.* hath for and beareth to his ſaid Brother, and for divers other good and valuable Conſiderations him thereunto eſpecially moving, he the ſaid *H. S.* **Hath,** and by theſe Preſents **Doth** freely, clearly and abſolutely give, grant, bargain, ſell, aſſign, remiſe, releaſe, confirm and quit-claim unto the ſaid *H. S. As* well the before mentioned Sum of 40*l.* ſo charged on the ſaid Copyhold Eſtate and Premiſſes, and payable to him the ſaid *H. S.* his Heirs and Aſſigns, immediately after the Death of the ſaid *M.* his Mother, by the ſaid *W. S.* his Heirs, Executors or Aſſigns, in Manner as aforeſaid; as alſo all and every other Sum and Sums of Money which ſhall become due or payable to him the ſaid *H. S.* by Force or Virtue of the aforeſaid Deed or Inſtrument; and all the Right, Intereſt, Benefit, Advantage, Property, Claim and Demand whatſoever or howſoever of him the ſaid *H. S.* or of any Perſon in Truſt for him, of, in, to or out of the ſaid hereby granted and aſſigned Monies and Premiſſes, by virtue of the ſaid Deed or Inſtrument, or otherwiſe howſoever; **To have,** hold, receive, take and enjoy the ſaid hereby recited and aſſigned Monies and Premiſſes, unto and to and for the only proper Uſe and Behoof of the ſaid *H. S.* his Executors, Adminiſtrators and Aſſigns from henceforth, as and for his and their own proper Monies for evermore: **And** for the better and more effectual enabling him the ſaid *H. S.* his Executors, Adminiſtrators and Aſſigns, *&c.* (*Letter of Attorney.*) **In Witneſs,** &c.

Aſſignment of 1000 l. *paid to the Executor of a Mortgagee by a third Perſon,* &c. *which is apprehended ſhould be repaid.*

To all Perſons, &c. *W. N.* of, *&c.* Eſq; ſendeth Greeting. **Whereas** *E. P.* of, *&c.* Widow, Relict and Executrix of *S. P.* Gent. her late Huſband, deceaſed, pretended that ſhe had a Mortgage of a Meſſuage, *&c.* heretofore made by Sir *T. J.* Knt. unto *W. B.* of, *&c.* Eſq; for 2000 Years, as a Security for 400*l.* Principal Money, which Mortgage was aſſigned to the ſaid *S. P.* and veſted in her the ſaid *E. P.* as his Executrix; and alſo that ſhe had another Mortgage of the ſame Premiſſes, pretended to be made by *W. J.* of, *&c.* Gent. (who had purchaſed the Inheritance of the Premiſſes) unto the ſaid *E. P.* whereby he the ſaid *W. J.* had ſubjected the Premiſſes to and with the Payment of ſuch further Sums of Money unto the ſaid *E. P.* as with the original Mortgage Money of 400*l.* and Intereſt amounted to 1600*l.* and upwards, ſhe the ſaid *E. P.* agreed to transfer the Mortgage unto him the ſaid *W. N.* upon the Payment of the Principal Money and Intereſt; and thereupon he the ſaid *W. N.* paid unto the ſaid *E. P.* the Sum of 1000*l.* and was preparing to pay the Remainder in Expectation of ſuch Transfer of the ſaid Mortgages to be made to him, but before any further Sum of Money was paid, *J. B.* Serjeant at Law gave Notice to the ſaid *W. N.* that the ſaid *W. J.* before ſuch Time as he made ſuch Mortgage unto the ſaid *E. P.* had by Leaſe and Releaſe granted and conveyed unto *W. D.* and *P. F.* the abſolute Inheritance of the Premiſſes, in Truſt to be ſold to reimburſe the ſaid *J. B.* divers great Sums of Money which he had paid for the ſaid *W. J.* towards Satisfaction of a Debt of 1500*l.* or thereabouts, due to his preſent Majeſty for the ſaid *W. J.* for ſtamped Paper and Parchment whilſt he was a Diſtributor thereof, and in Truſt to pay the Remainder of the ſaid Debt to his Majeſty, and to indemnify the ſaid *J. B.* from the ſame, as he was one of the ſaid *W. J.*'s Sureties to the Crown; and that there was but little of the ſaid original Mortgage Monies of 400*l.* due and owing unto the ſaid *E. P.* at the Time of the ſaid *W. J.*'s Conveyance to the ſaid *W. D.* and *P. F.* whereupon the ſaid *W. N.* deſiſted from making any further Payments to the ſaid *E. P.* and is, as he hoped, intitled to have the ſaid 1000*l.* repaid unto him by the ſaid *E. P.* or upon Payment of the Reſidue of the ſaid mortgaged Money and Intereſt, ought to have a good Title transferred unto him of and in the ſaid mortgaged Premiſſes: **Now know ye,** that the ſaid *W. N.* for divers good Cauſes and Conſiderations him thereunto moving, **Hath** given, granted and aſſigned, and by, *&c.* **Doth,** &c. unto the ſaid *J. B.* his, *&c.* the ſaid 1000*l.* and all his the ſaid *W. N.*'s Right, Title, Intereſt, Claim and Demand whatſoever at Law and in Equity of, in and unto the ſame, and of, in and unto the ſaid mortgaged Premiſſes, by Reaſon of the Payment thereof

as aforeſaid, and all Receipts and Vouchers relating to the Payment of the ſaid 1000*l.* **And** the ſaid *W. N.* doth hereby authorize and impower the ſaid *J. B.* his, *&c.* to apply the ſaid 1000*l.* as he and they ſhall think fit, and to uſe the Name of the ſaid *W. N.* in any Action or Actions, Suit or Suits, at Law or Equity for the Recovery or Application of the ſaid 1000*l.* and to ſtand in Aid, Place and Stead, for and in reſpect thereof, and of the ſaid mortgaged Premiſſes; and to releaſe, acquit and diſcharge the ſaid *E. P.* her, *&c.* of and from the Receipt of the ſaid 1000*l.* when and as he and they ſhall think fit; and to do all other Acts in the Name of the ſaid *W. N.* touching or concerning the Premiſſes as he himſelf might lawfully do. **In Witneſs,** &c.

An Aſſignment of Money due for Freight of a Ship.

TO all, &c. *J. M. &c.* ſends Greeting. **Know ye,** That in Conſideration of the Sum of, *&c.* to the ſaid *J. M.* in Hand, *&c.* at, *&c.* by *C. S.* of, *&c.* the Receipt, *&c.* **He** the ſaid *J. M.* **Hath** granted, ſold, aſſigned and ſet over, and **Doth** hereby grant, *&c.* unto the ſaid *C. S.* **The** one full and equal 32d Part of all ſuch Sum and Sums of Money which are remaining due and owing from all and any Perſon and Perſons, for and on Account of the Ship *S.* Burthen about —— Tuns, *M. G.* late Maſter, for the Freight, Hire or Service of the ſaid Ship, or otherwiſe howſoever, and payable and belonging to the ſaid *J. M.* for the 32d Part of the ſaid Ship whereof he was Owner at the Time of the Sale thereof, and all his Right, Title, Property, Intereſt, Claim and Demand, of, in and to the ſame, and every Part thereof; **To have,** hold, receive and enjoy the ſame unto the ſaid *C. S.* his, *&c.* to his and their own proper Uſe and Uſes, without any Account thereof to be made or given; **And** for the better Recovery, *&c.* (*Letter of Attorney, and Covenant for peaceable Enjoyment.*) **In Witneſs,** &c.

Or it may be thus:

TO all, &c. *S. &c.* Maſter of the Ship *E.* ſends Greeting. **Whereas** the ſeveral Sums of Money hereafter mentioned are ſtanding out, and due and owing on Account of Freight for Goods imported in the ſaid Ship, in her late Voyage from *F. viz.* From *T. K.* the Sum of, *&c.* **Now know ye,** that to the Intent *J. &c.* Part-Owner of the ſaid Ship, may the better recover and receive the ſaid ſeveral Sums of Money ſo ſtanding out and owing as aforeſaid, for the Uſe of himſelf and the reſt of the Part Owners of the ſaid Ship, and in Conſideration of 5*l.* to the ſaid *S.* in Hand, *&c.* the Receipt, *&c.* **He** the ſaid *S.* **Doth** hereby aſſign, transfer and ſet over unto the ſaid *J.* **The** ſaid before mentioned Sums of Money due and owing as aforeſaid, and all his Right, Title, Intereſt, Property, Benefit, Claim and Demand of, in and to the ſame, and every of them; **To have,** hold and receive the ſame, and every of them, unto the ſaid *J.* his, *&c.* for the Uſe of himſelf and the reſt of the Part-Owners of the ſaid Ship as aforeſaid: **And** the better to enable the ſaid *J. &c.*

Or thus:

TO all, &c. *R. J.* Maſter of the good Ship or Veſſel called the *N.* Burthen, *&c.* ſends Greeting. **Whereas** the ſaid *R.* by a Writing or Charter-Party, dated, *&c.* hath let to Freight unto *J. N. G. M. E. H.* and *R. M.* of *London,* Merchants, the ſeveral Parts of the ſaid Ship's Tunnage, by them reſpectively ſubſcribed and mentioned in the Schedule or Indorſement thereon, for a Voyage to *A.* and back to *London,* at the Rate of —— *l. per* Tun for Freight, as thereby may appear: **Now know ye,** &c. (*ut ſupra.*)

Aſſignment of Part in a Sum of Money ſubſcribed for Exchequer Bills.

THIS Writing indented, made, *&c.* between *A. &c.* of the one Part, and *B. &c.* of the other Part. **Whereas** the ſaid *A.* hath ſubſcribed 5000*l.* for Payment of the Sum towards the circulating of Exchequer Bills, according to a certain Writing indented, or Contract being for that Purpoſe made with the Right Honourable the Lords Commiſſioners of his Majeſty's Treaſury, dated at the Treaſury Chamber the —— **Now theſe Preſents witneſs,** that the ſaid *A.* for and in Conſideration of the Sum of 8*s.* of, *&c.* to him in Hand paid at, *&c.* by the ſaid *B.* the Receipt, *&c.* **Hath** aſſigned and transferred, and by, *&c.* **Doth,** *&c.* unto the ſaid *B.* and his Aſſigns, to his and their own proper Uſe, **The** Sum of 1000*l.* Part of the ſaid 5000*l.* by him the ſaid *A.* ſubſcribed as aforeſaid; and all

ſuch

ſuch Sums of Money, and other Benefit, Profit and Advantage whatſoever, which ſhall or may ariſe or become due for or by Reaſon or in Reſpect of the ſaid 1000*l.* upon or by virtue of the ſaid Contract or Subſcription, or otherwiſe, and all his Right, *&c.* in and to the ſame, and ſubject to the ſeveral Articles, Agreements and Proviſoes therein contained on the Part of the ſaid *A.* in reſpect of the ſaid 1000*l.* to be performed: **And** the ſaid *A.* doth hereby fully authorize him the ſaid *B.* his, *&c.* to do and perform all Things in order to the Recovery or Receipt, and all Benefit and Advantage by or in reſpect of the ſaid 1000*l.* to his and their own proper Uſe and Benefit, as fully and amply in every reſpect as he the ſaid *A.* might or could do if he were perſonally preſent; **And** he the ſaid *A.* for himſelf, *&c.* doth covenant, *&c.* to and with the ſaid *B.* his, *&c.* in Manner following, *viz.* That he the ſaid *A.* his, *&c.* ſhall and will at any Time or Times hereafter, at the Requeſt, Coſts and Charges of the ſaid *B.* his, *&c.* do, or procure to be done, any further Act or Acts for the better Aſſigning his Right and Property in and to the ſaid 1000*l.* and enabling the ſaid *B.* and his Aſſigns to recover and receive all Benefit and Advantage by or in reſpect of the ſaid 1000*l.* as aforeſaid, as ſhall be reaſonably required: **And** the ſaid *B.* for himſelf, his, *&c.* doth covenant, *&c.* to and with the ſaid *A.* his, *&c.* that the ſaid *B.* his, *&c.* ſhall and will duly pay or cauſe to be paid the ſaid Sum of 1000*l.* Part of the ſaid 5000*l.* ſubſcribed by the ſaid *A.* as aforeſaid, at ſuch Times and in ſuch Manner as the ſame or any Part thereof ſhall be required or demanded, according to the true Intent and Meaning of the ſaid recited Writing, indented with the ſaid Conditions of the Treaſury, and thereof and therefrom, and of and from all Actions, Suits, Payments, Coſts, Troubles and Damages by Reaſon thereof, ſhall and will at all Times hereafter ſave and keep harmleſs and indemnified the ſaid *A.* his, *&c.* and his and their Lands, Tenements, Goods and Chattels, and every of them. **In Witneſs**, &c.

An Aſſignment of Monies due upon Account.

KNOW, &c. That I *A.B.* of, *&c.* in Conſideration of the Sum of —— *l.* of, *&c.* to me in Hand paid by *C D.* of, *&c.* **Do** hereby aſſign and ſet over unto the ſaid *C. D.* to his own proper Uſe, without any Account to be given for the ſame, **The** Sum of —— *l.* and all other Sum and Sums of Money as are remaining due and payable upon or by virtue of the annexed Account, and all my Right, Title, Intereſt and Demand in and to the ſame; **And** do give and grant unto the ſaid *C. D.* full Power and Authority to demand and receive the ſame to his own Uſe, and upon Receipt thereof to give Diſcharges for the ſame, or any Part thereof: **And** I the ſaid *A.B.* do hereby covenant and agree to and with the ſaid *C. D.* the ſaid Sum of —— *l.* is juſtly due and owing, and that I have not received or diſcharged the ſame, or any Part thereof. **In Witneſs**, &c.

An Aſſignment of Intereſt of Money in Satisfaction of a Debt.

THIS Indenture, made, *&c.* **Between** *W.H.* of, *&c.* of the one Part, and *J. H.* of, *&c.* and *R. M.* of, *&c.* of the other Part. **Whereas** the ſaid *W. H.* hath lately ſold the, *&c.* formerly the Inheritance of *M.* his firſt Wife, and Mother of *G.* his Daughter, married lately to *T.H.* Eſq; unto *R. N.* for the Sum of 13500*l.* **And whereas** the Sum of 4500*l.* being the third Part of the ſaid Purchaſe Money, is to be detained and kept in the Hands of the ſaid *R. M.* until the ſaid *G.* ſhall attain her Age of 21 Years, and confirm the ſaid Sale, according as it is agreed in that Behalf, paying Intereſt for the ſaid Sum unto the ſaid *W.H.* after the Rate of, *&c.* **And whereas** the ſaid *J.H.* by Recognizance in the Nature of a Statute Staple, bearing Date, *&c.* became bound unto *M. R.* and *A.K.* therein named, in the penal Sum of 1500*l.* defeaſanced for the Payment of 700*l* with Intereſt at 5 *l. per Cent.* at, *&c.* or to ſuch Effect; as by, *&c.* **And whereas** the ſaid *W. H.* is content, and has agreed that the Intereſt of the ſaid Sum of 4500*l.* ſhall go for or towards the Payment of the ſaid Debt of the ſaid *J. H.* upon the ſaid Recognizance: **Now theſe Preſents witneſs**, that the ſaid *W. H.* for and in Conſideration aforeſaid, and in Purſuance of the ſaid Intention and Agreement, **Doth** aſſigned, transferred, diſpoſed and ſet over, and, *&c.* unto the ſaid *J. H.* and *R. M.* their Executors and Adminiſtrators, **All** the Intereſt Money that ſhall be due or payable for the ſaid Sum of 4500 *l.* until the ſaid *G.* ſhall attain her Age of 21 Years: **And** the ſaid *W. H.* for himſelf, his Executors and Adminiſtrators, doth hereby authorize, deſire and appoint the ſaid *R. N.* his Heirs, Executors and Adminiſtrators, to pay all ſuch Intereſt Money unto the ſaid *J. H.* and *R. M.* their, *&c.* **And** it is hereby agreed and declared, and the ſaid *W. H.* for himſelf, *&c.* doth hereby agree, that the Receipt or Acquittance of the ſaid *J. H.* and *R. M.* their, *&c.* or any of them who ſhall receive any ſuch Intereſt Money, ſhall be a good and ſufficient Diſcharge for ſuch Money for the

Premiſſes ſold.

Third Part of Money detained on paying Intereſt to *J. H.*

Recognizance for 700*l.*

Agreement to aſſign.

Conſideration.

Aſſignment.

Appointment to pay the Money.

Receipts to be good.

the ſaid *R. M.* his, *&c.* to all Intents and Purpoſes, as if the ſaid *W. H.* his, *&c.* or any of them, had given ſuch Receipt or Acquittance: **And it is hereby agreed and declared,** and the true Intent and Meaning of theſe Preſents and the Parties to the ſame is, that this preſent Aſſignment of the ſaid Intereſt Money is and ſhall be upon this ſpecial Truſt and Confidence, that they the ſaid *J. H.* and *R. M.* their, *&c.* ſhall employ or apply the ſaid Intereſt Money which they, or any of them, ſhall receive for or towards the Paying or Satiſfying the ſaid Sum of 700 *l.* and all Intereſt that after the Date hereof ſhall be due for the ſame. **In Witneſs,** &c.

Money how it be applied.

XXXI. Of Mortgages.

Aſſignment of a Mortgage in Fee by Mortgagee, and a Confirmation by Mortgagor, in Conſideration of a further Sum lent by the ſecond Mortgagee.

By Indorſement on the Releaſe.

Whereas the within named *A. B.* hath not paid to the within named *C. D.* the Sum of 1150 *l.* ſecured by the within recited Indentures of Leaſe and Releaſe on the ſaid Meſſuage, Lands, Hereditaments and Premiſſes within mentioned and compriſed, nor the ſaid Sum of 150 *l.* ſecured by the above Indorſement on the ſame Premiſſes, whereby the Eſtate and Intereſt of the ſaid *C. D.* of and in the ſame Premiſſes is become abſolute in Law: **And whereas** the ſaid *C. D.* having Occaſion for his ſaid Money ſecured on the ſaid Premiſſes, and *R. B.* of —— in the County of *B.* Gent. hath at the Deſire and Requeſt of the ſaid *A. B.* agreed to advance and pay to the ſaid *C. D.* his ſaid two Principal Sums of 1150 *l.* and 150 *l.* and alſo —— due on the Day of the Date hereof for the Intereſt of the ſame, and to accept and take an Aſſignment of the ſaid Meſſuage, Lands, Hereditaments and Premiſſes, and of all the Eſtate, Right, Title, Intereſt and Inheritance of him the ſaid *C. D.* of and in the ſame Meſſuage, Lands, Hereditaments and Premiſſes, and of the within recited Indentures of Leaſe and Releaſe, and hath alſo agreed to advance and lend unto the ſaid *A. B.* on a Security of the ſame Premiſſes, the further Sum of 150 *l.* making together the Sum of —— **Now know all Men by theſe Preſents,** that the ſaid *C. D.* for and in Conſideration of the Sum of ——— to him in Hand paid by the ſaid *R. B.* at or before the Sealing and Delivery hereof, by the Conſent, Direction and Appointment of the ſaid *A. B.* teſtified by his being a Party to and Executing theſe Preſents, the Receipt whereof he the ſaid *C. D.* doth hereby acknowledge, **Hath** by the like Conſent, Direction and Appointment of the ſaid *A. B.* teſtified as aforeſaid, bargained, ſold, aſſigned, transferred and ſet over, and by theſe Preſents **Doth** bargain, ſell, aſſign, transfer and ſet over, and the ſaid *A. B.* doth hereby ratify, aſſure and confirm (teſtified as aforeſaid) unto the ſaid *R. B.* his Executors, Adminiſtrators and Aſſigns, **All** and ſingular the within mentioned Meſſuage, Lands, Hereditaments and Premiſſes, and all the Eſtate, Right, Title, Inheritance, Intereſt, Claim and Demand whatſoever of him the ſaid *C. D.* and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits of all and ſingular the ſaid Premiſſes to him granted and releaſed, and alſo the within recited Indentures of Leaſe and Releaſe, and all other Deeds and Writings relating to the ſaid Premiſſes in his Cuſtody or Poſſeſſion, or which he can come by without Suit in Law or in Equity; **To have and to hold** the ſaid Meſſuage, Lands, Herediraments and Premiſſes above mentioned to be hereby aſſigned, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the ſaid *R. B.* his Heirs and Aſſigns for ever, to the only proper Uſe and Behoof of the ſaid *R. B.* his Heirs and Aſſigns for ever; **Subject nevertheleſs** to the Proviſo or Condition within and herein after contained for making void the ſame: **And** the ſaid *C. D.* for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant, promiſe and agree to and with the ſaid *R. B.* his Executors, Adminiſtrators and Aſſigns, that he the ſaid *C. D.* hath not at any Time or Times heretofore made, done, committed or ſuffered any Act, Matter, Deed or Thing whatſoever, whereby or by Means whereof the ſaid recited Indenture of Mortgage and Premiſſes thereby granted and releaſed, or any Part thereof, is, are, ſhall or may be any ways impeached or incumbered in Title, Charge, Eſtate, or otherwiſe howſoever. **And** the ſaid *A. B.* for and in Conſideration of the further Sum of 150 *l.* to him advanced, lent and in Hand paid by the ſaid *R. B.* at and before the Sealing and Delivery of theſe Preſents, the Receipt whereof he doth hereby acknowledge, and thereof doth acquit, releaſe and diſcharge the ſaid *R. B.* his Executors, Adminiſtrators and Aſſigns, **Hath** granted, bargained, ſold, releaſed, ratified and confirmed, and by theſe Preſents **Doth** grant, bargain, ſell, releaſe, ratify and confirm unto the ſaid *R. B.* his Heirs, Executors, Adminiſtrators and Aſſigns all and ſingular the ſaid within

Recital of the Non-payment of Mortgage Money.

Mortgagee's Want thereof,

and Aſſignee to advance and pay him the ſame,

and lend a further Sum.

Conſideration.

Habendum in Fee.

Subject to the Proviſo for Redemption.

Covenant that Aſſignor has done no Act to incumber.

Further Conſideration of a freſh Sum lent by Aſſignee.

within mentioned Meſſuage, Lands, Hereditaments and Premiſſes; **To hold** unto the ſaid *R. B.* his Heirs and Aſſigns, to the Uſe and Behoof of the ſaid *R. B.* his Heirs and Aſſigns for ever; **And** alſo for himſelf, his Heirs and Aſſigns, doth covenant, promiſe, grant and agree to and with the ſaid *R. B.* his Heirs, Executors, Adminiſtrators and Aſſigns by theſe Preſents, that all and ſingular the ſaid Meſſuage, Lands, Hereditaments and Premiſſes mentioned and compriſed in the within recited Indentures of Leaſe and Releaſe, ſhall from henceforth ſtand, remain and be charged and chargeable with and be a Security to the ſaid *R. B.* his Executors, Adminiſtrators and Aſſigns, as well for the Payment of the ſaid Sum of——ſo by him paid to the ſaid *C. D.* as alſo of the ſaid Sum of 150*l.* now advanced and lent to the ſaid *A. B.* with lawful Intereſt for the ſame, and ſhall not be redeemed or redeemable until as well the ſaid Sum of—as alſo the ſaid Sum of 150*l.* making together the Sum of—and lawful Intereſt for the ſame, ſhall be fully paid and ſatisfied unto the ſaid *R. B.* his Executors, Adminiſtrators or Aſſigns. **And** the ſaid *A. B.* for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant, promiſe, grant and agree to and with the ſaid *R. B.* his Executors, Adminiſtrators and Aſſigns by theſe Preſents, that he the ſaid *A. B.* his Heirs, Executors, Adminiſtrators or Aſſigns, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *R. B.* his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of —— ſecured or intended to be hereby ſecured on the ſaid Premiſſes, with lawful Intereſt for the ſame, on the ——— Day of ——— next enſuing, without any Deduction or Abatement whatſoever; **And** alſo that he the ſaid *A. B.* hath not at any Time or Times heretofore made, done, committed or ſuffered any Act, Matter, Deed or Thing whatſoever, except the within recited Indentures of Leaſe and Releaſe, whereby or by Means whereof the ſaid Premiſſes within granted and releaſed is, are, ſhall or may be impeached, charged or incumbered in Title, Charge, Eſtate, or otherwiſe howſoever; **Provided always**, and theſe Preſents are upon this Condition nevertheleſs, that if the ſaid *A. B.* his Heirs or Aſſigns, ſhall and do well and truly pay or cauſe to be paid unto the ſaid *R. B.* his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of —— with lawful Intereſt for the ſame on the ——— Day of ——— next enſuing the Date hereof, without any Deduction or Abatement whatſoever for or on Account of any Taxes or otherwiſe, that then the within recited Indentures of Leaſe and Releaſe, and theſe Preſents, ſhall from thenceforth be void and of no Effect; any Thing therein and herein contained to the contrary notwithſtanding. **In Witneſs** whereof, *&c.*

Covenant that the Premiſſes ſhall remain as a Security for both Sums.

Covenant for Payment of the Money,

that he hath done no Act to incumber.

Proviſo.

An Aſſignment of a (a) Mortgage of a Term of Years.

THIS Indenture, made, *&c.* **Between** *J. F.* of———of the one Part, and *R. C.* of —— of the other Part. **Whereas** *F. J.* by his Indenture bearing Date the —— (*and ſo recite the Mortgage*) as in and by the ſaid Indenture, Reference being thereunto had, may more fully appear; which ſaid Sum of —— or any Part thereof, was not paid or tendered to or for the ſaid *J. F.* at the Day in the Proviſo of Redemption limited for Payment thereof, and yet remaineth unpaid, by Reaſon whereof the ſaid Meſſuage and other Premiſſes, and the whole Eſtate, Right, Title and Intereſt of the ſaid *F. J.* in and to the ſame, became forfeited unto the ſaid *J. F.* and he thereby was and now is lawfully intereſted and poſſeſſed in and of the ſaid Premiſſes, and of and in every Part thereof, during the Reſidue of the Term of Years which then were and now are to come and unexpired, in and by the ſaid Indenture of Demiſe above mentioned granted to the ſaid *F. J.* **Now this Indenture witneſſeth**, that the ſaid *F. J.* for and in Conſideration of the Sum of ——— to him in Hand paid, the Receipt, *&c.* **Hath**, &c. **All** the ſaid Meſſuage, Tenement and Premiſſes, with the Appurtenances whatſoever, in and by the ſaid Indenture of Demiſe granted to the ſaid *J. F.* as aforeſaid; and alſo all the Eſtate, *&c.* —— by Virtue of the ſaid recited Indenture of Mortgage or Aſſignment above recited, or of any Thing therein mentioned or contained, together with the ſaid Indenture of Mortgage or Demiſe aforeſaid, and all other Writings relating to or concerning the ſame; **To have and to hold**, &c. by Force and Virtue of the ſaid recited Indenture of Leaſe, or the ſaid Indenture of Mortgage aforeſaid, or either of them, or any Thing therein mentioned or expreſſed, or otherwiſe howſoever. (*Add a Covenant for Diſcharge of Incumbrances*, &c.) **In Witneſs**, &c.

Recital of the Mortgage.

(a) Note; Nothing will paſs under ſuch Aſſignment if the Aſſignor be not in Poſſeſſion, unleſs it be executed on the Premiſſes.

An Assignment of a Mortgage, with a fresh Demise.

THIS Indenture Tripartite, made, &c. Between *L. T.* of, &c. Widow, the only Daughter and Heir of *J. T.* late of, &c. Widow deceased, which said *J. T.* was the only surviving Sister and Heir of *T. B.* of, &c. deceased, of the first Part, *F. M.* of, &c. Coach Harness-maker, of the second Part, and *E. B.* of, &c. Widow, of the third Part.

Recital of the Mortgage.

Whereas by Indenture bearing Date, &c. made between the said *L. T.* of the one Part, and the said *F. M.* of the other Part, the said *L. T.* for the Considerations therein mentioned, did demise, grant, bargain and sell unto the said *F. M.* his Executors, Administrators and Assigns, all that Messuage or Tenement, with the Appurtenances, situate, &c. heretofore in the Tenure or Occupation of *E. P.* Sadler, afterwards of *M. D.* and then in the Tenure

The Premisses.

or Occupation of *M. H.* And also that other Messuage or Tenement, with the Appurtenances situate, &c. heretofore in the Tenure or Occupation of, &c. together with the Ground and Soil whereon the same Messuage then stood, and also all and singular the Houses, Edifices, Buildings, Sheds, Shops, Stalls, Cellars, Sollars, Chambers, Rooms, Yards, Backsides, Waters, Water-courses, Lights, Easements, Profits, Commodities, Advantages, Emoluments and Hereditaments whatsoever, to the said Messuages or Tenements, or either of them, belonging or in any wise appertaining, or to or with the same then, or at any Time theretofore, demised, letten, used, occupied or enjoyed, or accepted, reputed, taken or known, as Part, Parcel or Member of them, or either of them, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and all yearly and other Profits of all and singular the said Premisses; To hold to the said *F. M.* his Executors, Administrators and Assigns,

The *Habendum* for 1000 Years without Impeachment of Waste.

from, &c. last past, before the Date of the same Indenture, for and during and unto the full End and Term of 1000 Years from thence next ensuing, and fully to be compleat and ended, without Impeachment of or for any Manner of Waste, Under a Proviso or Condition nevertheless, to be void on the said *L. T.* her Heirs, Executors, Administrators or Assigns, paying to the said *F. M.* his Executors, Administrators or Assigns, the Sum of, &c. on, &c.

Proviso to be void on Payment of the Mortgage Money.

then next ensuing, without any Deduction for Taxes or other Impositions whatsoever, which said Money was not paid according to the said Proviso or Condition, whereby the said Term became absolute in the Law: And whereas there is now due and owing upon the said

Assignment of the above recited Mortgage.

Mortgage to the said *F. M.* for Principal and Interest the Sum of, &c. Now this Indenture witnesseth, that for and in Consideration of the said Sum of, &c. of lawful, &c. to the said *F. M.* in Hand paid by the said *E. B.* at or before the Sealing and Delivery of these Presents, by the Direction and Appointment of the said *L. T.* testified by her being a Party, and her Signing and Sealing to these Presents, and of the further Sum of, &c. of like lawful Money to the said *L. T.* in Hand also paid by the said *E. B.* at or before the Sealing and Delivery of these Presents, the several and respective Receipts of which said several Sums of, &c. they the said *F. M.* and *L. T.* do hereby respectively acknowledge, and thereof and therefrom, and from every Part and Parcel thereof, do, and either of them doth, clearly and absolutely acquit, release and discharge the said *E. B.* her Executors, Administrators and Assigns, and every of them for ever by these Presents, the said *F. M.* at the Desire and Request, and by and with the Consent, Direction and Appointment of the said *L. T.* and also the said *L. T.* have, and each of them hath bargained, sold and assigned, and by these Presents do, and each of them doth bargain, sell and assign unto the said *E. B.* her Executors, Administrators and Assigns, all those said two Messuages or Tenements, and all and singular other the Premisses, in or by the said recited Indenture demised or intended to be demised by the said *L. T.* to the said *F. M.* as aforesaid, with their and every of their Members and Appurtenances, and also all the Estate, Right, Title, Term of Years, Possession, Property, Claim and Demand whatsoever, of them the said *L. T.* and *F. M.* or either of them, of, in, to or out of the said hereby bargained or assigned Premisses, or any Part thereof in any wise how-

Habendum for the Remainder of the 1000 Years.

soever, together with the said recited Indenture of Demise; To have and to hold the said Messuages or Tenements, and all and singular other the Premisses herein before mentioned, or intended to be hereby bargained, sold or assigned, with their and every of their Appurtenances, unto the said *E. B.* her Executors, Administrators and Assigns, from henceforth for and during all the Rest and Residue yet to come and unexpired, of the said Term of 1000 Years in and by the said recited Indenture of Demise granted, yet to come and unexpired.

Release of the Equity of Redemption.

And the said *L. T.* for the Considerations aforesaid, doth hereby for herself, her Heirs, Executors and Administrators, remise, release, and for ever quit-claim unto the said *E. B.* her Executors, Administrators and Assigns, the said Proviso or Condition contained in the said recited Indenture of Demise, and all her Right, Title, Power and Equity of Redemption, of, in or to the said bargained and assigned Premisses, or any Part thereof, by Virtue of the said

recited Indenture of Demiſe, or the ſaid Proviſo or Condition therein contained, or otherwiſe howſoever; ſubject nevertheleſs to the Proviſo or Agreement herein after contained for the Aſſignment of the ſame Premiſſes. **And** the ſaid *F. M.* for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant, promiſe and grant to and with the ſaid *E. B.* her Executors, Adminiſtrators and Aſſigns by theſe Preſents, that he the ſaid *F. M.* hath not at any Time or Times made, done, committed, or wittingly or willingly ſuffered any Act, Matter or Thing whatſoever, whereby or by Reaſon or Means whereof the ſaid hereby bargained and aſſigned Premiſſes, or any Part thereof, is, are, ſhall or may be charged or impeached in Title, Charge, Eſtate, or otherwiſe howſoever. Covenant that the Premiſſes are free from Incumbrances.

And whereas the ſaid *L. T.* as Adminiſtratrix to the ſaid *J. T.* her Mother, or by Virtue of the Will of her late Grand-mother *A. M.* deceaſed, or otherwiſe, is legally intitled to a Meſſuage or Tenement ſituate, *&c.* and two other Houſes lying behind the ſame, now or late in the Tenures or Occupation of, *&c.* held under the Mayor and Commonalty and Citizens of *London*, and being Parcel of the Lands and Tenements within the Account of the Maſters or Wardens of *London* Bridge, for the Remainder of a Term, whereof two Years will be to come at, *&c.* next, at the yearly Rent of, *&c.* payable Quarterly: **And whereas** the ſaid *L. T.* hath lately agreed with the ſaid Mayor and Commonalty and Citizens of *London*, for a new Leaſe to be granted to her, of the ſaid three laſt mentioned Meſſuages or Tenements for, *&c.* to commence from the Expiration of the preſent Leaſe thereof, at the yearly Rent of, *&c.* free from Taxes, payable alſo Quarterly, but the ſaid new Leaſe is not as yet made: **Now this Indenture further witneſſeth**, that the ſaid *L. T.* for the Conſiderations aforeſaid, **Hath** demiſed and to Farm let, and by theſe Preſents doth demiſe and to Farm let unto the ſaid *E. B.* the ſaid three laſt mentioned Meſſuages or Tenements, with their Appurtenances, ſituate, *&c.* and all Ways, Paſſages, Yards, Lights, Eaſements, Privileges, Advantages and Appurtenances whatſoever, to the ſame or any of them belonging; **To have and to hold** to the ſaid *E. B.* her Executors, Adminiſtrators and Aſſigns, from henceforth for and during all the Reſt and Reſidue of the Term of Years in the Leaſe, whereby the ſame are now held, yet to come and unexpired, at and under the yearly Rent of one Pepper-Corn only payable at *Michaelmas* yearly, during the Remainder of the ſaid Term to the ſaid *L. T.* her Executors, Adminiſtrators or Aſſigns; *ſubject nevertheleſs* to the Proviſo or Condition herein after contained. Demiſe of other Premiſſes held by Leaſe under the Mayor, *&c.* of *London*. *Habendum* for the Reſidue of the Term.

And further, the ſaid *L. T.* for the Conſiderations aforeſaid, doth hereby for herſelf, her Heirs, Executors and Adminiſtrators, covenant and promiſe to and with the ſaid *E. B.* her Executors, Adminiſtrators and Aſſigns, that ſhe the ſaid *L. T.* ſhall and will within one Month next enſuing the Date of theſe Preſents, pay to the ſaid Mayor and Commonalty and Citizens the Sum of, *&c.* of lawful, *&c.* being the Money agreed to be paid by her as a Fine for the ſaid new Leaſe; **And that** ſhe will within the Space of one Month procure the ſaid new Leaſe to be made, and paſſed under the Seal of the ſaid Mayor and Commonalty and Citizens in the uſual Form, and delivered to the ſaid *E. B.* her Executors, Adminiſtrators or Aſſigns, and that ſhe will alſo within the ſame Time, at her Charge, in due Form of Law, by Indenture under Hand and Seal to bear Date the next Day after the Date of the ſaid new Leaſe, Demiſe the ſaid three laſt mentioned Meſſuages or Tenements, with their Appurtenances, to the ſaid *E. B.* her Executors, Adminiſtrators and Aſſigns, for all the ſaid Term of, *&c.* which ſhall be granted by the ſaid new Leaſe, at the yearly Rent of a Pepper-Corn only, payable to the ſaid *L. T.* her Executors, Adminiſtrators and Aſſigns at *Michaelmas*, yearly during the ſaid Term (if lawfully demanded) **Under** the like Proviſo or Condition for making void ſuch Demiſe as is herein after contained, for making void the Demiſe hereby made of the ſaid three Meſſuages or Tenements for the Remainder of the Term yet to come in the preſent Leaſe thereof, (that is to ſay,) **Provided** always, and the ſaid *E. B.* for herſelf, her Executors, Adminiſtrators and Aſſigns, doth hereby covenant, promiſe and agree to and with the ſaid *L. T.* her Executors, Adminiſtrators and Aſſigns, that if the ſaid *L. T.* her Heirs, Executors, Adminiſtrators or Aſſigns, do and ſhall well and truly pay or cauſe to be paid unto the ſaid *E. B.* her Executors, Adminiſtrators or Aſſigns, the Sum of, *&c.* without any Deduction, Defalcation or Abatement of or for any Manner of Taxes, Aſſeſſments, Charges or Impoſitions whatſoever, by Authority of Parliament or otherwiſe howſoever, that then and from thenceforth the ſaid Demiſe hereby made of the ſaid three laſt mentioned Meſſuages or Tenements, with their Appurtenances, and alſo the Demiſe herein before agreed and intended to be made of the ſame after the obtaining ſuch new Leaſe thereof as aforeſaid, ſhall ceaſe, determine and become and be utterly void and of none Effect, to all Intents and Purpoſes whatſoever; any Thing herein contained, or in ſuch other Demiſe to be contained, in any wiſe notwithſtanding. **And** that upon or at any Time after ſuch Payment ſhall be made as aforeſaid, ſhe the ſaid *E. B.* her Executors, Adminiſtrators or Aſſigns, ſhall and will upon the Requeſt, and at the Charge of the ſaid *L. T.* her Heirs or Aſſigns, ſurrender or releaſe, to her and them the ſaid two firſt above mentioned Meſſuages or Te-

Covenant to pay the Fine for renewing the Leaſe.

And to procure ſuch new Leaſe to be made.

And to demiſe the ſame, *&c.*

Proviſo that upon Payment of a Sum of Money, this preſent Demiſe to be void.

Covenant to re-aſſign.

Tenements, with their Appurtenances, or otherwiſe aſſign the ſame, and all the Eſtate and Intereſt of the ſaid *E. B.* her Executors, Adminiſtrators or Aſſigns, of, in, to or out of the ſame, to ſuch Perſon or Perſons as ſhe the ſaid *L. T.* her Heirs or Aſſigns ſhall direct or appoint, freed and diſcharged from all Incumbrances, by, from or under the ſaid *E. B.* her Executors, Adminiſtrators or Aſſigns, or any of them. **And** the ſaid *L. T.* for herſelf, her Heirs, Executors and Adminiſtrators, doth covenant, promiſe and grant, to and with the ſaid *E. B.* her Executors, Adminiſtrators and Aſſigns, by theſe Preſents, in Manner following; (that is to ſay,) that ſhe the ſaid *L. T.* her Heirs, Executors, Adminiſtrators or Aſſigns, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *E. B.* the ſaid Sum of, *&c.* of good, *&c.* on the Day for the Payment thereof in the Proviſo or Condition herein above contained limited and expreſſed, according to the true Intent and Meaning of the ſaid Proviſo or Condition without any Deduction or Abatement whatſoever, as aforeſaid; **And** that the ſaid recited Indenture of Demiſe is a good and ſufficient Demiſe in the Law, of and for the Premiſſes, with their Appurtenances therein mentioned to be demiſed, for all the Reſidue of the ſaid Term of one thouſand Years thereby granted, and now is and ſtandeth in full Force and Virtue; **And** that ſhe the ſaid *E. B.* her Executors, Adminiſtrators and Aſſigns, in caſe any Default ſhall be made in Payment of the ſaid Money, or any Part thereof, contrary to the Proviſo or Condition aforeſaid, and the true Intent and Meaning hereof, ſhall and lawfully may at all Times afterwards peaceably and quietly have, hold, uſe, occupy, poſſeſs and enjoy, all and ſingular the ſaid hereby aſſigned and demiſed Premiſſes, with the Appurtenances, and every Part and Parcel thereof reſpectively, and receive and take the Rents, Iſſues and Profits thereof, reſpectively to her and their own proper Uſe and Uſes, during all the Reſt and Reſidue which ſhall be then reſpectively to come and unexpired of the ſaid Term of 1000 Years, by the ſaid recited Indenture of Demiſe granted, and of the Term granted by the Leaſe, under which the ſaid laſt three mentioned Meſſuages or Tenements are held, without any Let, Suit, Trouble, Diſturbance, Eviction, Expulſion, Condition, Claim or Demand whatſoever, of or by the ſaid *L. T.* her Heirs or Aſſigns, or any other Perſon or Perſons whatſoever; **And** that ſhe the ſaid *L. T.* and her Heirs, and all and every other Perſon or Perſons having, claiming or deriving, or which ſhall or may have, claim or derive any manner of Eſtate, Right, Title or Inheritance of, in, to or out of the ſaid hereby aſſigned or demiſed Premiſſes reſpectively, or any Part or Parcel thereof, ſhall and will from Time to Time, and at all Times from and after Breach or Default ſhall be made in the Proviſo or Condition aforeſaid, upon the reaſonable Requeſt, and at the proper Coſts and Charges in the Law of the ſaid *E. B.* her Executors, Adminiſtrators or Aſſigns, make, do, acknowledge, levy, execute and ſuffer, or cauſe and procure to be made, done, acknowledged, levied, executed and ſuffered, all and every ſuch further and other lawful and reaſonable Act and Acts, Thing and Things, Deeds, Grants, Releaſes, Conveyances and Aſſurances in the Law whatſoever, for the further, more perfect and abſolute conveying, aſſuring, corroborating and confirming of the ſaid hereby aſſigned and demiſed Premiſſes reſpectively, with their Appurtenances, unto the ſaid *E. B.* her Executors, Adminiſtrators or Aſſigns, for and during all the Reſidue and Remainder of the ſaid ſeveral Terms, which ſhall be then to come and unexpired, of and in the ſaid Premiſſes reſpectively, as by the ſaid *E. B.* her Executors, Adminiſtrators or Aſſigns, or her or their Counſel learned in the Law, ſhall be reaſonably deviſed, adviſed or required. **And** the ſaid *E. B.* for herſelf, her Executors, Adminiſtrators and Aſſigns, doth hereby covenant and promiſe to and with the ſaid *L. T.* her Heirs and Aſſigns, that ſhe the ſaid *L. T.* her Heirs, Executors, Adminiſtrators and Aſſigns, ſhall or may peaceably and quietly hold and enjoy the ſaid Meſſuages or Tenements and Premiſſes, and receive and take the Rents and Profits thereof, to her and their own proper Uſe and Behoof until ſome Breach or Default ſhall be made in the Proviſo or Condition aforeſaid, without any Account to be made or given for or concerning the ſame, to the ſaid *E. B.* her Executors, Adminiſtrators or Aſſigns. **In Witneſs**, &c.

Covenant to pay the Money.

Covenant, that the above recited Demiſe is a good Demiſe in Law.

Covenant for quiet Enjoyment, *&c.* in Default of Payment.

Covenant in caſe of Breach or Default in the Proviſo or Condition, to make ſuch farther Aſſurance, *&c.*

Covenant for quiet Enjoyment till Breach, *&c.*

An Aſſignment of a Mortgage for a Term of Years by way of Indorſement, and of a Bond for Payment of the Mortgage Money, and for Performance of Covenants, with a Letter of Attorney.

Know all Men by theſe Preſents, That I the within named *S. C.* in Conſideration of —— of lawful Money of *Great Britain* to me in Hand paid by *T. B.* of —— the Receipt, *&c.* and for divers other good Cauſes and Conſiderations me hereunto eſpecially moving, **Have** bargained, *&c.* and by theſe Preſents **Do**, &c. unto the ſaid *T. B.* his Executors, Adminiſtrators and Aſſigns, **All**, &c. *the within Indenture of Demiſe*, and Premiſſes thereby granted and demiſed, or mentioned or intended ſo to be, and every Part thereof, with the Appurtenances; and all my Eſtate, Right, Title, Intereſt, Term of Years to come,

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Property, Claim and Demand whatſoever, either in Law or Equity, of, in or to the ſame, or any Part thereof; **And alſo** one Bond or Obligation bearing equal Date with the within Indenture, whereby the within named *T. C.* became bound to me in the penal Sum of —— conditioned for the Payment of —— within mentioned, and for the true Performance of the ſeveral Covenants in the within Indenture mentioned, and all and every Sum and Sums of Money due, or to grow due thereon; **To have and to hold** the ſaid ſeveral, *&c.* and Premiſſes, by the within Indenture granted and demiſed, with their Appurtenances, unto the ſaid *T. B.* his Executors, Adminiſtrators and Aſſignes from henceforth, for and during the Reſidue and Remainder now to come and unexpired of the within Term of —— Years, ſubject to the Proviſo within contained; and to have, receive and take all and every Sum and Sums of Money due, or to grow due upon the ſaid Bond to the ſaid *T. B.* his Executors, Adminiſtrators and Aſſigns, to his and their own proper Uſe and Behoof: **And** I the ſaid *S. C.* do hereby make the ſaid *T. B.* his Executors, Adminiſtrators and Aſſigns, my true and lawful Attorney and Attornies, *&c.* (*as in the Letter of Attorney in the Aſſignment of a Bond*). **And** I the ſaid *S. C.* do hereby for myſelf, my Heirs, Executors and Adminiſtrators, covenant, *&c.* (*That the mortgaged Premiſſes are not incumbred*, &c. *Vide* Tit. **Covenants.**) **In Witneſs**, &c.

An Aſſignment of an Aſſignment (*by way of Mortgage*) *of a Leaſe, to the Aſſignee of the Equity of Redemption on Payment of the Mortgage Money.*

THIS Indenture, made, *&c.* **Between** *A. P.* of —— of the one Part, and *J. S.* of —— of the other Part. **Whereas**, &c. (*Recital of a Leaſe to* T. W. *for Years, and of an Aſſignment of a Leaſe by way of Mortgage from* T. W. *to* J. K. *And of another Aſſignment* Tripartite, *by way of Mortgage from the ſaid* J. K. *by the Direction and Confirmation of the ſaid* T. W. *of the ſaid Leaſe to* A. P. *Vide* Tit. **Recitals.**) **And whereas** the ſaid Principal Sum of —— ſecured by the ſaid recited Indenture *Tripartite*, unto the ſaid *A. P.* has not been paid, and the ſame, together with the Sum of —— for the Intereſt thereof, (making together the Sum of ——) now remains due and owing to her the ſaid *A. P.* by Virtue of the before recited Indenture of Aſſignment or Mortgage ſo made to her as aforeſaid: **And whereas** by Virtue of one or more good and ſufficient Aſſignments and other good Aſſurances in Law, ſhe the ſaid *J. S.* is now legally intitled to the ſaid recited Indenture of Leaſe, and the ſaid —— and Premiſſes thereby demiſed, for the now Reſidue of the ſaid Term of —— Years thereby aſſigned; *Subject nevertheleſs* to the Rents and Covenants therein reſerved, and alſo ſubject to the Payment unto the ſaid *A. P.* of the ſaid —— ſo now due to her for Principal and Intereſt Money, by Virtue of the ſaid recited Indenture of Aſſignment or Mortgage ſo made to her as aforeſaid: **Now this Indenture witneſſeth**, that for and in Conſideration of the ſaid Sum of —— of lawful Money of *Great Britain*, unto the ſaid *A. P.* in Hand well and truly paid by the ſaid *J. S.* at or before the Sealing and Delivery of theſe Preſents in full Satisfaction and Diſcharge of all Principal and Intereſt Monies whatſoever now due to her the ſaid *A. P.* by Virtue of the ſaid recited Indenture of Aſſignment or Mortgage ſo made to her as aforeſaid, the Receipt, *&c.* ſhe the ſaid *A. P.* **Hath** bargained, ſold, aſſigned, transferred and ſet over, and by theſe Preſents **Doth** bargain, *&c.* unto the ſaid *J. S.* her Executors, Adminiſtrators and Aſſigns, the ſaid herein before recited Indenture of Leaſe, and the ſaid —— (*the Parcels*), and all and ſingular other the Premiſſes which in and by the ſaid Indenture *Tripartite* of Aſſignment or Mortgage were aſſigned and ratified unto her the ſaid *A. P.* as aforeſaid, or mentioned or intended ſo to be, with their Appurtenances; and all the Eſtate, Right, Title, Intereſt, Term of Years to come, Property, Claim and Demand whatſoever, both in Law and Equity, of her the ſaid *A. P.* or of any Perſon or Perſons in Truſt for her, of, in, to or out of the ſaid hereby aſſigned —— and other the Premiſſes, by Virtue of the ſaid recited Indenture of Leaſe and Indenture *Tripartite* of Aſſignment or Mortgage thereof, or either of them, or otherwiſe howſoever, together with the ſame Indentures, and all and every other the Deeds, Evidences and Writings touching or concerning the ſame Premiſſes which ſhe the ſaid *A. P.* now hath in her Cuſtody or Power, or can come by without Suit in Law or Equity; **To have and to hold** the ſaid —— (*the Parcels*), and all and ſingular other the Premiſſes herein before mentioned, and intended to be hereby aſſigned, with their Appurtenances, unto the ſaid *J. S.* her Executors, Adminiſtrators and Aſſigns, from henceforth for and during all the Reſt and Reſidue of the ſaid Term of —— Years by the ſaid Indenture of Leaſe granted, which is now to come and unexpired; **Subject nevertheleſs** to the Rents and Covenants in the ſaid recited Indenture of Leaſe reſerved and contained, and which from henceforth on the Leſſees Part are or ought to be paid and performed. (*Covenant added that the Aſſignor has not done any Thing to incumber the Premiſſes.* Vide Tit. **Covenants.**) **In Witneſs**, &c.

Aſſignment from an Adminiſtratrix (of her late Huſband, Father and Mother, of a mortgaged Eſtate made by T. F. *Eſq; to the Father and Mother above* 50 *Years ſince) to a Purchaſer thereof.*

THIS Indenture, &c. **Between** *E. C.* of, *&c.* (Adminiſtratrix of *W. C.* late of, *&c.* deceaſed, and of *J.* his Wife, who ſurvived her ſaid Huſband with the Wills annexed of the ſaid *W. C.* and *J.* and alſo Widow and Adminiſtratrix of *W. C.* late of, *&c.* deceaſed, who was Son and Heir of the ſaid *W C.* and alſo Son and Heir and Reſiduary Legatee of the ſaid *J. C.* of the one Part,) and *P. R.* of, *&c.* of the other Part. **Whereas** by Indenture of Demiſe or Mortgage, bearing Date, *&c.* made between *T. F.* then of, *&c.* of the one Part, and the ſaid *W. C.* the Father, of the other Part, *The* ſaid *T. F.* for the Conſideration therein mentioned, *Did* demiſe and grant unto the ſaid *W. C.* the Father, *All* that Meſſuage, *&c. And all* the other Meſſuage, *&c. To hold* the ſaid Premiſſes unto the ſaid *W. C.* the Father, his Executors, *&c.* from the Day of the Date of the Indenture now reciting, unto the full End and Term of 99 Years, without Impeachment of Waſte, *under a Proviſo* or Condition therein contained, for making void the ſame Indenture on Payment of the Sum of 100*l.* and Intereſt, at the Time therein mentioned and long ſince paſt: **And whereas** by one other Indenture of Demiſe or Mortgage, bearing Date, *&c.* and made or mentioned to be made between the ſaid *T. F.* (ſince deceaſed) of the one Part, and the ſaid *J. C.* then of, *&c.* Widow, of the other Part, the ſaid *T. F.* for the Conſiderations in the ſame Indenture mentioned, *Did* demiſe and grant unto the ſaid *J. C. As well* the ſaid two Meſſuages, *&c.* ſituate as above, *&c.* as alſo all that other Meſſuage or Tenement *cum pertinentiis*, then in Poſſeſſion of the ſaid *T. F.* ſituate, *&c. To hold* the ſame Premiſſes unto the ſaid *J. C.* her Executors, *&c.* from the Day of the Date of the Indenture now reciting for and during the full Term of 500 Years from thence next enſuing; *Subject nevertheleſs* to and under a Proviſo in the ſame Indenture contained, that the Demiſe thereby made, and all former Leaſes, Eſtates and Securities thentofore made of the Premiſſes to the ſaid *W. C.* deceaſed, late Huſband of the ſaid *J. C.* by the ſaid *T. F.* ſhould be void on his Payment of the Sum of 700*l.* and Intereſt, to the ſaid *J. C.* her Executors, Adminiſtrators and Aſſigns, at the ſeveral Times therein mentioned and long ſince paſt, as in and by the ſaid ſeveral in Part recited Indentures of Mortgage (Relation being to them reſpectively had) more fully and at large may appear: **And whereas** the ſaid Sum of 700*l.* and Intereſt, ſo ſecured as aforeſaid, not being paid; *They* the ſaid *J. C. W. C.* the Son and *E.* his Wife, ſome or one of them, having obtained legal Poſſeſſion of the ſaid three mortgaged Meſſuages or Tenements by the ſaid *T. F.* demiſed as aforeſaid, have quietly and peaceably held and enjoyed the ſame for 50 Years and upwards, and they, or ſome of them, have laid out at leaſt the Sum of 500*l.* in Repairs, and laſting Improvements of the ſaid Premiſſes: **And whereas** by Virtue of ſeveral Wills, Adminiſtrations, or otherwiſe, the ſaid ſeveral recited Indentures of Demiſe or Mortgage, and three Meſſuages and Premiſſes thereby reſpectively granted, are now become veſted in the ſaid *E. C.* for the Reſidue of the ſaid ſeveral Terms of 99 Years and 500 Years, by the ſaid Indentures of Demiſe reſpectively granted, and which are therein now to come and unexpired; (*Subject nevertheleſs* to ſuch Equity of Redemption, as the Heirs of the ſaid *T. F.* can or may have therein on their Payment of all Principal and Intereſt Monies, due and to become due by Virtue of the ſaid ſeveral recited Securities ſo made thereof as aforeſaid): **And whereas** the ſaid *P. R.* hath contracted and agreed with the ſaid *E. C.* for the abſolute Purchaſe of all her the ſaid *E. C.*'s Eſtate, Right, Title, Intereſt, Poſſeſſion, Term of Years to come, and Equity of Redemption, of, in and to the ſaid three Meſſuages, Burgages or Tenements and Premiſſes, at and for the Sum of 650*l.* (*Subject nevertheleſs* as herein before and after is mentioned): **Now this Indenture witneſſeth,** that for and in Conſideration of the ſaid Sum of 650*l.* of, *&c.* to the ſaid *E. C.* in Hand, *&c.* (in full for the abſolute Purchaſe of all the Eſtate, Right, Title, Intereſt, Term of Years and Equity of Redemption of her the ſaid *E. C.* of, in and to the Premiſſes as aforeſaid) the Receipt of which ſaid Sum of 650*l.* ſhe the ſaid *E. C.* doth hereby acknowledge, and thereof, *&c.* and for divers, *&c.* **She** the ſaid *E. C.* **hath** granted, bargained, ſold, aſſigned, transferred and ſet over, and by theſe Preſents **Doth** grant, *&c.* unto the ſaid *P. R.* his Executors, *&c.* **All** that, *&c.* (*mentioning the three Meſſuages*, &c.) and the Reverſion, *&c.* and all the Eſtate, *&c.* by Virtue of the ſaid recited Indentures of Demiſe, Wills and Adminiſtrations, any or either of them, or otherwiſe howſoever; together with the ſaid two Indentures of Demiſe, and all other Deeds, Evidences and Writings whatſoever, touching or concerning the ſaid Premiſſes, which ſhe the ſaid *E. C.* hath in her Cuſtody or Power, or can come by without Suit in Law or Equity, and together alſo with all Principal and Intereſt Monies whatſoever, now due and to become due by

Recitals, *viz.* As to the Mortgage to the Father of two Meſſuages for 99 Years.

As to the ſecond Mortgage to the Mother of the above two Meſſuages, and alſo of another Meſſuage.

As to the Mortgage Monies not being paid, and Poſſeſſion of Mortgagees for 50 Years.

As to Mr. *C.*'s now Title to the Premiſſes.

As to Mr. *R.*'s Contract with her for Probate thereof.

Conſiderations.

Alſo the Monies.

by Virtue of the ſaid recited Indentures of Mortgage, or either of them; and all Coſts and Charges touching the ſame; **To have and to hold** the ſaid three Meſſuages, &c. herein before mentioned and intended to be hereby aſſigned, with their and every of their Appurtenances unto the ſaid *P. R.* his Executors, Adminiſtrators and Aſſigns, from henceforth for and during all the Reſt and Reſidue of the ſaid ſeveral Terms of 99 Years and 500 Years, by the ſaid two ſeveral recited Indentures of Demiſe reſpectively granted, which are now to come and unexpired; **And to have**, hold, receive, take and enjoy the ſaid hereby aſſigned Principal and Intereſt Monies, unto and to the Uſe of the ſaid *P. R.* his Executors, Adminiſtrators and Aſſigns from henceforth, as and for his and their proper Monies for evermore, and that in as full, large, ample and beneficial Manner, to all Intents, Conſtructions and Purpoſes whatſoever, as ſhe the ſaid *E. C.* her Executors or Adminiſtrators, could or might or ought to have had, held, received or enjoyed the ſame, in caſe theſe Preſents had not been made; (*Subject nevertheleſs* to ſuch Right and Equity of Redemption, as the Heirs of the ſaid *T. F.* can or may have therein on Payment of all Principal and Intereſt Monies, now due and to become due by Virtue of the ſaid ſeveral recited Securities ſo made thereon as aforeſaid, together with all Coſts and Charges touching the ſame): **And** the ſaid *E. C.* for herſelf, her Heirs, Executors and Adminiſtrators, and for every of them, doth hereby covenant, promiſe and agree, to and with the ſaid *P. R.* his Executors, &c. in Manner as follows, *viz.* that at the Time of the Sealing and Delivery of theſe Preſents, there is juſtly and truly due and owing to her the ſaid *E. C.* by Virtue of the ſaid ſeveral recited Securities ſo made by the ſaid *T. F.* to the ſaid *W. C.* the Father, and *J. C.* as aforeſaid, the ſeveral Principal Sums, amounting to the ſaid Sum of 700*l.* and upwards, over and above all and every Sum and Sums of Money whatſoever, which ſhe the ſaid *E. C.* or the ſaid *W. C.* her late Huſband, and the ſaid *W. C.* the Father, or the ſaid *J.* his Wife, or any of them, have received by and out of the Rents and Profits of the ſaid mortgaged Premiſſes, or otherwiſe howſoever; **And** that the ſaid hereby aſſigned ſeveral Terms of 99 Years and 500 Years, ſo granted of and in the ſaid Premiſſes as aforeſaid, for ſo much thereof as are therein reſpectively now to come and unexpired, are good, valid and ſubſiſting Terms and Eſtates in the Law, and not ſurrendered, forfeited or made voidable; **And alſo** that ſhe the ſaid *E. C.* now hath in herſelf good Right, full Power, and lawful and abſolute Authority to grant, bargain, ſell and aſſign the ſaid three ſeveral Meſſuages, &c. unto the ſaid *C. R.* his Executors, &c. in Manner and Form and ſubject as aforeſaid; **And further**, &c. Interruption or Diſturbance whatſoever of her the ſaid *E. C.* her Heirs, Executors, Adminiſtrators or Aſſigns, or of or by any other Perſon or Perſons whomſoever, claiming or to claim, by, from, under or in Truſt for her or them, or by, from, under or in Truſt for the ſaid *W. C.* her late Huſband, deceaſed, or the ſaid *W. C.* the Father, and *J.* his Wife, deceaſed, or any or either of them; **And that** free, &c. Claims, Demands and Incumbrances whatſoever, had, made, done, committed or ſuffered by her the ſaid *E. C. W. C.* her late Huſband, *W. C.* the Father, and *J.* his Wife, any or either of them, or by any other Perſon or Perſons whatſoever, claiming or to claim, by, from, under and in Truſt for them, any or either of them; **And moreover**, that ſhe the ſaid *E. C.* her Heirs, Executors and Adminiſtrators, and all and every other Perſon and Perſons whatſoever, having or lawfully claiming, or which ſhall or may at any Time hereafter have or lawfully claim any Eſtate, Right, Title, Term or Intereſt, of, in or to the ſaid hereby aſſigned Meſſuages, &c. or any Part thereof, by, from, under or in Truſt for her or them, or by, from, under or in Truſt for the ſaid *W. C.* the Son, *W. C.* the Father, and *J.* his Wife, deceaſed, or any or either of them, ſhall and will from Time to Time and at all Times hereafter, during the Reſidue of the ſaid ſeveral Terms of Years now to come therein upon the reaſonable Requeſt, &c.

Habendum Meſſuages, &c.

Habendum Monies.

Subject, &c.

Covenant, *viz.*

What is due.

The Term ſubſiſting.

Good Right.

Peaceable Enjoyment.

Free from Incumbrances.

Further Aſſurance.

Of a Mortgage Term of Years, in Truſt for a Mortgagee in Fee, ſubject to the Redemption in his Mortgage, on his paying off the Mortgage for Years.

By Indorſement.

To all, &c. the within named *C. K.* the Son, *C. S.* Son and Heir, and alſo Executor of the laſt Will and Teſtament of the within named *J. S.* deceaſed, the within named Sir *J. R. F. M.* of —— Eſq; and *A. B.* of —— Gent. ſend Greeting. **Whereas** the ſaid *F. M.* has at the Requeſt and Deſire of the ſaid *C. K.* the Son, teſtified, &c. paid to the ſaid *C. S.* Executor of the within named *J. S.* the within mentioned Principal Sum of, &c. and all Intereſt due for the ſame to the Day of the Date of theſe Preſents, being paid by the ſaid *C. K.* Party to theſe Preſents: **Now know ye**, that for the Conſideration aforeſaid, and for the Conſideration of the Sum of 5*s.* a-piece to the ſaid *C. K.* Party hereto, *C. S.* and Sir *J. R.*

J. R. in Hand respectively paid by the said *A. B.* at or before, &c. the respective Receipts, &c. and for other good Causes, &c. he the said Sir *J. R.* at the Request of the said *C. K.* Party hereto, and by the Direction of the said *C. S.* and at the Nomination of the said *F. M.* testified by their Signing and Sealing, &c. **Hath** bargained, &c. (and the said *C. K.* Party hereto, hath ratified and confirmed) and by these Presents the said Sir *J. R.* **Doth** bargain, &c. (and the said *C. K.* Party hereto, doth ratify and confirm) unto the said *A. B.* his Executors, &c. **All** and every the —— in and by the within written Indenture assigned to the said Sir *J. K.* for the Residue of the within mentioned Term of——Years, and all the Estate, &c. of the said Sir *J. R.* in and to the same; **To have and to hold** the said —— unto the said *A. B.* his Executors, &c. from henceforth for and during all the Rest, Residue and Remainder of the within mentioned Term of——Years yet to come and unexpired; **In Trust** for the said *F. M.* his Executors, &c. **Subject nevertheless** to the Redemption of the said *C. K.* Party hereto, on Payment of such Sum or Sums of Money, at such Times, Place, and in such Manner, as in and by a certain Indenture of Release, bearing equal Date herewith, and made or mentioned to be made between —— is mentioned and expressed. (*Covenant from Sir* J. R. *to* A. B. *that no Act is done to incumber*). **In Witness,** &c.

Of absolute and conditional Rents reserved on Leases, as a Collateral Security for the Payment of Mortgage Money.

THIS Indenture made, &c. **Between** *T. E.* of the one Part, and the Reverend *F. A.* one of the Canons of the Cathedral Church of *S.* of the other Part. **Whereas,** &c. (*Recitals of three Leases*) **And whereas,** &c. (*Recital of a Mortgage for* 1000*l.*) **Now this Indenture witnesseth,** That for and in Consideration of the Sum of 5*s.* &c. the Receipt, &c. and for the further and better securing the Payment of the said Sum of 1000*l.* and Interest, lent to the said *T. E.* by the said *F. A.* as aforesaid, and for divers other good Causes, &c. he the said *T. E.* **Hath** granted, &c. unto the said *F. A.* his Executors, &c. the said several yearly Rents of —— and —— amounting together to the yearly Sum of —— and all and every other the Rent and Rents, Sum and Sums of Money whatsoever, in and by the said several Indentures of Lease reserved, and payable to the said *T. E.* his Executors, &c. and all his the said *T. E.*'s Right, Title, Interest, Use, Trust, Property, Claim and Demand, of, in and to the same; and all and every the Remedies, Clauses, Provisoes and Agreements in the said Indentures of Lease contained, for the recovering thereof, or any Part thereof, together with the Counterparts of the said several Indentures of Lease; **To have,** hold, receive, perceive and enjoy the said yearly Sums or Rents, and every Part and Parcel thereof hereby assigned, or mentioned so to be, unto the said *F. A.* his Executors, &c. from the Day of the Date hereof, for and during the Continuance of the said several and respective Indentures of Lease before recited, in as large, ample and beneficial Manner, to all Intents and Purposes, as the said *T. E.* or his Assigns, might or could do, by Force and Virtue of the said recited Indentures of Lease, or otherwise howsoever; **And,** &c. (*Covenant added from* T. E. *to* F. A. *that no Incumbrance is done*): **And further,** that after Default shall happen to be made in Payment of the said Sum of 1000*l.* and Interest, or any Part thereof, contrary to the Proviso and Covenant in the said recited Indenture of Mortgage, that then it shall be lawful to and for the said *F. A.* his Executors, &c. and the said *T. E.* doth by these Presents impower the said *F. A.* (*Covenant for peaceable receiving the Rents.*) **Provided always, and upon Condition nevertheless,** That if the said *T. E.* his, &c. shall and do well and truly pay, or cause, &c. unto the said *F. A.* his, &c. the said Sum of 1050*l.* of, &c. at such Times and Places, and in such Manner as the same is made payable, by the Proviso and Covenant in the said recited Indenture of Mortgage, that then this present Grant and Assignment to be void and of no Effect; any Thing, &c. **And lastly,** that until there be a Failure in Payment in the said Sum of 1050*l.* or some Part thereof, contrary to the Proviso and Covenant in the said recited Indenture of Mortgage contained in that Behalf, it shall and may be lawful to and for the said *T. E.* his, &c. to have, take and receive to his and their own Use, the said annual Rents of —— to him reserved and payable by the said recited Indenture of Lease as aforesaid, without any Account to be had or given for the same. **In Witness,** &c.

Of a Mortgage and Bond from one Administrator of the Mortgagee to the other.

TO all, &c. *J. P.* of, &c. (one of the Brothers of the Half-Blood, and one of the Administrators of *E. S.* late of, &c. deceased, which said *E. S.* was the Niece and Administratrix *de bonis non*, with the Will annexed, of the within named *A. S.* also deceased) sendeth Greeting. **Whereas** the Principal Sum of 100*l.* secured by the within written Indenture on

Principal and Interest due to

the

the Messuage or Tenement, Lands and Hereditaments, and thereby assigned to the said *A. S.* his, *&c.* has not been paid, and the same Sum together with some Interest, now remains due and owing to the said *J. P.* and to *H. P.* of, *&c.* (Brother of the said *J. P.* and also one other of the Brothers of the Half-Blood, and the other Administrator of the said *E S.*) by virtue of the said Administration: **Now know ye, and these Presents witness,** That for and in Consideration of, *&c.* to the said *J. P.* in Hand paid by the said *H. P.* at, *&c.* the Receipt, *&c.* and for divers, *&c.* **He** the said *J. P.* (by and with the Consent, Direction and Appointment of the within named *E. W. W. K.* and *M.* his Wife, testified by their Signing and Sealing hereof) **Hath** bargained, *&c.* and by, *&c.* **Doth,** &c. unto the said *H. P.* **As well** the said Messuage, *&c.* which in and by the within written Indenture were assigned or mentioned or intended so to be, unto the said *A. S.* his, *&c.* with their and every of their Appurtenances, **As also** all the Estate, *&c.* by virtue of the said within written Indenture of Assignment and Letters of Administration, or either of them, or otherwise howsoever, together with the same Indenture and the within recited Indentures, and all and every other Deeds and Writings touching or concerning the said Premisses, which he the said *J. P.* hath in his Custody or Power; **To have and to hold** the said Messuages, *&c.* unto the said *H. P.* his, *&c.* from henceforth for and during all the Rest and Residue of the within granted and assigned Term of 99 Years which is now to come and unexpired; (**Subject nevertheless** to such Right and Equity of Redemption, as the Person or Persons to whom the Freehold or Inheritance of the said Premisses now or at any Time hereafter shall lawfully belong or appertain.) **And these indorsed Presents further witness,** That for the Consideration aforesaid, he the said *J. P.* **Hath,** and by these Presents **Doth** freely, clearly and absolutely grant, bargain, sell, assign, transfer and set over unto the said *H. P.* **As well** the said Principal Sum of 100 *l.* secured by the said within written Indenture of Assignment, and all Interest Monies whatsoever now due and to become due for the same; **As also** the within recited and assigned Bond or Obligation, and all Benefit and Advantage whatsoever of him the said *J. P.* of, in, to or out of the said hereby assigned Monies, Bond and last mentioned Premisses, and every Part and Parcel thereof, by virtue of the said Administration, and Will, or either of them, or otherwise howsoever; **To have,** hold, receive, take and enjoy the said Principal Sum of 100 *l.* Interest Monies, Bond, and all and singular other the last herein before mentioned and intended to be hereby assigned Premisses, unto and to and for the only Use and Benefit of him the said *H. P.* his Executors, Administrators and Assigns from henceforth as and for his and their own proper Monies, Goods and Chattels, for evermore; **Together** with full and free Liberty and absolute Power and Authority for him the said *H. P.* his Executors, Administrators and Assigns, in the Name or Names of such Person or Persons, as they the said *J. P.* and *H. P.* should or might by virtue of the within written Indenture, Administration, Will, or otherwise howsoever, to commence any Action or Suit at Law or in Equity, upon the said hereby assigned Securities, Bond and Premisses so assigned to the said *A. S.* in Manner as aforesaid, as well for the recovering and receiving of all Principal and Interest Monies thereby secured and now due, or which shall hereafter arise and become due thereon, as also for the Releasing, Discharging and Assigning the same, and every Part and Parcel thereof, and that as fully, effectually and absolutely to all Intents, Constructions and Purposes whatsoever, as they the said *J. P.* and *H. P.* jointly, their Executors or Administrators, would or might have had, held, received, enjoyed, done or performed the same by virtue of their said Administration, or otherwise howsoever, in case these Presents had not been made; or as if the said *J. P.* had been actually present and done the same jointly with him the said *H. P.* as aforesaid. **In Witness** whereof as well the said *J. P.* as also the said *E. W. W. K.* and *M.* his Wife, have hereunto severally and respectively set their Hands and Seals the, *&c.*

Assignment from the Husband and his Wife, who is one of the Administratrixes of her Mother, and the Mortgagee, to the other Administratrix, of their Moiety of the Premisses.

Assignment of a Mortgage from a Husband and his Wife, who is one of the Administratrixes of her Mother (the Mortgagee) to the other Administratrix, of their Moiety of the Premisses.

This Indenture made, *&c.* **Between** *W. M.* of —— and *M.* his Wife, one of the Daughters and Co-Administratrix of the Goods and Chattels of *M. S.* late of —— Widow, deceased, of the one Part, and *E. S.* the other Daughter and Co-Administratrix of the Goods and Chattels of the said *M. S.* of the other Part. **Whereas,** &c. (*Recital of a Mortgage by Demise to* M. S.) **Which** last mentioned Sum of —— or any Part thereof, was not paid by any Person or Persons whatsoever, unto the said *M. S.* in her Life-time, nor to the said *W. M.* and *M.* his Wife, and *E. S.* or any of them since her Death, and yet remaineth unpaid; by Reason and Means whereof the said several Parcels of Land, and other the Premisses before recited, became forfeited unto the said *W. M.* and *M.* his Wife, and the said

Assignment of the Mortgage Money and the Bond for the same.

with Power to sue, *&c.*

Habendum.

Habendum.

Subject, *&c.*

Assignment of

Parcels.

Assignment of Mortgage.

Consideration.

the Assignor and Assignee.

E.S. as Co-Administratrixes of the Goods and Chattels late of the said *M.S.* deceased; and the said recited Indenture of Demise for —— Years, became absolute unto the said *W.M.* and *M.* his Wife, and *E.S.* their and every of their Executors, Administrators and Assigns: **And whereas** the said *W.M.* and *M.* his Wife, being willing to sell and dispose of their Moiety or Half-Part of the said Lands and Premisses in the said recited Indenture for —— Years, unto the said *E.S.* the said other Administratrix, for a valuable Consideration of lawful Money of *Great Britain* herein after mentioned: **Now this Indenture witnesseth,** that the said *W.M.* and *M.* his Wife, for and in Consideration of the Sum of —— to them or one of them, in Hand, *&c.* the Receipt, *&c.* **Have** granted, bargained, sold, assigned, transferred and set over, and by, *&c.* **Do** fully, freely and absolutely grant, *&c.* unto the said *E.S.* her Executors, Administrators or Assigns, **All** that their, and either of their Moiety or Half-Part, as well of and in the said several and respective Lands aforementioned and recited, and all other the said Premisses with the Appurtenances whatsoever, in and by the said recited Indenture of Demise granted unto the said *M.S.* her Executors, Administrators and Assigns as aforesaid; and also all the Estate, *&c.* which they the said *W.M.* and *M.* his Wife, or either of them, their or either of their Executors, Administrators or Assigns, now have, may, might, should or ought to have or claim, of, in or to the said Moiety or Half-Part of the said several and respective Lands and Premisses afore mentioned, with their and every of their Appurtenances, and every Part and Parcel thereof, by virtue and Force of the said Indenture of Mortgage above recited, or any Thing in it contained or mentioned, or by any other Ways or Means whatsoever, together with the said Indenture of Demise and Mortgage afore mentioned, and all and every other Writings, Escripts, Miniments, touching or concerning the same; **To have and to hold** the said several and respective Lands and Premisses, with their and every of their Appurtenances in the said Indenture of Demise mentioned and expressed, and all the Estate, *&c.* Interest and Term of Years yet to come and unexpired in the said Indenture of Demise for —— Years contained, and the said Indenture of Demise, and all other the Premisses before by these Presents granted, bargained, sold, assigned and set over, as herein or hereby meant, mentioned or intended to be granted, *&c.* with their and every of their Appurtenances, and every Part and Parcel thereof, unto the said *E.S.* her Executors, Administrators and Assigns, during the Remainder of the Term of —— Years yet to come and unexpired in the said Indenture of Lease, to her and their own proper Use and Uses and Behoofs, in as large, ample and beneficial a Manner, to all Intents, Constructions and Purposes, as they the said *W.M.* and *M.* his Wife, or either of them, now hath or shall have, or in any wise might have and enjoy, by Force and Virtue of the said Indenture of Mortgage aforesaid, or any Thing in it contained, mentioned or expressed, or otherwise howsoever. (*Covenants, free from Incumbrances, except Rents and Services to the Chief Lord, for further Assurance.* Vide Tit. **Covenant.**) **In Witness,** &c.

An Assignment of a Mortgage by Assignment of 10*l.* per Ann. *Part of an Annuity of* 50*l.* per Ann. *for securing* 50*l. and Interest.*

Recital of a Deed,

To all Persons, &c. *J.B.* of, *&c.* sendeth Greeting. **Whereas** by Indenture, *&c.* between *R.C.* of, *&c.* (only Son of *R.C.* late of, *&c.* deceased) of the first Part, *E.C.* Widow and Relict of the said *R.C.* deceased, and *E.H.* of, *&c.* Widow, [eldest Daughter of the said *R.C.* deceased] (*Which* said *E.C.* and *E.H.* are in the said Indenture mentioned to be the Executrixes of the last Will and Testament of the said *R.C.* deceased) of the second Part, and the said *J.B.* of the third Part; *Whereby* (after reciting to the Effect following, *viz.*) that the said *R.C.* deceased, was in his Life-time possessed of and intitled unto one Annuity of 50*l. per Ann.* payable out of his Majesty's Exchequer for the Residue of a Term of 99 Years, secured by an Order (N° 1282) taken in the Name of the said *R.C.* deceased, bearing Date the, *&c.* and made out pursuant to an Act of Parliament made and passed in the —— Year of the Reign of, *&c.* (intitled, An Act for, *&c.* by selling Annuities at several Rates, and for such respective Terms or Estates as are therein mentioned,) *And* that the same *R.C.* by his Will dated, *&c. Did* devise the same Annuity to his said Wife and Daughter, and to the Survivor of them, and to the Executors and Administrators of such Survivor, in Trust (*inter alia*) to pay 10*l. per Ann.* Part of the said 50*l. per Ann.* to the said *R.C.* the Son, Party to the said Indenture, his, *&c.* for all the then Residue of the said Term of 99 Years, *And* that the said *R.C.* the Testator was dead, *And* that the said *E.C.* and *E.H.* his Executrixes had proved his Will; *It is by the said Indenture witnessed,* that for 50*l.* lent and paid to the said *R.C.* Party thereto, by the said *J.B.* they the said *E.C.* and *E.H.* by the Direction and Appointment of the same *R.C.* (testified as therein is mentioned) and also the said *R.C.* and every of them, *Did* thereby assign, transfer and set over unto the said *J.B. All* the

Reciting that *R.C.* the Father, in his Life was possessed of an Annuity of 50*l. per Ann.* for 99 Years, and devised it to his Wife and Daughter, in Trust to pay there out to *R.C.* the Son, 10*l. per Ann.* *E.C.* and *E.H.* proved his Will.

the Right, Title, Interest, Claim and Demand whatsoever, in Law or Equity of them the said *E.C. E.H.* and *R.C.* Party thereto, and every or any of them, of, in, and unto the said yearly Sum of 10*l. per Ann.* (Part of the said Annuity of 50*l. per Ann.*) *To hold* the said 10*l. per Ann.* unto the said *J.B.* his Executors, Administrators and Assigns, for all the then Rest and Residue of the said Term of 99 Years then to come and unexpired, *under a Proviso* for making the same Indenture void on Payment of 50*l.* and Interest, by the same *R.C.* his Executors or Assigns, to the said *J.B.* in such Manner as therein is mentioned, *As* by the said Indenture more fully may appear: **And whereas** Breach being made of the said Proviso, the said 10*l per Ann.* assigned by the said Indenture, is thereby in Law become vested in the said *J.B.* **And whereas** all Interest Money for the said Principal Sum of 50*l.* hath been paid or otherwise secured to the said *J.B* to the Date hereof, and there now only remains due to him the said Principal Sum of 50*l.* and no more: **Now these Presents witness,** That in Consideration of the said Sum of 50*l.* of lawful Money to the said *J.B.* in Hand well and truly paid by *E.W.* of the Parish of St. *Dunstan* in the West, *London*, Gent. at, *&c.* the Receipt, *&c.* **He** the said *J.B.* **hath** and by these Presents **doth** assign, transfer and set over unto the said *E.W.* **as well** the said 10*l. per Ann.* Part of the said Annuity of 50*l. per Ann.* **as also** all the Right, Title, Interest, Claim and Demand whatsoever, both in Law and Equity of him the said *J.B.* of, in or to the said yearly Sum of 10*l.* by virtue of the said recited Indenture, or otherwise howsoever; **together** with the same Indenture, and all Benefit and Advantage to be had or made thereby, and of a Bond of even Date therewith; **To have and to hold** the said yearly Sum of 10*l.* (Part of the said Annuity of 50*l. per Ann.*) and all and singular the Premisses herein before mentioned and intended to be hereby assigned, unto the said *E.W.* his Executors, Administrators and Assigns, from henceforth for and during all the Rest and Residue of the said Term of 99 Years in the said Order mentioned, now to come and unexpired, in as full and ample Manner to all Intents, Constructions and Purposes, as he the said *J.B.* might or could have held and enjoyed the same in case these Presents had not been made; **Subject nevertheless** to such Equity of Redemption, as the said *R.C.* the Son, now hath or may have therein; **And** the said *J.B.* for himself, his, *&c.* doth hereby covenant and agree to and with the said *E.W.* his, *&c.* that he the said *J.B.* hath not made, *&c.* any Act, *&c.* whereby the Premisses hereby assigned are, *&c.* in any wise impeached, *&c.* in Title, *&c.* **In Witness,** &c.

Witnessed that for 50*l.* they assigned the 10*l per Ann.* to *J.B.*

Redeemable on *R.C.*'s paying said *J.B.* 50*l.* and Interest.

Forfeiture.

Interest paid, Principal due.

Assignment of said mortgaged 10*l. per Ann.*

Subject to the Equity of Redemption.

Assignment of a Mortgage by Executors of the Assignee of the Mortgagee, and a Release of the Equity of Redemption by the Assignees of the Bankruptcy of the Mortgagor.

This Indenture Tripartite, made, *&c.* **Between** *J.D.* of —— and *R.L.* of —— (*Assignees of the Commission of Bankruptcy of* J.W.) of the first Part, *T.B.* of —— and *E.B.* of —— Executors of the last Will and Testament of *G.W.* (*Assignee of the Mortgagee*) late of —— deceased, of the second Part, and *W.R.* of —— (*the Assignee of the Mortgage, and the Purchaser of the Equity of Redemption*) of the third Part. **Whereas,** &c. (*Recital of a Lease from* G.B. *to* J.W. *for a Term, and a Mortgage by Assignment thereof from* J.W. to R.V. *together with a Policy of Insurance; and an Assignment by Indorsement of the Counterpart of the said Mortgage from said* J.W. *to the said* G.W. *subject to Redemption; and an Assignment by Commissioners of the Bankruptcy against* J.W. *of his Effects to the said* J.D. *and* R.L. *and an Assignment by Indorsement of the said Mortgage from said* R.V. *to said* G.W.) **And whereas** by virtue of the said herein before recited Indenture of Assignment from the said Commissioners of Bankrupt to the said *J.D.* and *R.L.* the Right and Equity of Redemption of the said *J.W.* of, in and to the said Premisses, is become vested in the said *J.D.* and *R.L.* **And whereas** by virtue of the said last Will and Testament of the said *G.W.* the said *T.B.* and *E.B.* or one of them, are or is become lawfully intitled to the said several herein before recited Mortgages and Monies thereon due and owing: **And whereas** the said *W.R.* is come to an Agreement with the said *J.D.* and *R.L.* for the absolute Purchase of the Right and Equity of Redemption of the said *J.W* of, in and to the said —— with the Appurtenances; and is also come to an Agreement with the said *T.B.* and *C.B.* for the Purchase of the Right and Interest of them the said *T.B.* and *E.B.* of, in and to the said Premisses, at the Rate or Price in the Whole of the Sum of ——— of, *&c.* to be paid in Manner herein after mentioned: **Now this Indenture witnesseth,** That for and Consideration of the Sum of —— of, *&c.* Part of the said Sum of ——— to the said *T.B.* and *E.B.* or one of them, well, *&c.* paid by the said *W.R* at, *&c.* in full Payment and Satisfaction of all Principal Money and Interest due on the said several herein before recited Assignments, or the Mortgages, the Receipt of which said Sum of ——— they the said *T.B.* and *E.B.* do hereby acknowledge

Recitals of a Lease, Mortgage thereof, *&c.*

Who Equity of Redemption is vested in.

and who intitled to the Mortgages.

Agreement for Purchase of Equity of Redemption and Mortgage.

Assignment of the Mortgage to the Purchasors of the Equity of Redemption.

acknowledge, and thereof, &c. **They** the said *T. B.* and *E. B.* (by and with the Direction and Consent of the said *J. D.* and *R. L.* testified by their executing these Presents) **Have,** and each of them **Hath** bargained, sold, assigned, transferred and set over, and by these Presents, so far as in them lieth, **Do,** and each of them **Doth** bargain, &c. unto the said *W. R.* the said herein before recited Indenture of Demise or Lease, and the said —— and Premisses herein before mentioned, and the said herein before recited Indenture of Assignment and Mortgage, and the Counterpart thereof, and the said two several herein before recited Indorsements, and also all the Estate, Right, Title, Interest, Use, Possession, Reversion, Time and Term of Years now to come and unexpired, Rents, Benefits, Property, Profits, Claim and Demand whatsoever, either at Law or in Equity, of them the said *T. B.* and *E. B.* of, in or to the same Premisses, every or any Part or Parcel thereof, by Force of the said recited Indenture of Lease, or the said recited Indenture of Assignment or Mortgage, or the Counterpart thereof, or the said two several Indorsements, or otherwise howsoever; and also the said herein before mentioned Instrument or Policy of Insurance, and all Benefit and Advantages whatsoever to be had, made or received thereby, together with all Deeds, &c. **To have and to hold** the said herein before recited Indenture of Demise or Lease, and the said —— herein before mentioned, and the said herein before recited Indentures of Assignment of Mortgage, and the Counterpart thereof, and the said two several herein before recited Indorsements, and all and singular other the Premisses hereby assigned and set over, or mentioned or intended to be hereby assigned and set over, and every Part and Parcel thereof, with their and every of their Appurtenances, together with all such Deeds, Evidences and Counterparts of Leases, unto the said *W. R.* his Executors, Administrators and Assigns from henceforth, for and during all the Rest, Residue and Remainder now to come and unexpired of the said Term of —— in and by the said recited Indenture of Demise or Lease demised or granted, and that in as large, ample and beneficial Manner, to all Intents and Purposes whatsoever, as they the said *T. B.* and *E. B.* or either of them, might or could have, hold and enjoy the same, if these Presents had not been made or executed. (*Covenant that neither of the Executors have done any Act to incumber the Premisses, or make the Lease void or voidable.* Vid. Tit. **Covenant.**)

Assignment and Release of the Equity of Redemption, &c.

And this Indenture further witnesseth, That for and in Consideration of the Sum of —— (being the Residue and Remainder of the said Sum of —— the Consideration Money before mentioned) to the said *J. D.* and *R. L.* or one of them, well, &c. paid by the said *W. R.* at, &c. the Receipt, &c. **They** the said *J. D.* and *R. L.* **Have,** and each of them **Hath** bargained, sold, assigned, transferred and set over, ratified, released and confirmed, and by, &c. **Do,** and each of them **Doth** bargain, &c. unto the said *W. R.* the said herein before recited Indenture of Demise or Lease, and the said —— and Premisses herein before mentioned, and the said herein before recited Indenture of Mortgage, and Counterpart thereof, and the two several herein before recited Indorsements, together with all Benefit and Advantage of the said herein before recited Indenture of Assignment from the said Commissioners of Bankrupt, and also all the Estate, Right, Title, Interest, Use, Possession, Reversion, Time and Term of Years now to come and unexpired, Rents, Benefit and Equity of Redemption, Property, Profit, Claim and Demand whatsoever, either in Law or Equity, or otherwise howsoever, of them the said *J. D.* *R. L.* and *J. W.* or any or either of them in Law or Equity, or otherwise howsoever, by Force of the said recited Indenture of Lease, or the said recited Indenture of Assignment from the said Commissioners of Bankruptcy, or otherwise howsoever; **To have and to hold** the said herein before Indenture of Lease, and the said —— and all and singular other the Premisses hereby bargained, sold, &c. or mentioned or intended so to be, and every Part, &c. and the said Indenture of Assignment or Mortgage, and Countepart thereof, and the said two several recited Indorsements, together with all the Benefit and Advantage of the said Indenture of Assignment from the said Commissioners of Bankruptcy unto the said *W. R.* his Executors, Administrators and Assigns from henceforth, for and during all the Rest, Residue and Remainder now to come and unexpired of the said Term of —— in and by the said recited Indenture of Demise or Lease demised or granted, freed or discharged of and from all and every Power, Clause, Benefit and Equity of Redemption of the said *J. W.* of and in the said Premisses, or any Part or Parcel thereof. (*Covenant that the Assignees have done no Act to incumber the Premisses, or to make the Lease void or voidable; and from* W. R. *the Purchaser to the Trustees, that he will perform the Covenants,* &c. *in the original Lease.* Vid. Tit. **Covenant.**) **In Witness,** &c.

An

An Assignment of a Mortgage from a Trustee of a Roman *Catholick, whereby she and Mortgagor join, and whereby Interest is made Principal.*

THIS Indenture Quadripartite, made, &c. Between *A. H.* of, &c. Esq; of the first Part, *F. L.* of, &c. Gent. of the second Part, *E. C.* of *L.* Widow, of the third Part, and *E. C.* of, &c. Esq; of the fourth Part. Whereas by Indenture of Demise by way of Mortgage, bearing Date, &c. and made between the said *A. H.* of the one Part, and the said *F. L.* by the Name of, &c. of the other Part, *In Consideration* of the Sum of 1000 *l.* of, &c. therein mentioned to be, and which was paid to the said *A. H.* by the said *F. L.* he the said *A. H. Did* demise, &c. unto the said *F. L.* his, &c. *All* that the Manor, &c. which said Manor, &c. were formerly purchased of, &c. and all and singular, &c. *To hold* the said Manor, &c. unto the said *F. L.* his, &c. for and during the Term of 1000 Years from thenceforth next ensuing, and fully to be compleat and ended, without Impeachment of or for any Manner of Waste, *At* and under the yearly Rent of a Pepper Corn; *Subject nevertheless* to a Proviso in the same Indenture contained for making void thereof on Payment by the said *A. H.* unto the said *F. L.* or his Assigns, of the Sum of 1050 *l.* of lawful Money, on certain Days therein mentioned and long since past; as in and by, &c. And whereas the said Sum of 1000 *l.* in the said recited Indenture of Mortgage mentioned to be paid by the said *F. L.* to the said *A. H.* was not the proper Money of the said *F. L.* but was the proper Money of the said *E. C.* and the Name of him the said *F. L.* was used in the said Indenture of Mortgage, at the Nomination of and in Trust for the said *E. C.* as by a Writing duly executed by the said *F. L.* bearing Date, &c. (purporting a Declaration of Trust in that Behalf) may appear: And whereas the said *A. H.* made Default in Payment of the said Sum of 1050 *l.* in the Proviso above mentioned, whereby the Estate and Interest of him the said *F. L.* of and in the said Manor, Hereditaments and Premisses, is now become absolute in Law; In Trust nevertheless for the said *E. C.* And whereas on the Day of the Date hereof there is justly due and owing from the said *A. H.* unto the said *E. C.* for Principal, Interest and Charges, on Account of and by Virtue of the said recited Security so made, in Trust for her as aforesaid, the full Sum of 1153 *l.* 8 *s.* 5 *d.* and no more: And whereas the said *E. D.* (at the Instance and Request of the said *A. H.*) hath agreed not only to pay off and discharge the said Sum of 1153 *l.* 8 *s.* 5 *d.* so due to her the said *E. C.* as aforesaid, but also to lend and advance unto the said *A. H.* the further Sum of 46 *l.* 11 *s.* 7 *d.* (making together the Principal Sum of 1200 *l.*) and to accept of an Assignment of the said Manor and Premisses comprised in the said Term of 1000 Years, for the now Residue of the said Term, for securing Repayment of the same Sum, together with Interest for the same, in such Manner as herein after mentioned: Now this Indenture witnesseth, that for and in Consideration of the said Sum of 1153 *l.* 8 *s.* 5 *d.* of, &c. by the said *E. D* (by the Direction and Appointment of the said *A. H.* and *F. L.* testified, &c.) to the said *E. C.* in Hand well and truly paid, at or before the Sealing and Delivery of these Presents, in full Satisfaction and Discharge of all Monies whatsoever now due unto the said *E. C.* and *F. L.* or either of them, by Virtue of the said recited Mortgage so made, in Trust as aforesaid, or otherwise affecting the Premisses comprised therein, or any Part thereof, and also in Consideration of the further Sum of 46 *l.* 11 *s.* 7 *d.* of, &c. in Hand paid by the said *E. D.* to the said *A. H.* at, &c. the Receipt of which said several Sums of 1153 *l.* 8 *s.* 5 *d.* and 46 *l.* 11 *s.* 7 *d.* amounting together to the said Principal Sum of 1200 *l.* they the said *E. C.* and *A. H.* do, and each of them doth hereby respectively acknowledge, and thereof and of every Part and Parcel thereof do, and each of them doth acquit, &c. and also for and in Consideration of the several Sums of 10 *s.* of, &c. to the said *E. C.* and *F. L.* in Hand paid by the said *E. D.* at, &c. the Receipt, &c. He the said *F. L.* (at the Request and by the Direction of the said *A. H.* testified as aforesaid, and also of her the said *E. C.* testified likewise by her being a Party to and executing of these Presents) and also they the said *A. H.* and *E. C.* Have, and each and every of them Hath bargained, sold, assigned, transferred and set over, and by these Presents they the said *A. H. F. L.* and *E. C.* and each and every of them Doth, &c. unto the said *E. D.* his, &c. all that the before mentioned Manor, &c. which in and by the said recited Indenture of Mortgage were by him the said *A. H.* demised and granted unto the said *F. L.* with their and every of their Appurtenances, and the Reversion, &c. and all the Estate, &c. by Virtue of the said recited Indenture of Demise, or otherwise howsoever, together with the same Indenture, and all and every other the Deeds, &c. which they the said *A. H. F. L.* and *E. C.* or any or either of them, have or hath in their, any or either of their Custody or Power, or can or may come by without Suit in Law or Equity; To have and to hold the said Manor or Lordship, Messuages, Lands, Tithes, Hereditа-

Recitals. As to the Mortgage. As to the Money, being the Money of *E. C.* and not of *F. L.* and Declaration of the Trust. Default in Payment. Money now due. *E. D.*'s Agreement to pay off *E. C* and to lend the Mortgagor more Money. Consideration. Assignment. *Habendum.*

Hereditaments, and all and singular other the Premisses herein before mentioned and intended to be hereby assigned, with their and every of their Rights, Royalties, Members and Appurtenances, unto the said *E. C.* his Executors, Administrators and Assigns from henceforth, for and during all the Rest, Residue and Remainder of the before mentioned Term of 1000 Years, which is now to come and unexpired, without Impeachment of Waste, freed and discharged of and from the Proviso or Condition in the said recited Indenture contained; **Subject nevertheless** to the Proviso or Condition herein after mentioned, that is to say, **Provided always,** and these Presents are upon this express Condition, and it is hereby agreed and declared by and between all and every the said Parties to these Presents, that if the said *A. H.* his, *&c.* do and shall well and truly pay, *&c.* unto the said *E. C.* his, *&c.* at or in, *&c.* the full Sum of 1260*l.* of, *&c.* in Manner following, that is to say, *&c.* without any Deduction, *&c.* he the said *E. C.* his Executors, Administrators and Assigns, at the Request, Costs and Charges of the said *A. H.* his Heirs, Executors or Administrators, shall and will re-assign or surrender all and singular the said hereby assigned Manor, *&c.* unto the said *A. H.* his, *&c.* or to such Person or Persons as he or they shall direct or appoint, free, *&c.* done by the said *E. C.* Executors, Administrators or Assigns, so as he or they for the doing thereof be not compelled to travel, *&c.* **And** the said *F. L.* for himself, *&c.* (*Covenants, done no Act to incumber.*) **And** the said *E. C.* for herself, her Executors, *&c.* (*The like Covenant*). **And** the said *A. H.* for himself, *&c.* doth covenant, *&c.* to and with the said *E. D.* his, *&c.* that he the said *A. H.* his, *&c.* shall and will well and truly pay, *&c.* unto the said *E. D.* his, *&c.* the said Sum of 1260*l.* of, *&c.* and every Part thereof, at the Place, upon the several Days and in the Manner herein before mentioned and appointed for Payment thereof, without any Deduction or Abatement whatsoever for the Discharge of the last mentioned Proviso, and according to the true Intent and Meaning of these Presents: **And further,** that the said Term of 1000 Years, for so much thereof as is now to come and unexpired, is a good, legal, valid and subsisting Term and Estate in the Law, and not surrendered or made voidable, and that the said *F. L.* and *A. H.* have Power to grant and assign the same to the said *E. D.* his, *&c.* in Manner and Form aforesaid, according to the true Intent and Meaning of these Presents: **And also** that he the said *A. H.* hath not made, done, *&c.* any Act, *&c.* (other than and except as before appears in and by these Presents): **And further,** that from and after Default shall happen to be made of or in Payment of the said Sum of 1260*l* or any Part thereof, contrary to the true Intent and Meaning of these Presents, it shall and may be lawful to and for the said *E. C.* his Executors, Administrators and Assigns, into and upon the said hereby assigned Manor, *&c.* to enter, and the same from thenceforth peaceably and quietly to have, hold, occupy, possess and enjoy, and the Rents, Issues and Profits thereof to take and receive to his and their own proper Use and Benefit, for and during all the Rest, Residue and Remainder of the said Term of 1000 Years, which shall be then to come and unexpired, without any Let, *&c.* of or by the said *A. H.* his Heirs or Assigns, or of or by any other Person or Persons whatsoever, and that free, *&c.* other than and except as aforesaid: **And moreover,** that he the said *A. H.* and his Heirs, and all and every other Person and Persons whatsoever having or lawfully claiming any Estate, Right, *&c.* shall and will from Time, *&c.* from and immediately after Default shall happen to be made of or in Payment of the said Sum of 1260*l.* or some Part thereof, contrary to the true Intent and Meaning of the above written Proviso or Condition, and of these Presents, at the Request, Costs and Charges of the said *E. D.* his, *&c.* also make, do, levy, acknowledge, suffer and execute, or cause, *&c.* all, *&c.* (be the same by Fine, Recovery, or otherwise howsoever) as well for the further, *&c.* freed and discharged of the last above mentioned Proviso, and of all his the said *A. H.* his Heirs and Assigns, Power and Equity of Redemption whatsoever of, in and to the same, as by the said *E. C.* his Executors, Administrators or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised, advised or required. **And lastly,** it is hereby agreed and declared by and between the Parties to these Presents, that until a Failure shall be made in Payment of the said Sum of 1260*l.* or some Part thereof, (contrary to the true Intent and Meaning of these Presents) it shall and may be lawful to and for the said *A. H.* his Heirs and Assigns, peaceably and quietly to have, receive, take and enjoy the Rents, Issues and Profits of all and singular the said hereby assigned Manor, Hereditaments and Premisses, to his and their own Use and Uses, without any Let, Suit, Hindrance, Disturbance, Molestation or Interruption of or by the said *E. D.* his, *&c.* and without any Account to him or them to be had or given for the same. **In Witness,** &c.

Proviso to re-assign on Payment.

Covenant to pay the Money.

That the Term is subsisting.

No Act of Incumbrance.

After Default to enter and enjoy.

Further Assurance.

Till Failure *A. H.* to receive Profits, *&c.*

I have perused and approved of this Draught,
Middle Temple, June 4, 1731. *N. Pigot.*

Assign-

Assignment of a Term of Years in Trust to attend the Inheritance.

THIS Indenture Tripartite made, &c. Between *W. D.* of, &c. Gent. *W. N.* late of, &c. but now of, &c. Gent. of the first Part, *M. G.* of, &c. Widow, of the second Part, and *S. S.* of *London*, Merchant, and *J. B.* of, &c. Linen-draper, of the third Part. Whereas by Indenture dated, &c. for the Consideration therein mentioned, the said *M. G.* did demise to *F. C.* Widow, afterwards the Wife of *J. C.* of, &c. All that Messuage or Tenement commonly called, &c. situate, &c. thentofore in the Occupation of *J. W.* Inn-keeper, afterwards of *J. F.* Widow, with all and singular the Appurtenances to the said Messuage, Tenement or Inn belonging, or in any wise appertaining; To hold to the said *F. C.* her Executors, Administrators and Assigns, from the Date thereof, for the Term of 500 Years at a Pepper-Corn Rent payable yearly, Under a Proviso to be void on Payment of 160*l.* of, &c. to the said *F. C.* upon certain Days therein mentioned, which are long since past: And whereas the said *M. G.* having borrowed the further Sum of, &c. of the said *F. C.* did by Deed Poll, bearing Date, &c. agree with the said *F. C.* that the said Indenture of Mortgage and the Premisses therein mentioned should remain and stand as a Security for the Payment thereof, as by the said Indenture of Mortgage and Deed Poll, Relation being thereunto had, may more at large appear. And whereas by Indenture Quadripartite bearing Date, &c. made between the said *J. E.* and *F. C.* his Wife, of the first Part, the said *M. G.* of the second Part, the said *W. D.* on the third Part, and the said *W. N.* on the fourth Part, the said *J. E.* and *F.* his Wife for the Considerations therein mentioned, by the Direction of the said *M. G.* did assign to the said *W. D.* the said recited Indenture of Demise, or Mortgage and Deed Poll, and all and singular the Premisses thereby demised with their and every of their Appurtenances, and all the Estate, Right, Title and Interest, of them the said *J. E.* and *F.* his Wife, or any of them, of, in or to the same, or any Part or Parcel thereof; To hold to the said *W. D.* his Executors, Administrators and Assigns, from thenceforth for all the Rest and Residue of the said Term of 500 Years, then to come and unexpired; In Trust nevertheless, for the Use and Benefit of the said *W. N.* his Heirs and Assigns, and to attend and wait upon the Freehold and Inheritance of the Premisses then conveyed by way of Mortgage to the said *W. N.* as by the said recited Indenture, Relation being thereunto had, may more fully appear: Now this Indenture witnesseth, that for and in Consideration of the Sum of, &c. to the said *W. N.* in Hand well and truly paid by the said *S. S.* by the Direction and Appointment of the said *M. G.* testified by her being a Party to these Presents, and her Signing and Sealing hereunto, and of the further Sum of, &c. to the said *M. G.* by the said *S. S.* in Hand also well and truly paid, being the same Sums, of, &c. and which are mentioned as the Consideration of a certain Indenture of Release, bearing even Date with these Presents, and made between the said *M. G.* and the said *W. N.* of the one Part, and the said *S. S.* of the other Part; and also in Consideration of the Sum of 5*l.* of, &c. to the said *W. D.* by the said *J. B.* in Hand also paid, the several Receipts whereof they the said *W. M. M. G.* and *W. D.* do hereby respectively acknowledge, and thereof and of and from every Part and Parcel thereof do respectively acquit, release and discharge the said *S. S.* and *J. B.* their Executors, Administrators and Assigns by these Presents, he the said *W. D.* by and with the Consent, Direction and Appointment of the said *W. N.* and likewise of the said *M. G.* testified by their being Parties hereunto, and Signing and Sealing hereof, and also the said *W. N.* and *M. G.* have, and each and every of them hath bargained, sold, assigned and set over, and by these Presents at the Nomination and by the Direction and Appointment of the said *S. S.* testified by his being a Party hereunto, and Signing and Sealing hereof, Do and each and every of them Doth bargain, sell, assign and set over unto the said *J. B.* the said first recited Indenture of Demise or Mortgage and Deed Poll, and the said Messuage, Tenement or Inn, and all and singular other the Premisses thereby demised or meant, mentioned or intended to be demised, with their and every of their Appurtenances, and all the Estate, Right, Title, Interest, Use, Trust, Benefit and Equity of Redemption, Term of Years yet to come and unexpired, Claim and Demand whatsoever, of them the said *W. D. W. M.* and *M. G.* or any of them, of, in or to the same, or any Part or Parcel thereof, together also with the said recited Indenture of Assignment; To have and to hold all and singular the Premisses herein before mentioned or intended to be hereby assigned, with their and every of their Rights, Members and Appurtenances, unto the said *J. B.* his Executors, Administrators and Assigns, from henceforth for and during all the Rest and Residue of the said Term of 500 Years yet to come and unexpired; In Trust nevertheless to and for the only proper Use and Benefit of the said *S. S.* his Heirs and Assigns, and to the Intent and Purpose, that the Remainder of the said Term shall attend and wait upon the Free-

Recital of the Indenture.

The Premisses.

The *Habendum.*

The said Indenture to stand as a Security for a farther Sum of Money.

Recital of the Assignment of the above recited Indenture.

The *Habendum.*

Assignment of all the Premisses.

The Considerations.

The *Habendum.*

Declaration of the Trust.

Freehold and Inheritance of the Premisses, conveyed or intended be conveyed by the said *M. G.* and *W. N.* to the said *S. S.* his Heirs and Assigns, by Indentures of Lease and Release, and Bargain and Sale, inrolled or intended to be inrolled in the High Court of Chancery, the Lease bearing Date the Day before, and the Release and Bargain and Sale bearing even Date with these Presents, and to and for none other Use, Intent or Purpose whatsoever.

Covenant that the Premisses are free from Incumbrances.

And the said *W. N.* for himself, his Heirs, Executors and Administrators, and for the said *W. D.* doth hereby covenant, promise and agree, to and with the said *S. S.* his Heirs and Assigns, that he the said *W. N.* and the said *W. D.* or either of them, have not nor hath made, done, committed, or wittingly or willingly suffered any Act, Matter or Thing, whereby or by Reason or Means whereof the said hereby assigned Premisses, or any Part thereof, is, are, shall or may be impeached, charged or incumbred, in Title, Charge, Estate, or otherwise howsoever; **And** the said *W. D.* for himself, his Heirs, Executors and Administrators, doth hereby covenant, promise and agree, to and with the said *S. S.* his Heirs and Assigns, that he the said *W. D.* hath not made, done, committed, or wittingly suffered any Act, Matter or Thing, whereby or by Reason or Means whereof the said hereby assigned Premisses, or any Part thereof, is, are, or shall or may be impeached, charged or incumbred, in Title, Charge, Estate, or otherwise howsoever. **In Witness**, &c.

Assignment of a Residue of two Mortgage Terms of Years by the Mortgagee, by the Direction of the Mortgagor and Nomination of the Purchasors, to a Trustee to attend the Inheritance.

This Indenture Quadripartite, made, *&c.* **Between** *A. C.* (*the Assignor*) of —— of the first Part, the Reverend *R. L.* of —— and *L.* his Wife, of the second Part, the Right Honourable *C.* Earl of —— and, *&c.* Executors, *&c.* of the third Part, and *P. J.* (*the Assignee*) of —— of the fourth Part. **Whereas** in and by Indentures of Lease and Release bearing Date, *&c.* (*Recital of a Mortgage to* R. E. *for* 500 *Years.*) **And whereas** the said Premisses are since vested in the said *A. C.* for the Residue of the said Term of 500 Years, and the said *R. L.* hath intermarried with the said *L. K.* **And whereas** by Indenture, *&c.* (*a Demise for* 999 *Years from* R. L. *to* A. C.) **And whereas** the said *R. L.* hath paid off and discharged the several Mortgages of —— and —— and all Interest due for the same: **And whereas** the said *C.* Earl of —— and —— have, pursuant to an Order of the High Court of Chancery, purchased of the said *R. L.* and *L.* his Wife, *All*, *&c.* and Premisses in the said herein before recited Indentures of Lease and Release, and Indenture of Demise contained, for the Sum of —— **Now this Indenture witnesseth**, that for and in Consideration of the Sum of —— to the said *A. C.* in Hand paid by the said *P. J.* at or before, *&c.* and for divers other good Causes, *&c.* she the said *A. C.* **Hath** bargained, sold, assigned and set over, (and the said *R. L.* and *L.* his Wife, have, and each of them hath ratified and confirmed the same) and the said *A. C.* **Doth** (by the Direction and Appointment of the said *R. L.* and *L* his Wife, and at the Nomination of the said *C.* Earl of —— and —— testified by their being Parties to and Signing and Sealing these Presents) bargain, sell, assign and set over, and the said *R. L.* and *L.* his Wife do, and each of them doth ratify and confirm unto the said *P. J.* his Executors, Administrators and Assigns, **All** the said —— and Premisses herein before recited, or mentioned to be vested in the said *A. C.* for the Residue of the said Term of 500 Years; **And also all** that the said —— to her the said *A. C.* granted and demised for the said Term of 999 Years, as aforesaid, with their and every of their Appurtenances, and the Reversion, *&c.* and all the Estate, *&c.* of her the said *A. C.* in and to the same; **To have and to hold** all and singular the said Premisses herein before mentioned to be hereby assigned, or intended to be assigned, with their and every of their Appurtenances, unto the said *P. J.* his Executors, Administrators and Assigns, from henceforth for and during all the Rest, Residue, and Remainder of the said several and respective Terms of 500 Years and 999 Years yet to come and unexpired; **In Trust** for the said *C.* Earl of —— and, *&c.* and their Heirs and Assigns, and to attend and wait upon the Reversion and Inheritance of the said Premisses so by them purchased as aforesaid; **And** the said *A. C.* for herself, her Heirs, Executors, Administrators and Assigns, doth covenant, promise and agree to and with the said *P. J.* his Executors and Administrators by these Presents, that, *&c.* (*Covenant, hath done no Act of Incumbrance*). **In Witness**, &c.

N. B. *All the Parties to execute.*

Of

Of the Reſidue of a Mortgage Term to attend the Inheritance, (demiſed, and on more Money ſecured, ratified and confirmed to the Mortgagee, and the Time for Redemption expired.) By the Executor and Reſiduary Legatee of the Mortgagee to a Truſtee, at the Nomination of the Purchaſor of the Eſtate, to whom the Mortgagor had before conveyed the Inheritance.

THIS Indenture Tripartite, made, *&c.* **Between** *W. H.* of —— ſole Executor of the laſt Will and Teſtament of *W. H.* (*the Mortgagee*) late of —— his late Uncle deceaſed, and alſo Reſiduary Legatee named in the ſaid Will, of the firſt Part, Sir *J. S.* of —— (*the Purchaſor*) of the ſecond Part, and *J. W.* of —— (being a Perſon nominated and appointed by and in Truſt for the ſaid Sir *J. S.*) of the third Part. **Whereas**, &c. (*Recital of a Mortgage of the Premiſſes from Sir* C. G. *and* A. G. *to* W. H. *and of an Indenture (reciting the ſaid Mortgage, and that the Days for Payment in the Proviſo were paſt, and that the ſaid* W. H. *had agreed that the ſaid Sir* C. G. *and* A. G. *ſhould continue in their Hands, at Intereſt, the Principal Money in the Mortgage, for one Year; and upon Security of the ſame Premiſſes had lent more Money;) Sir* C. G. *and* A. G. *ratified and confirmed the Premiſſes to the ſaid* W. H. *for the Remainder of the* 1000 *Years to come in the Mortgage, and releaſed the Proviſo therein, under a Proviſo in the laſt mentioned Indenture, and* W. H. *covenanted, that if Sir* C. G. *and* A. G. *paid to him the full Sum according to the ſaid Proviſo, he would ſurrender to them or convey to their Appointment, the Premiſſes, and that Default was made in Payment according to the laſt Proviſo; whereby the ſaid Eſtate of* W. H. *became abſolute for the Remainder of the ſaid Term; and that the ſaid* W. H. *is ſince dead, having appointed the ſaid* W. H. *his Nephew (Party hereto) ſole Executor and Reſiduary Legatee; whereby the Premiſſes is veſted in* W. H. *Party hereto, for the Reſidue of the* 1000 *Years by the firſt Indenture of Demiſe granted, and by the laſt Indenture ratified and confirmed.*) **And whereas** there is now due and owing on the afore recited Securities for Principal and Intereſt, the Sum of —— **And whereas** the ſaid Sir *C. G.* and *A. G.* are both alſo dead, having firſt conveyed and aſſured the Fee-ſimple and Inheritance (*inter alia*) of all and ſingular the afore recited Premiſſes, unto the ſaid Sir *J. S.* his Heirs and Aſſigns: **Now this Indenture witneſſeth**, that the ſaid *W. H.* (Party to theſe Preſents) for and in Conſideration of the Sum of ——, *&c.* by the ſaid Sir *J. S.* at or before, *&c.* in full of all Principal and Intereſt Monies due on the ſaid recited Security, the Receipt and Payment whereof, *&c.* and alſo for and in Conſideration of the Sum of 5*s.* of, *&c.* by the ſaid *J. W.* (by the Direction and Appointment of the ſaid Sir *J. S.* teſtified, *&c.*) at or before, *&c.* the Receipt, *&c.* he the ſaid *W. H.* (Party hereto) at the Nomination of the ſaid Sir *J. S.* (teſtified as aforeſaid) **Hath** bargained, ſold, aſſigned, transferred and ſet over, and by theſe Preſents the ſaid *W. H.* (Party hereto) **Doth** bargain, *&c.* (and the ſaid Sir *J. S.* doth ratify and confirm) unto the ſaid *J. W.* his Executors, *&c.* **All** and ſingular the ſaid Meſſuage, *&c.* and all and ſingular other the Premiſſes in and by the ſaid recited Indenture of Demiſe mentioned to be demiſed and granted, and in and by the ſaid laſt recited Indenture ratified and confirmed unto the ſaid *W. H.* deceaſed, his Executors, *&c.* with their and every of their Appurtenances; and the Reverſion, *&c.* and all the Eſtate, *&c.* of him the ſaid *W. H.* (Party hereto) by virtue of the laſt Will and Teſtament of the ſaid *W. H.* his ſaid late Uncle deceaſed, and the aforeſaid ſeveral recited Indentures of Demiſe, Mortgage and Ratification thereof, together with the ſaid recited Indenture of Demiſe or Mortgage, and recited Indenture of Ratification thereof themſelves, and together alſo with all other Deeds, Writings and Evidences whatſoever, touching or concerning the afore recited Premiſſes, which he the ſaid *W. H.* (Party hereto) hath in his Cuſtody or Power, as Executor to the ſaid *W. H.* his late Uncle deceaſed, or otherwiſe, or can come by without Suit in Law or Equity; **To have and to hold** the ſaid Meſſuage or Tenement, *&c.* and all and ſingular other the Premiſſes in and by the ſaid recited Indenture of Demiſe mentioned to be granted, bargained and ſold, and in and by the ſaid laſt recited Indenture ratified and confirmed unto the ſaid *J. W.* his Executors, *&c.* from henceforth, for and during all the Reſt, Reſidue and Remainder of the ſaid Term of 1000 Years in and by the ſaid recited, *&c.* (*as before*) and which are therein yet to come and unexpired, in as full and ample Manner and Form, to all Intents and Purpoſes, as he the ſaid *W. H.* (Party hereto) might, could, ſhould or ought to have held and enjoyed the ſame Premiſſes, by virtue of the ſaid laſt Will and Teſtament of the ſaid *W. H.* his ſaid late Uncle deceaſed, or otherwiſe howſoever; **In Truſt nevertheleſs** for the ſaid Sir *J. S.* his Heirs and Aſſigns, and to be conveyed and diſpoſed of, as the ſaid Sir *J. S.* his Heirs and Aſſigns ſhall direct or appoint, and in the mean Time, and until ſuch Direction and Appointment, to attend and wait upon the Inheritance of the ſaid Premiſſes (*inter alia*) ſo conveyed and aſſured to the ſaid Sir *J. S.* his Heirs and Aſſigns,

by the ſaid Sir *C. G.* and *A. G.* as aforeſaid, and to protect the ſame from meſne Incumbrances; And, &c. (*Covenant from* W. H. *to* —— *that neither the ſaid* W. H. *deceaſed, in his Life-time, nor* W. H. *Party hereto, ſince his Death, have done any Act of Incumbrance.*) In Witneſs, &c.

Of the Reſidue of a Mortgage Term to attend the Inheritance, where the Eſtate is ſold in Parcels, by the Aſſignee of the Mortgagee, by the Direction of the Mortgagor, to the Truſtee nominated by ſeveral Purchaſors.

THIS Indenture Quadripartite, made, &c. Between Sir *J. C.* (*the Mortgagor*) of —— of the firſt Part, *H. E.* (*the now Aſſignor*) of —— of the ſecond Part, *J. H.* (*one Purchaſor*) of —— and *J. B.* (*another Purchaſor*) of —— of the third Part, and *J. G.* (*the Aſſignee in Truſt*) of —— of the fourth Part. Whereas, &c. (*Recital of a Mortgage from ſaid Sir* J. C. *to Sir* J. H. *deceaſed, for* 500 *Years.*) And whereas the ſaid Manor, &c. are by ſeveral meſne Aſſignments, legally come to, and veſted in the ſaid *H. E.* for the Remainder of the ſaid Term of 500 Years, for ſecuring the Payment of ——— and Intereſt to the ſaid *H. E.* And whereas all Intereſt for the ſaid Sum of ——— hath been fully paid and ſatisfied to the Day of the Date of theſe Preſents: Now this Indenture witneſſeth, that for and in Conſideration of the Sum of, &c. to the ſaid *H. E.* by the Direction of the ſaid Sir *J. C.* well and truly in Hand paid by the ſaid *J. H.* at and before, &c. and of the Sum of 5*s.* of, &c. to the ſaid *H. E.* well and truly in Hand paid by the ſaid *J. G.* the reſpective Receipts, &c. he the ſaid *H. E.* by the Direction and Appointment of the ſaid *J. H.* and *J. B.* teſtified, &c. Hath bargained, ſold, aſſigned and ſet over, and by theſe Preſents Doth bargain, &c. unto the ſaid *J. G.* his Executors, &c. All that, &c. herein before mentioned, and ſo by meſne Aſſignments come to and veſted in the ſaid *H. E.* and the Reverſion, &c. and all the Eſtate, &c. To have and to hold the ſaid, &c. unto the ſaid *J. G.* his Executors, &c. for and during all the Reſt, Reſidue and Remainder of the ſaid Term of 500 Years yet to come and unexpired, on the Truſts and Confidences, and to the Ends, Intents and Purpoſes herein after mentioned, expreſſed and declared, that is to ſay, As for and concerning all thoſe, &c. being Part of the ſaid mortgaged Premiſſes, lying, &c. containing, &c. now in the Tenure of, &c. and, &c. or one of them, their or one of their Aſſigns or Under-tenants, In Truſt for the ſaid *J. B.* his Heirs and Aſſigns, who hath purchaſed the ſaid Reverſion and Inheritance of the ſaid —— of the ſaid Sir *J. C.* And to the Intent the ſaid Term of ——, as to the ſaid Premiſſes ſo purchaſed by the ſaid *J. B.* may not be merged, but may be kept on foot to wait on the Reverſion of the ſaid Premiſſes by him ſo purchaſed as aforeſaid; And as for, touching or concerning the —— and all other the Lands, Tenements and Hereditaments hereby granted or aſſigned, or intended ſo to be, except the ſaid ——— purchaſed by the ſaid *J. B.* as aforeſaid; In Truſt for the ſaid *J. H.* his Heirs and Aſſigns, who hath purchaſed the Freehold and Inheritance of the ſaid ——— except the ſaid —— And to the Intent and Purpoſe that the ſaid Term of 500 Years may not be merged and drowned, but may wait and attend on the ſame, and ſuch Diſpoſition as the ſaid *J. H.* his Heirs and Aſſigns ſhall make thereof. (*Covenant from* H. E. *to* J. G. *that no Act is done to incumber.*) In Witneſs, &c.

Aſſignment of a Mortgage Term to attend the Inheritance, and of a Bond.

By Indorſement.

TO all, &c. the within named *W. J.* and *W. D.* and *W. B.* of ——— ſend Greeting. Whereas the Inheritance and Equity of Redemption of the within mentioned Premiſſes, is now veſted in the ſaid *W. B.* or ſome other Perſon in Truſt for him, and there is now due and owing to the ſaid *W. J.* on the within mentioned Bond, for Principal and Intereſt, the Sum of ——: And whereas the ſaid *W. B.* hath agreed to pay off the ſaid Bond Debt; and it is likewiſe agreed, that the ſaid Bond, and the within written Indenture of Aſſignment ſhall be aſſigned to *R. W.* of ——, for the Reſidue of the within mentioned Term of —— Years, for the better ſecuring the Repayment of the ſaid Sum of —— to the ſaid *W. B.* his Executors, Adminiſtrators and Aſſigns: Now know ye, that for and in Conſideration of, &c. in full for Principal and Intereſt due and owing on the ſaid Bond; and alſo in Conſideration of the Sum of 5*s.* of, &c. the reſpective Receipts, &c. they the ſaid *W. J.* and *W. D.* by the Direction of the ſaid *W. B.* Have and each of them Hath bargained, ſold, aſſigned and ſet over, and by theſe Preſents Do and each of them Doth bargain,

bargain, &c. unto the said *R. W.* his Executors, &c. the within mentioned Messuage, &c. and the Reversion, &c. and all the Estate, &c. of the said *W. J.* and *W D.* in and to the same, together with the said Bond and recited Assignment; **To have and to hold** the said Messuage, &c. from henceforth for and during the Residue and Remainder of the within mentioned Term of —— Years; **In Trust nevertheless** for the said *W. B.* his Executors, Administrators and Assigns. (*Covenant added that no Act of Incumbrance is done.*) **In Witness**, &c.

Assignment of two several Mortgage Terms to attend Inheritance, (whereof as to Part of Premisses) to a Trustee for the Purchasor, and (as to other Part of Premisses) to another Trustee, in Trust for the Grantor; with a Ratification from Grantor to both Trustees, in Trust for the Purchasor and Vendor of respective Premisses.

Indenture Tripartite, made, &c. **Between** *T. C.* of, &c. of the first Part, *P. D.* of, &c. and Sir *G. H.* Knt. late one of the Commissioners for the Custody of the Great Seal of *England*, of the second Part, and *J. L.* of, &c. and *W. L.* of, &c. *S. T.* of, &c. of the third Part. **Whereas**, &c. *An Assignment of the original Demise for a Term of 99 Years, and other mesne Assignments thereof, and of another Term of 1000 Years demised of said Premisses, to two Trustees, in Trust for a Mortgagee:* **And whereas** by Indorsement written upon the said Indenture of Assignment made to the said Sir *G. H.* as aforesaid, and bearing Date the sixth Day of *September*, &c. the said *P. D.* for the Sum of 500 *l.* mentioned in the said Indorsement to be borrowed and received by him of the said Sir *G. H. Did* charge the said Premisses mortgaged to him the said Sir *G. H.* as aforesaid, with the Payment of the said 500 *l.* and Interest, at 5 *l. per Cent.* from the Day of the Date of the same Indorsement, as by the same recited Indenture of Assignment made to the said Sir *G. H.* and Indorsement thereupon, Relation, &c. **And whereas** the said Sir *T. L.* died sometime since, and the said *T. C.* intermarried with *P.* his now Wife, the Daughter and Heir of the said Sir *T. L.* and since the same Intermarriage, to wit, on, &c. a Decretal Order was made in the High Court of Chancery by the Right Honourable —— then Lord Keeper of the Great Seal of *England*, in Cross Causes then there depending between the said *T. C.* and *P.* his Wife, (then Infants by Sir *R. C.* Bart. their next Friend) Plaintiffs, the said *P. D. P. B.* and Sir *G. H.* Defendants, and between the said *P. D.* Plaintiff, the said Sir *R. C.* Bart. and the said *T. C.* and *P.* his Wife, Defendants; whereby, after setting forth rhe several Pleadings in the said several Causes, (wherein are mentioned the said recited Mortgage) *It was ordered* and decreed (amongst other Things) that Sir *L. W. C.* one of the Masters of the said Honourable Court of Chancery, should take an Account between the said Parties, Plaintiffs and Defendants, and should see what was due from the said *T. C.* and his said Wife, unto the said *P. D.* and compute Interest for the Principal Money which should be found due on the said Mortgage made to him the said *P. D.* and should also tax the Costs of the said *P. D.* in respect of the same Mortgage; and by the same Decretal Order it was further ordered, that what should be found due to the said *P. D.* for his Principal, Interest and Costs, in respect of the same Mortgage, the same should be paid by the said *T. C.* and his Wife, to the said *P. D.* at such Time and Place as the said Master should appoint; and that, upon Payment thereof, the said *P. D.* should procure the said Sir *G. H.* to convey the said mortgaged Premisses unto the said *T. C.* and his Wife, or to such Person or Persons as they should appoint, as by the said Decretal Order more fully may appear: **And whereas** since the making of the said Decretal Order by virtue of an Indenture *Tripartite* (inrolled in the said High Court of Chancery) bearing Date the 8th Day of *February* last past, before the Date hereof; and by virtue of a Recovery suffered in Pursuance of the same Indenture, the said Manor or Lordship and Premisses in Mortgage as aforesaid to the said *P. D.* and assigned by him to the said Sir *G. H.* as aforesaid, are limited and conveyed, *To the Use* and Behoof of Sir *W. C.* Knt. and *S. T.* of *London*, Merchant, and the said *T. C.* their Heirs and Assigns for ever; but as to the Estate of the said Sir *W. C.* and *S. T.* and their Heirs, *In Trust* only for and for the Benefit of the said *T. C.* his Heirs and Assigns for ever; *And* the said Sir *W. C.* hath since released the said Manor and Premisses to the said *T. C.* and *S. T.* and their Heirs, *In Trust nevertheless* as to the Estate of the said *S. T.* and his Heirs, for the said *T. C.* and his Heirs: **And whereas** several Orders have been made in the said Causes subsequent to the said Decretal Order, and several Reports have been made in Pursuance of the said Orders, *And* by an Order made in the said High Court, by the Right Honourable Sir *N. W.* Lord Keeper of the Great Seal of *England*, on the, &c. *It was ordered* that the said Defendant *D.* should receive on the —— Day of *July* then next, the Sum of 6380 *l.* which was computed to be then due to him for Principal, Interest and Costs; and that in case he should not think fit

Further Charge.

Death.

Marriage.

Decree.

Premisses by Deed and Recovery limited to Uses.

Release in Trust.

Several Orders subsequent to the Decree 23 *June* 1703.

fit to accept thereof on the same Day, then the Plaintiffs were to bring into the same Court the said Sum of 6380*l.* and thereupon the Plaintiffs were from the Time of their bringing the same Money into Court, to be excused from paying the said Defendant *D.* any further Interest, as by the said Order of the said 23d Day of *June* last past more fully may appear:

Agreement to sell mortgaged Premisses.

And whereas the said *T. C.* hath sold or agreed to sell unto the said *J. L.* and his Heirs, for the Sum of 950*l.* the said Manor or Lordship and several of the Premisses in Mortgage as aforesaid:

Consideration.

Now this Indenture witnesseth, that for and in Consideration of the Sum of 5100*l.* 15*s.* 6*d.* of, *&c.* to the said Sir *G. H.* in Hand paid by the said *J. L.* at, *&c.* by the several Directions of the said *T. C.* and *P. D.* testified, *&c.* in full Discharge of all Monies due to the said Sir *G. H.* upon or by virtue of the said recited Mortgage made to him as aforesaid, the Receipt whereof the said Sir *G. H.* doth hereby acknowledge, and thereof, *&c.* and for and in Consideration of the Sum of 1279*l.* 4*s.* 6*d.* of like lawful Money to the said *P. D.* in Hand paid by the said *J. L.* at, *&c.* by the Direction of the said *T. C.* (testified as aforesaid) the Receipt, *&c.* which said several Sums of 5100*l.* 15*s.* 6*d.* and 1279*l.* 4*s.* 6*d.* make together the said Sum of 6380*l.* which is by these Presents declared and agreed by the said *P. D.* to be the same Sum of 6380*l.* computed to be due to him as aforesaid; and also to be in full Discharge of all Monies charged upon the said Premisses, and secured to him by or by virtue of the before mentioned Terms of 99 Years and 1000 Years, or either of them; and for and in Consideration of the Sum of 5*s.* of like lawful Money to the said Sir *G. H.* in Hand paid by the said *W. L.* at, *&c.* the Receipt, *&c.* the said Sir *G. H.* by the Direction of the said *P. D.* testified, *&c.* and at the Request and Nomination of the said *T. C.* and *J. L.* testified, *&c.* **Hath** bargained, sold, assigned and set over, and by these Presents, by the like Direction, and at the like Request and Nomination, (testified as aforesaid) **Doth** bargain, *&c.* unto the said *W. L.* his Executors, Administrators and Assigns,

Parcels.

All that the said Manor or Lordship of *E.* or such Part or Parts thereof, and such of the said Premisses comprised in the said recited Mortgage, made to the said Sir *G. H.* as aforesaid, which in and by an Indenture of Bargain and Sale, bearing Date the Day before the Date of these Presents, and made or mentioned to be made between the said *T. C.* and *S. T.* of the one Part, and the said *J. L.* of the other Part, and intended to be inrolled in the said High Court of Chancery, are bargained and sold, or mentioned, *&c.* unto and to the Use of the said *J. L.* and his Heirs, and also all the Estate, *&c.* of him the said Sir

Habendum.

G. H. of, in, unto and out of, *&c.* **To have and to hold** the said Manor or Lordship, or such Part or Parts thereof, and such of the said Premisses in Mortgage to the said Sir *G. H.* as aforesaid, which by the said Indentures of Bargain and Sale intended to be inrolled, are bargained and sold, or mentioned or intended to be bargained and sold to the Use aforesaid, with their and every of their Appurtenances, unto the said *W. L.* his Executors, Administrators and Assigns, from henceforth for and during the respective Residues and Remainders

In Trust.

now to come and unexpired of the said several Terms of 99 Years and 1000 Years; **In Trust nevertheless** for the said *J. L.* his Heirs and Assigns, and to be conveyed and disposed of as he or they shall direct or appoint, and in the mean Time until such Direction or Appointment shall be made, to attend and wait upon the Freehold and Inheritance of the Premisses herein before mentioned and intended to be hereby assigned unto the said *W. L.* and to protect the same Freehold and Inheritance from and against all mesne Incumbrances, if any

Covenant.

such there be; **And** the said Sir *G. H.* for himself, *&c.* (*Covenant, done no Act to incumber*):

Second Consideration.

And this Indenture further witnesseth, that for the Considerations aforesaid, and for and in Consideration of the Sum of 5*s.* of, *&c.* to the said Sir *G. H.* in Hand, *&c.* by the said *S. T.* at, *&c.* the Receipt, *&c.* he the said Sir *G. H.* by the Direction of the said *P. D.* testified as aforesaid, and at the Request and Nomination of the said *T. C.* and *J. L.* testified

Assignment.

as aforesaid, **Hath** bargained, sold, assigned and set over, and by these Presents doth bargain, sell, assign and set over, unto the said *S. T.* his Executors, Administrators and Assigns,

Parcels.

All the Residue of the said Premisses comprised in the said recited Mortgage made to the said Sir *G. H.* which are not herein before assigned to the said *W. L.* being so much, or such Part and Parts of the said Premisses, in Mortgage to the said Sir *G. H.* as aforesaid, which are excepted or reserved, or mentioned or intended to be excepted or reserved out of the said Bargain and Sale intended to be inrolled as aforesaid; and also all the Estate, *&c.* of him the said Sir *G. H.* of, in, unto and out of the same Premisses hereby intended to be assigned to the said *S. T.* or any Part

Habendum.

or Parts thereof; **To have and to hold** the said Residue of the said Premisses in Mortgage unto the said Sir *G. H.* as aforesaid, and excepted out of the said Bargain and Sale intended to be inrolled, with the Appurtenances thereof, unto the said *S. T.* his Executors, Administrators and Assigns, from henceforth for and during the respective Residues now to come and unexpired of the said several Terms of 99 Years and 1000 Years; **In Trust nevertheless** for the said *T. C.* his Heirs and Assigns, and to be conveyed and disposed of as he or they shall direct or appoint, and in the mean Time until such Direction or Appointment shall be made, to

attend and wait upon the Freehold and Inheritance of the said Premisses herein before mentioned and intended to be hereby assigned unto the said *S. T.* **And** the said Sir *G. H.* for himself, &c. (*Covenant, done no Act to incumber*): **And this Indenture further witnesseth,** that for the Considerations aforesaid, and for and in Consideration of the Sum of 2670*l.* of, &c. to the said *T. C.* in Hand paid by the said *J. L.* at, &c. the Receipt, &c. which said Sums of 2670*l.* and 6380*l.* make up together the said Sum of 9050*l.* which is the same Sum of 9050*l.* mentioned as the Consideration in the said Indenture of *Bargain and Sale* intended to be inrolled as aforesaid, and in Consideration of the Sum of 5*s.* of, &c to the said *T. C.* in Hand likewise paid by the said *W. L.* the Receipt, &c. **He** the said *T. C.* **Hath** ratified and confirmed, and by these Presents doth ratify and confirm unto the said *W. L.* **All** and singular the Premisses herein before mentioned and intended to be hereby assigned to him by the said Sir *G. H.* as aforesaid, with their and every of their Appurtenances; **To hold** the same Premisses with the Appurtenances, unto the said *W. L.* his Executors, Administrators and Assigns, from henceforth for and during the respective Residues and Remainders, now to come and unexpired of the said Terms of 99 Years and 1000 Years, without Impeachment of Waste, freed and discharged of and from all Provisoes, Agreements and Equity of Redemption whatsoever; **Nevertheless upon the same Trust** upon which the same Premisses are herein before mentioned to be hereby assigned unto the said *W. L.* **And this Indenture also further witnesseth,** that for the Considerations aforesaid, and for and in Consideration of the Sum of 5*s.* of, &c. to the said *T. C.* in Hand paid by the said *S. T.* at, &c. the Receipt, &c. he the said *T. C.* **Hath** ratified and confirmed, and by these Presents **Doth** ratify and confirm unto the said *S. T.* the Premisses herein before mentioned and intended to be hereby assigned to him by the said Sir *G. H.* **To have and to hold** the same Premisses with the Appurtenances, unto the said *S. T.* his Executors, Administrators and Assigns, from henceforth for and during the respective Residues now to come and unexpired of the said Terms of 99 *Years and* 1000 Years, without Impeachment of Waste, freed and discharged of and from all Provisoes, Agreements and Equity of Redemption; **Nevertheless upon the same Trust,** as the same Premisses are herein before mentioned to be hereby assigned unto the said *S. T.* (*a*) **In Witness,** &c.

Third Consideration.

Confirmation to the first Assignee.

Fourth Consideration.

Confirmation to the second Assignee.

An Assignment of a Term from a Mortgagee to a Trustee, to prevent a Merger of the Term in the Inheritance, indorsed on the Mortgage.

To all Persons, &c. the within named *H. S.* sendeth Greeting. **Whereas** the within named *J. E.* made Default in Payment of the within mentioned Principal Sum of 130*l.* and Interest secured by the within written Indenture to the said *H. S.* whereby the Estate and Interest of him the said *H. S.* of and in the within demised and assigned Messuage or Tenement, Lands, Hereditaments and Premisses, is now in Law become absolute for the Residue of the within granted Term of 1000 Years: **And whereas** there is now justly due and owing from the said *J. E.* to the said *H. S.* for Principal and Interest Monies, on Account of and by Virtue of the within written Securities, in the whole the full Sum of —— or thereabouts: **And whereas** the said *H. S.* hath contracted and agreed with the said *J. E.* for the absolute Purchase of the Fee-simple and Inheritance of the said Messuage or Tenements, Lands, Hereditaments and Premisses, and of all his the said *J. E.*'s Estate, Right, Title, Interest, Equity and Benefit of Redemption, of, in and to the same Premisses, for the further Sum of —— *l.* **And whereas** previous to and before the conveying of the said Premisses unto the said *H. S.* *It was agreed* that the said Term of 1000 Years of and in the said Premisses, should not be merged; and that the now Residue of the said Term, and the Premisses comprised therein, should be by them the said *H. S.* and *J. E.* assigned and ratified unto *A. B.* in Trust for the said *H. S.* *To the Intent* to protect the Inheritance of the said Premisses from and against all mesne Incumbrances, in such Manner as herein after is mentioned: **And whereas** by Indentures of Lease and Release already prepared, and intended to bear Date respectively the —— and —— Days of this Instant *July*, and both made or mentioned to be made between the said *J. E.* of the one Part, and the said *H. S.* of the other Part, whereby (after reciting as in the said Indenture of Release is recited, and for the Considerations therein mentioned) the Fee-simple and Inheritance of the said mortgaged Hereditaments and Premisses, are by the said *J. E.* intended to be absolutely granted and conveyed unto and to the Use of the said *H. S.* his Heirs and Assigns for ever: **Now know ye, and these indorsed Presents witness,** that in Consideration of —— *l.* so now due from the said *J. E.* to the said *H. S.* as aforesaid,

Recitals.

Default in Payment of Mortgage Money.

What due for Principal and Interest.

Mortgagee has agreed with Mortgagor for absolute Purchase.

Agreement that the Term should not be merged.

Conveyance of the Inheritance prepared.

Consideration.

(*a*) To be executed by all the Parties.

and also for and in Consideration of the said further Sum of —— *l.* of, *&c.* to the said *J. E.* in Hand, *&c.* at, *&c.* the Receipt, *&c.* and also for and in Consideration of the Sum of 5*s.* of like Money to them the said *H. S.* and *J. E.* in Hand paid by the said *A. B.* at, *&c.* **He** the said *H. S.* by and with the Consent, Direction, Nomination and Appointment of the said *J. E.* testified by his Sealing and Executing thereof, **hath** assigned, transferred and set over, and by, *&c.* **Doth**, *&c.* and the said *J. E.* **hath** and by these Presents **Doth** ratify and confirm unto the said *A. B.* **The** within mentioned Messuage, *&c.* which in and by the within recited Indenture of Mortgage were by him the said *J. E.* demised to the within named *R. W.* and which by the within written Indenture were assigned unto the said *H. S.* or mentioned or intended so to be, with their Appurtenances, and all their Estate, Right, Title, Interest, Term of Years to come, Reversion, Benefit, Property, Claim and Demand whatsoever of them the said *H. S.* and *J. E.* or either of them, of, in, to or out of the hereby assigned Premisses, and every Part and Parcel thereof, by Virtue of the said Indenture of Demise, and the within written Indenture of Assignment, or either of them, or otherwise howsoever; **To have and to hold** the said Messuage, *&c.* herein before mentioned and intended to be hereby assigned, with their Appurtenances, unto the said *A. B.* his Executors, Administrators and Assigns, from henceforth for and during all the Rest and Residue of the within granted and assigned Term of 1000 Years, which is now to come and unexpired; **In Trust nevertheless** for the only Use and Benefit of the said *H. S.* his Heirs and Assigns, and to be assigned and disposed of, as he or they at any Time shall in that Behalf direct or appoint, and in the mean Time to attend, wait upon, and go along with the Reversion, Freehold and Inheritance of the said Premisses so intended to be conveyed, unto and to the Use of the said *H. S.* his Heirs and Assigns as aforesaid, to the End to protect and preserve the same Inheritance from and against all other mesne Incumbrances (if any such there be). **In Witness** whereof the said *H. S.* and *J. E.* and also the said *A. B.* have hereunto set their Hands and Seals this —— Day of, *&c.*

Assignment and Confirmation.

Parcels.

Habendum.

In Trust.

Another Assignment from a Mortgagee of a Term of Years to a Trustee, to prevent a Merger, to the Intent that Mortgagee may take a Conveyance of the Fee of Premisses.

To all, &c. the within named *H. C.* sendeth Greeting. **Whereas** the within named *R. W.* hath agreed to convey the Reversion and Inheritance of the Messuages, Lands and Hereditaments within mentioned (expectant on the Determination of the within mentioned Term of 1000 Years) unto and to the Use of the said *H. C.* his Heirs and Assigns, by way of Mortgage: **Now know ye,** that to the Intent to prevent the said Term being merged in the Inheritance, and also for and in Consideration of the Sum of 5*s.* of, *&c.* to the said *H. C.* in Hand paid by the said *W. S.* of, *&c.* the Receipt, *&c.* he the said *H. C.* **Hath** bargained, sold, assigned and transferred, and by, *&c.* **Doth,** &c. unto the said *W. S.* his Executors, *&c.* the Messuage or Cottage, and all and singular the Lands, Hereditaments and Premisses, in and by the within written Indenture granted and demised, with their and every of their Appurtenances, and the Reversion, *&c.* and all the Estate, *&c.* **To have and to hold** the said Messuage or Tenement, Lands, Hereditaments and Premisses hereby assigned, with their and every of their Appurtenances, unto the said *W. S.* his Executors, *&c.* from henceforth, for and during all the Rest, Residue and Remainder of the within mentioned Term of 1000 Years yet to come and unexpired; **In Trust nevertheless** for the said *H. C.* his Heirs and Assigns, to attend and wait upon the Reversion and Inheritance of the said Premisses, so agreed to be conveyed to him and them as aforesaid. **In Witness,** &c. (*a*)

Another, different from the former.

To all Persons to whom these indorsed Presents shall come, I the within named *R. W.* send Greeting. **Whereas** I intend to purchase to the Use of myself and my Heirs, the Messuage or Tenements, Ground and Hereditaments, assigned to me by the within written Indenture: **Now know ye,** that to prevent a Merger of the within mentioned Term of 47 Years, I the said *R. W.* in Consideration of the Sum of 5*s.* of, *&c.* **Have** assigned and set over, and by these Presents **Do** assign and set over unto *R. C.* of, *&c.* his Executors,

(*a*) Note; This Deed Poll to be dated the Day next before the Date of Lease and Release, and to be indorsed on the original Mortgage.

cutors, Administrators and Assigns, the said Messuage or Tenement, Ground and Hereditaments, with their and every of their Appurtenances, and all my Estate, *&c.* **To have and to hold** the said Messuage or Tenement, Ground, Hereditaments and Premisses, unto the said *R. C.* his Executors, Administrators and Assigns from henceforth, for and during all the Rest and Residue now to come and unexpired of the said Term of 47 Years; **In Trust nevertheless** for me the said *R. W.* my Executors, Administrators and Assigns, until the Fee-simple and Inheritance of the said Messuage or Tenement, Ground, Hereditaments and Premisses, shall be conveyed unto and to the Use of me and my Heirs; and from and after the conveying the Fee-simple and Inheritance as aforesaid, then **In Trust** to be conveyed and disposed of as I the said *R. W.* my Heirs or Assigns, shall direct or appoint; and in the mean Time, until such Direction or Appointment, and subject to such Direction and Appointment, to attend and wait upon the Freehold and Inheritance of the Messuage or Tenement and Premisses intended to be hereby assigned. **In Witness**, &c.

An Assignment of a Mortgage Term from a surviving Executor of a Mortgagee, with the Consent of the Executors of the Son of the Mortgagee, to a Purchasor of the Inheritance of mortgaged Premisses.

Know all Persons by these Presents, that *A. B.* Esq; (the surviving Executor of the last Will and Testament of the within named *M. J.* and also one of the Executors of the last Will and Testament of *R. J.* Son and Residuary Legatee of the said *M. J.*) in Consideration that *T. B.* of, *&c.* (who hath purchased the Inheritance of the within mortgaged Premisses) hath now paid the Sum of 231*l.* (being the Principal and Interest Monies due on the Mortgage or Security within written) and for divers other good Causes him the said *A. B.* moving, **he** the said *A. B.* (by and with the Consent of *J. B.* and *T. B.* Esqrs. the two other surviving Executors of the said *R. J.*) *Doth* hereby assign, transfer and set over unto the said *T. B.* **All** and singular the Messuages, Cottages, Lands, Tenements and Hereditaments whatsoever, in and by the within written Indenture granted, or mentioned to be granted, and every Part and Parcel thereof, with their Appurtenances, and all the Estate, *&c.* **To have and to hold** the said Premisses, with the Appurtenances, unto the said *T. B.* his Executors, *&c.* from henceforth for and during all the Rest and Residue of the within mentioned Term of 460 Years, which is now to come and unexpired: **And** the said *A. B.* doth hereby for himself, his Executors and Administrators, covenant with the said *T. B.* his Executors, Administrators and Assigns, that he the said *A. B.* hath not made, done or committed any Act, Deed, Matter or Thing whatsoever, whereby or wherewith the Premisses hereby assigned, or any Part thereof, is, are, can or may be forfeited, surrendered, charged or incumbred. **In Witness** whereof the said *A. B. J. B.* and *T. B.* have hereunto set their Hands and Seals this —— of, *&c.*

A Deed whereby three Mortgagees assign, surrender up and release to the Mortgagor two new Messuages, &c. *comprised in their three several Mortgages, to the Intent that the Mortgagor might dispose thereof, the other mortgaged Premisses being an ample Security,* &c.

This Indenture, Quadripartite, made, *&c.* **Between** *J. S.* of, *&c.* of the first Part, *J. R.* of, *&c.* of the second Part, *J. H.* of, *&c.* of the third Part, (*the three Mortgagees*) and *M. R.* of, *&c.* Esq; of the fourth Part, (*the Mortgagors*). **Whereas** by an Indenture of Demise by way of Mortgage, bearing Date on or about the fourth Day of *June*, *&c.* and made, *&c.* between the said *M. R.* of the one Part, and the said *J. S.* of the other Part, the said *M. R.* (in Consideration of the Sum of 200*l.* of, *&c.* to him paid by the said *J. S.* as therein mentioned) *Did* grant, sell and demise unto the said *J. S.* **All** that, *&c. To hold* unto the said *J. S.* his Executors, *&c.* from the Day next before the Day of the Date of the same Indenture, for and during and unto the full End and Term of 1000 Years from thence next ensuing, and fully to be compleat and ended, without Impeachment of Waste, *At* and under the yearly Rent of a Pepper Corn; *Subject nevertheless* to a Proviso or Condition in the same Indenture contained for making void thereof on Payment of the said Sum of 200*l.* and Interest, at the Place, on the several Days and in such Manner as therein mentioned: **And whereas** the said *J. S.* did afterwards advance and lend unto the said *M. R.* the further Sum of 300*l.* of like Money, and he the said *M. R.* in Consideration thereof, and for securing thereof with Interest, did by his Deed Poll bearing Date on or about the 19th

Recitals, *viz.* The first Mortgage to Mr. *S.* for 200*l.* and Interest.

As to his further Security by Indorsement for 300*l.* and Interest.

19th of *Auguſt*, &c. and written upon the Back of the ſaid recited Indenture of Demiſe, charge the ſaid mortgaged Premiſſes as well with Payment of the ſaid Sum of 300 *l.* and Intereſt, as alſo of the before mentioned Sum of 200 *l.* and Intereſt, in ſuch Manner as in the ſaid Deed Poll is mentioned: **And whereas** by one other Indenture of Demiſe by way of Mortgage, bearing Date, &c. and made, &c. between the ſaid *M. R.* of the one Part, and the ſaid *J. R.* of the other Part, the ſaid *M. R.* (in Conſideration of the Sum of 200 *l.* of, &c. to him paid by the ſaid *J. R.* as therein mentioned) *Did* likewiſe demiſe, grant and ſell unto the ſaid *J. R.* **The** ſaid Piece, &c. *To hold* to the ſaid *J. R.* his Executors, &c. from the Day next before the Date of the ſame Indenture, for and during the Term of 1000 Years, without Impeachment of Waſte, and fully to be compleat and ended, at and under the yearly Rent of one Pepper Corn; *Subject nevertheleſs* to a Proviſo or Condition in the ſame Indenture contained for making void thereof on Payment of the ſame Sum of 200 *l.* and Intereſt, at the Place, on the ſeveral Days and in Manner as therein alſo mentioned: **And whereas** by one other Indenture of Demiſe by way of Mortgage, bearing Date, &c. and made, &c. between the ſaid *M. R.* of the one Part, and the ſaid *J. H.* of the other Part, the ſaid *M. R.* (in Conſideration of the Sum of 300 *l.* paid to him by the ſaid *J. H.* &c. (*as above to Mr.* R.) as by the ſaid three ſeveral in Part recited Indentures and Deed Poll, Relation being to them reſpectively had, more fully may appear: **And whereas** the ſaid ſeveral Principal Sums of 200 *l.* and 300 *l.* ſo ſecured to the ſaid *J. S.* and alſo the ſaid Sum of 200 *l.* ſo ſecured to the ſaid *J. R.* and likewiſe the ſaid Sum of 300 *l.* ſo ſecured to the ſaid *J. H.* in Manner as aforeſaid, have not been paid, and the ſame ſeveral Sums are now due and owing unto them the ſaid *J. S. J. R.* and *J. H.* reſpectively, together with ſome Intereſt for each of the ſaid ſeveral and reſpective Sums of Money, and all and ſingular the ſeveral Meſſuages or Tenements, Hereditaments and Premiſſes herein before mentioned, and in the ſaid ſeveral recited Indentures compriſed, remain and continue as Security for, and charged and chargeable with the Payment of the ſame ſeveral and reſpective Principal Sums of Money and Intereſt for the ſame: **And whereas** the ſaid *M. R.* hath lately erected and built two new Brick Meſſuages or Tements on the two ſeveral Tofts, Pieces or Parcels of Ground herein after mentioned and deſcribed, (being Part of the Premiſſes in the ſaid ſeveral recited Indentures of Demiſe compriſed) whereon formerly ſtood two old Meſſuages or Tenements; **And** the ſaid *M. R.* hath requeſted them the ſaid *J. S. J. R.* and *J. H.* that they would reſpectively aſſign, ſurrender up and releaſe unto him the ſaid *M. R.* the ſaid two Tofts, Pieces or Parcels of Ground, and the ſaid two Brick Meſſuages or Tenements thereupon erected and new built as aforeſaid, to the Intent that he the ſaid *M. R.* and his Heirs may hold and enjoy the ſame, or diſpoſe or do therewith as he or they ſhall think fitting: **And** in Regard the Reſidues of the ſaid Meſſuages or Tenements, Hereditaments and Premiſſes in the ſaid ſeveral recited Indentures of Demiſe compriſed, are and will be and remain a very ample and ſufficient Security unto them the ſaid *J. S. J. R.* and *J. H.* for the Payment of the ſaid ſeveral Principal Sums of Monies herein before mentioned to be to them reſpectively due and owing as aforeſaid, with Intereſt for the ſaid ſeveral and reſpective Sums of Money, to which Requeſt of the ſaid *M. R.* they the ſaid *J. S. J. R.* and *J. H.* have reſpectively conſented and agreed: **Now this Indenture witneſſeth**, that they the ſaid *J. S. J. R.* and *J. H.* (in Purſuance of their ſaid Agreement, and at the ſpecial Inſtance and Requeſt of the ſaid *M. R.* and for and in Conſideration of the Sum of 5 *s.* a-piece of, &c to each of them reſpectively paid by the ſaid *M. R.* at, &c. the Receipt, &c.) **Have**, and each and every of them **Hath** aſſigned, ſurrendered and yielded up, remiſed, releaſed, and for ever quit-claimed, and by theſe Preſents **Do**, and each and every of them **Doth**, &c. unto the ſaid *M. R.* his Heirs, Executors, Adminiſtrators and Aſſigns, **All** thoſe the ſaid two new Brick Meſſuages or Tenements, ſituate, &c. and all thoſe the ſaid two ſeveral Tofts, Pieces or Parcels of Ground whereon the ſaid two new Brick Meſſuages are erected, built and now ſtanding; **Together** with all Ways, &c. which ſaid two new Meſſuages, or Tenements and Premiſſes, are now in the Tenure or Occupation of, &c. and the Reverſion, &c. of the ſaid two new Meſſuages, &c. **And** all the Eſtate, Right, Title, Intereſt, Term and Terms of Years to come and unexpired, Property, Claim and Demand whatſoever, both at Law and in Equity, of them the ſaid *J. S. J. R.* and *J. H.* any or either of them, of, in and to the ſaid two new Brick Meſſuages or Tenements, Tofts, Pieces or Parcels of Ground and Premiſſes, and every Part and Parcel of them, or either of them, by Virtue of the ſaid ſeveral herein before recited Indentures of Demiſe and Deed Poll, any or either of them, or otherwiſe howſoever; **To have and to hold** the ſaid two new Brick Meſſuages or Tenements, and the ſaid two ſeveral Tofts, Pieces or Parcels of Ground and Premiſſes herein before mentioned, and hereby intended to be aſſigned, ſurrendered and yielded up, remiſed, releaſed and for ever quit-claimed, with their and every of their Appurtenances, unto the ſaid *M. R.* his Heirs Executors, Adminiſtrators and Aſſigns from henceforth, for and during all the Reſt, Reſidue and Remainder of the ſaid ſeveral

As to the ſecond Mortgage to Mr. *H.* for 200 *l.* and Inrereſt.

As to the third Mortgage to Mr. *H.* for 300 *l.* and Intereſt.

As to the three Principal Sums, and ſome Intereſt being now due.

And that all the Premiſſes reſpectively demiſed now remain charged with Payment thereof.

As to the Mortgagor's having new built two Meſſuages on Part of the Premiſſes; and of his Requeſt to Mortgagees to ſurrender up and releaſe the ſame to him, to diſpoſe of as he ſhould think fit; and that they, in Regard the Reſidue of the Premiſſes being an ample Security, have conſented and agreed thereto.

Conſiderations, whereby Mortgagees, at Requeſt of Mortgagor, and for 5 *s.* by him to them paid, ſurrender up, remiſe and releaſe to Mortgagor the ſaid two new Meſſuages, Tofts, &c. Reverſion, Eſtate, &c.

several Terms of 1000 Years, 1000 Years, and 1000 Years, in the said several herein before recited Indentures of Demise or Mortgage mentioned, and thereby respectively granted, now to come and unexpired, in as full, large, ample and beneficial Manner and Form to all Intents and Purposes whatsoever, as they the said *J.S J.R.* and *J.H.* any or either of them, their, any or either of their Executors, Administrators or Assigns, might, could, or of Right ought to have held and enjoyed the same, by Force and Virtue of the said several herein before recited Indentures of Demise, or Mortgage or Deed Poll to them respectively made as aforesaid, if this present Indenture had not been made, discharged of the said several Proviſoes or Conditions in the same Indentures of Demise or Mortgage respectively contained for Redemption of the said two new built Brick Messuages or Tenements, Tofts, Pieces or Parcels of Ground and Premisses, and of all Right, Title and Equity of Redemption whatsoever and howsoever in and to the same. **Provided always**, and the true Intent and Meaning of these Presents, and of all the Parties hereunto, is, and is hereby declared so to be, that these Presents, or any Thing herein contained, shall not be deemed, construed or taken to release or discharge any more or other Part or Parts of the said Piece or Parcel of Ground, Messuages or Tenements, Hereditaments and Premisses in the said several herein before recited Indentures of Demise or Mortgage respectively comprised, and thereby respectively demised and granted to them the said *J.S. J.R.* and *J.H.* for the said several Terms of 1000 Years, 1000 Years, and 1000 Years as aforesaid, (other than and except the said two new built Brick Messuages or Tenements, and the said two several Tofts, Pieces or Parcels of Ground and Premisses herein before mentioned, and hereby intended to be assigned surrendered and yielded up, remised, released, and for ever quit-claimed, or hereby meant and intended so to be,) but all and every the Rest and Residue of the said Piece or Parcels of Ground, Messuages or Tenements, Hereditaments and Premisses in the said herein before recited Indentures of Demise or Mortgage comprised, and thereby respectively demised and granted unto them the said *J S J.R.* and *J.H.* their several Executors, Administrators and Assigns, for the said several Terms of 1000 Years, 1000 Years, and 1000 Years as aforesaid, shall from henceforth stand, remain, continue and be unto them the said *J S. J.R* and *J.H.* respectively, their several and respective Executors, Administrators and Assigns, as Security for and charged and chargeable with the Payment of the said several Principal Sums of 200*l.* and 300*l.* and 200*l.* and 300*l.* in the said several recited Indentures of Demise, or Mortgage and Deed Poll of Indorsement mentioned, and with all such Interest as now is or hereafter shall accrue and grow due for the said several Principal Sums of Money, unto them the said *J.S. J.R.* and *J.H.* respectively, their respective Executors, Administrators and Assigns, **And** the said *J.S.* for himself, *&c.* doth covenant, *&c.* that he the said *J.S.* hath not, *&c.* made, done or committed, or wittingly or willingly suffered any Act, *&c.* wherewith or whereby the said two new built Messuages or Tenements, two several Tofts, Pieces or Parcels of Ground and Premisses herein before mentioned, and hereby intended to be assigned and yielded up, remised, released, and for ever quit-claimed, or any Part thereof, is, are, shall or may be in any wise impeached, charged or incumbred in Title, Charge, Estate, or otherwise howsoever. (*The like respective Covenants from Mr.* R. *and Mr.* H.) **In Witness**, &c.

Habendum to Mortgagor, for Residue of said several Terms of, *&c.* in as large Manner, *&c.* discharged of Conditions of Redemption as to the hereby released two new Messuages, *&c.*

A Proviso that nothing herein contained shall be construed to release any more or other Part of mortgaged Premisses than only the said two new Messuages, *&c.*

Covenant from Mr. *S.* that he has done no Act to incumber.

XXXII. Of Notes.

An Assignment of a Note in Consideration of the Value paid, with a Letter of Attorney, and usual Covenants; and a Covenant that if the Drawer should be insolvent, the Assignor shall pay the Money.

To all Persons, &c. *R.M.* of, *&c.* sendeth Greeting. **Whereas** *W.W.* of, *&c.* by his Note dated, *&c.* now last past, hath hereby promised to pay to the said *R.M.* five Months after Date thereof, the Sum of 30*l.* as by the said Note signed by the said *W.W.* and indorsed on the Back thereof by the said *R.M.* may appear: **Now these Presents witness**, that for and in Consideration of the Sum of 30*l.* of, *&c.* to him the said *R.M.* well and truly paid by *E.C.* of, *&c.* at, *&c.* the Receipt, *&c.* **He** the said *R.M.* **Hath**, and by, *&c.* **Doth** absolutely bargain, sell and assign unto the said *E.C.* the above recited Note, and the said Sum of 30*l.* thereby secured, and to become due and payable, and all the Right, Title, Property, Claim and Demand whatsoever of him the said *R.M.* of, in or to the hereby assigned Note, Monies and Premisses, and all Benefit and Advantage to be had or made thereof; **To have, hold**, receive, take and enjoy the said hereby assigned Note, Monies and Premisses, unto and to the Use of the said *E.C.* his Executors, Administrators and Assigns, from henceforth for ever. **And** for the more effectual enabling him the said *E.C.* his, *&c.* to recover and receive the said hereby assigned Sum of 30*l.* he the said *R.M* hath

Recital of the Note.

Consideration.

Assignment.

Letter of Attorney.

hath, &c. conſtituted, &c. the ſaid *E. C.* his, &c. his true and lawful Attorney, &c. to commence, &c. any Action, &c. againſt the ſaid *W. W.* his, &c. for the recovering and receiving of the ſaid hereby aſſigned Sum of 30*l.* and upon Receipt, &c. and further to do, &c. and alſo to keep and detain the ſame to his and their own Uſe without any Account to be given to him the ſaid *R. M.* for the ſame: **And** the ſaid *R. M.* for himſelf, &c. doth covenant to and with the ſaid *E. C.* his, &c. by, &c. in Manner, &c. that he the ſaid *R. M.* hath not at any Time heretofore releaſed or diſcharged the ſaid hereby aſſigned Note; nor ſhall nor will at any Time hereafter releaſe or diſcharge the ſame; nor ſhall nor will diſavow, diſcontinue, releaſe or diſcharge any Action or Suit to be thereupon brought or commenced; nor revoke or countermand any Power or Authority hereby given to the ſaid *E. C.* his, &c. without the Conſent of the ſaid *E. C.* his, &c. firſt had and obtained for that Purpoſe. **And laſtly,** that in caſe it ſhall happen by Reaſon of any Inſufficiency or Inſolvency of the ſaid *W. W.* or otherwiſe, the ſaid hereby aſſigned Sum of 30*l.* or any Part thereof, ſhall or cannot be recovered and received by the ſaid *E. C.* his, &c. from the ſaid *W. W.* his, &c. or his or their Eſtate, that then and in ſuch Caſe he the ſaid *R. M.* his, &c. ſhall and will make good and pay to the ſaid *E. C.* his, &c. the ſaid Sum of 30*l.* or ſo much thereof, as by Reaſon of any ſuch Inſufficiency, Inſolvency, or otherwiſe as aforeſaid, cannot be recovered and received from the ſaid *W. W.* his, &c. or his or their Eſtate, on Account of the hereby aſſigned Note and Premiſſes: **And** for true Performance of the afore mentioned Covenants, he the ſaid *R. M.* doth hereby bind himſelf, his Executors and Adminiſtrations, unto the ſaid *E. C.* his Executors, Adminiſtrators and Aſſigns, in the Sum of 60*l.* of lawful Money, firmly by theſe Preſents. **In Witneſs,** &c.

Covenant has not, nor will releaſe the Note,

nor diſcharge any Action.

In caſe of Inſufficiency or Inſolvency of the Drawer of the Note, the Aſſignor to make good the ſame.

Penalty.

An abſolute Aſſignment by the Indorſor and Indorſee of a Note of Hand, indorſed in Truſt to the Indorſee or Bearer, in Conſideration of a Sum of Money paid down, and another Sum ſecured to be paid.

To all, &c. *A.* &c. and *B.* &c. ſend Greeting. **Know ye,** That in Conſideration of 5*l.* to the ſaid *B.* in Hand paid at, &c. by *C.* of, &c. the Receipt, &c. and thereof, &c. and of the further Sum of 5*l.* ſecured to be paid to the ſaid *B.* by Note under the Hand of the ſaid *C.* of the Date hereof, and in Conſideration of 12*d.* to the ſaid *A.* in Hand paid at, &c. by the ſaid *C.* &c. **The** ſaid *A.* at the Requeſt, and by and with the Conſent and Direction of the ſaid *B.* teſtified, &c. and likewiſe the ſaid *A.* and *B.* **Do** and either of them **Doth** hereby aſſign and ſet over unto the ſaid *C.* a Note under the Hand of *D.* dated —— for the Sum of 36*l.* payable with Intereſt at, &c. then next, whereon remains due the Sum of 30*l.* which Note is by Indorſement under the Hand of the ſaid *B.* dated ——, made payable unto the ſaid *A.* or Bearer, but was nevertheleſs **In Truſt** only for the ſaid *B.* and is ſince delivered up to the ſaid *B.* together with the Sum of 30*l.* ſo remaining due and payable upon the ſaid Note, and all other Monies due and to grow due thereupon; and all their and either of their Right, Title, Claim and Demand, of, in and to the ſaid Note and Sum of 30*l.* remaining due, and all other Monies to grow due thereupon; **To have,** hold and receive the ſame unto the ſaid *C.* his, &c. to his and their own Uſe and Uſes for ever, without any Account to be made or given for the ſame: **And** they the ſaid *A.* and *B.* do, &c. (*Letter of Attorney*) **And** the ſaid *A.* and *B.* do, &c. covenant, &c. to, &c. that the remaining 30*l.* mentioned to be due upon the ſaid Note, and Intereſt for the ſame, is juſtly due and owing to them or one of them, and that they or either of them have not received or diſcharged the ſaid remaining 30*l.* or the Intereſt due on the ſaid Note, or any Part thereof, or the ſaid Note, or any ways incumbered the ſame, nor will at any Time hereafter releaſe or diſcharge the ſame, but at the Requeſt, and with the Conſent in Writing under the Hand and Seal of the ſaid *C.* his, &c. **And** that they and either of them will, on Requeſt, do any further Act for the better aſſigning the ſaid Note and Money thereon due, and to grow due unto the ſaid *C.* his, &c. and to enable him and them to recover and receive the ſame to his and their own Uſe and Uſes, as ſhall be reaſonably required. **In Witneſs,** &c.

An Aſſignment of a Note to a Creditor in Satisfaction of his Debt, but if more than the Debt is received, (the Note being for more) the Surplus to be returned to the Aſſignor.

Recital of Note.

This Indenture, &c. **Between** *A. B.* of, &c. and *C. D.* of, &c. **Whereas** *E. F.* of, &c. by his Promiſſory Note under his Hand bearing Date, &c. did promiſe to pay to the ſaid *A. B.* (by the Name of Mr. *A. B.*) or Order —— *l.* —— Months after

Date, for Value received, as by the ſame Note may appear: **And whereas** the ſaid Sum of ——— is ſtill due and owing to the ſaid *A.B.* **Now this Indenture witneſſeth,** That the ſaid *A.B.* for and in Conſideration of the Sum of 5*s.* of, *&c.* to him in Hand, *&c.* **He** the ſaid *A.B.* **hath** granted, *&c.* unto the ſaid *C.D.* his, *&c.* **The** ſaid Note, and all the Money now due thereupon, with all Intereſt accrued and grown due, or which ſhall, *&c.* thereupon; **And** all his the ſaid *A.B.*'s Right, *&c.* **To have,** &c. unto the ſaid *C.D.* his Executors, Adminiſtrators and Aſſigns, **To the Uſes,** Intents and Purpoſes following, *viz.* **Firſt,** it is covenanted, granted and agreed, by and between the ſaid Parties to theſe Preſents, for themſelves reſpectively, and for their ſeveral and reſpective Executors and Adminiſtrators, that out of the Money to be recovered and received on the ſaid Note, the ſaid *C.D.* ſhall and may retain in his own Hands the Sum of —— which is now juſtly due and owing to him from the ſaid *A.B.* if he ſhall recover and receive ſo much as —— *l.* of the ſaid Note of —— *l.* and if he ſhall not recover ſo much as ——— *l.* then it ſhall and may be lawful for him to retain what Sum he ſhall recover and receive leſs than —— *l.* in his own Hands, towards Satisfaction and Payment of the ſaid —— *l.* ſo above mentioned to be due from the ſaid *A.B.* to the ſaid *C.D.* **And next** after the ſaid —— *l.* ſo due from, *&c.* as aforeſaid, ſhall be fully recovered and received by and retained in the Hands of the ſaid *C.D.* it ſhall be lawful for, and it is agreed by and between, *&c.* that the ſaid *C.D.* may retain in his Hands the full Charges and Expences, which he the ſaid *C.D.* ſhall have been put to in the Recovery or Receiving the ſaid —— *l.* (*The Total Money in the Note*) or ſuch Part thereof as he ſhall receive, and then return to the ſaid *A.B.* his, *&c.* the Reſidue of the ſaid —— *l.* as he the ſaid *C.D.* ſhall receive over and above the Amount of the ſaid —— *l.* ſo due to the ſaid *C.D.* and his Charges as above. (*Letter of Attorney and uſual Covenants.*) **In Witneſs,** &c.

Money ſtill due. Conſideration. Aſſignment. *Habendum.* Uſes.

XXXIII. Of Orphan's Stock. (*a*)

To all, &c. I *R.D.* of, *&c.* Widow and Executrix of the laſt Will and Teſtament of the within named *J.D.* who ſurvived the within named *T.C.* ſend Greeting. **Whereas** a Marriage was had and ſolemnized between the within named *T.M.* and *B.P.* ſoon after the Execution of the within written Indenture, and the ſaid *T.M.* by his Deed Poll, bearing Date, *&c.* and regiſtred the, *&c.* in the Chamberlain's Office of the City of *London*, *Did* aſſign unto the ſaid *J.D.* and *T.C.* all the Right of him the ſaid *T.M.* in and to all ſuch Monies as then were or ſhould be payable out of the Chamber of *London*, by virtue of an Act of Parliament, intituled, *An Act for the Relief of the Orphans*, &c. for or in reſpect of the Sum of 272*l.* 11*s.* 6*d.* ¾, due to him in Right of *B.* then his Wife, from the ſaid Chamber, on the, *&c. Upon Truſt* to permit *T.K.* therein named, to receive all Monies payable for the ſaid 272*l.* 11*s.* 6*d.* ¾, during the Life of the ſaid *T.M.* and after his Death upon the ſeveral Truſts, and to and for the ſeveral Uſes, Intents and Purpoſes therein particularly mentioned as to the ſaid 272*l.* 11*s.* 6*d.* ¾, and all Monies to be then payable for the ſame, which Truſts, Uſes, Intents and Purpoſes, are the ſame in Effect as are declared and expreſſed in the within written Indenture, of and concerning the within mentioned Sum of 240*l.* Principal Money and Intereſt thereof, to take Effect after the Death of the ſaid *T.M.* (which ſaid Sum of 240*l.* and Intereſt due for the ſame, were the Monies, whereof conſiſted the ſaid Sum of 272*l.* 11*s.* 6*d.* ¾) mentioned in the ſaid Deed Poll: **And whereas** ſince the making of the ſaid Indenture and Deed Poll, the ſaid *T.M.* and *B.* his Wife, are both dead, leaving no Child of the ſaid *T.M.* on the Body of the ſaid *B.* his Wife begotten, and at the Time of the Death of the ſaid *B.* his Wife (who ſurvived the ſaid *T.M.* her Huſband) *S.M. T.M. C.M.* and *J.M.* (the Daughters and Sons of the ſaid *T.M.* deceaſed, by *S.* his former Wife) were all the Children of the *T.M.* who were then living, and the ſaid *S. T. C.* and *J.M.* (the Daughters and Sons) are yet living; and by virtue of the Truſts in the ſaid Indenture and Deed Poll, or by virtue of ſome of them, they the ſaid Daughters and Sons are intitled in Equity to the ſaid Sum of 272*l.* 11*s.* 6*d.* ¾. and all Monies payable for the ſame ſince the Death of the ſaid *B.* **And whereas** the ſaid *J.D.* my late Huſband ſurvived the ſaid *T.C.* and is ſince dead, and I am the Relict and Executrix of my ſaid Huſband: **Now know ye,** that I the ſaid *R.D.* in Performance of ſuch Truſt and Truſts as are veſted in me as Executrix of my ſaid late Huſband, touching the ſaid Sum of 272*l.* 11*s.* 6*d.* ¾, and all Monies payable for the ſame ſince the Death of the ſaid *B.* and for divers Conſiderations me moving, **Have**

(*a*) *Note*; That upon Application made to the Perſon who regiſters Aſſignments of Orphans Stock, the ſaid Officer would not take Notice of Truſts in Aſſignments, and that the Way to raiſe Truſts was to make an Aſſignment to Truſtees, and they to declare the Truſt by another Deed, and then the Truſtees may give a Letter of Attorney to the *Ceſtuy que Truſt* ſucceſſively to receive the Intereſt.

(as

(as far as in me lies) aſſigned, transferred and ſet over, and by theſe Preſents **Do** (as far as in me lies) aſſign, transfer and ſet over, unto and to and for the Uſe and Benefit of the ſaid *S. T. C.* and *J. M.* (the Daughters and Sons) their Executors, Adminiſtrators and Aſſigns, **The** ſaid Sum of 272*l.* 11*s.* 6*d.* ¾, and all Monies payable for the ſame ſince the Death of the ſaid *B.* and from thenceforth to become payable; **And alſo** all my Eſtate, Right, Title, Intereſt, Truſt, Claim and Demand, of, in, unto and out of the ſame Sum of 272*l.* 11*s.* 6*d.* ¾, and Monies payable and to be payable for the ſame as aforeſaid, and of, in, unto and out of every Part thereof; **And**, &c. (*Covenant from Mrs.* D. *that ſhe has not incumbered.*) **In Witneſs**, &c.

XXXIV. Of Patents.

An Aſſignment of a Patent for the ſole Uſe of an Invention for fourteen Years.

THIS Indenture made, *&c.* **Between** *A. B.* of ——— of the one Part, and *C. D.* of —— of the other Part. **Whereas** the ſaid *A. B.* hath by his long Study, Expence and Experience, invented a Method of ——— by a new and uſeful Engine never before known or uſed in this Kingdom: **And whereas** upon repreſenting the ſame to his preſent Majeſty King *George* the Second, by Letters Patent bearing Date, —— his ſaid Majeſty hath given and granted unto the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, and his and their Deputy and Deputies, Servants and Agents, ſpecial Licence, full Power, and lawful Authority, to uſe, exerciſe and enjoy the ſaid new Invention, which he the ſaid *A. B.* hath found out and attained, as aforeſaid, within any Place or Places whatſoever, in or belonging to the Kingdom of *England* in ſuch Manner according to ſuch Limitations, as to him the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, or any of them, ſhall be thought fit and convenient; And that he the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, ſhall and may have and enjoy the ſole Benefit, Profit and Advantage, from Time to Time, coming, growing and ariſing, by Reaſon or Means of the ſaid Invention, during the Term of fourteen Years, from the Date of the ſaid Letters Patent, **With** a Prohibition to all Perſons whatſoever, other than the ſaid *A. B.* his Agents or Aſſigns, to uſe the ſaid Invention, or any Thing thereto belonging; as in and by the ſaid Letters Patent inrolled in the High Court of Chancery may more fully appear: **Now this Indenture witneſſeth**, That the ſaid *A. B.* for and in Conſideration of the Sum of —— to him in Hand paid by the ſaid *C. D.* the Receipt whereof is hereby acknowledged, **Hath** granted, aſſigned and ſet over, and by theſe Preſents **Doth** grant, aſſign and ſet over, unto the ſaid *C. D.* his Executors and Adminiſtrators, all the Right, Title and Intereſt of him the ſaid *A. B.* of, in and to the new Invention aforeſaid, granted and ſecured by the aforeſaid Patent from his preſent Majeſty King *George* the Second; **To have and to hold** the ſaid new Invention, with the Benefit, Profit and Advantages thereof, to the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, in as ample and beneficial a Manner, to all Intents and Purpoſes, as he the ſaid *A. B.* by virtue of the ſaid Letters Patent may or might have or hold the ſame, if this preſent Aſſignment had not been made, for and during all the Reſidue of the ſaid Term of fourteen Years mentioned in the ſaid Letters Patent. **And** the ſaid *A. B.* doth by theſe Preſents conſtitute and appoint the ſaid *C. D.* his Aſſignee and Grantee of and for the ſaid Invention, and the Profits thereof, for the Reſidue and Remainder of the ſaid Term of fourteen Years granted by the Patent above mentioned. **And** the ſaid *A. B.* doth covenant to and with the ſaid *C. D.* that he the ſaid *C. D.* his Executors and Adminiſtrators, ſhall and may, by virtue of theſe Preſents, have and take and receive all Profits and Advantages whatſoever, that may or ſhall be made for or by Reaſon of the new Invention aforeſaid; **And** that he the ſaid *A. B.* his Executors and Adminiſtrators, ſhall and will do and execute, or cauſe or procure to be done and executed, all and every other Act and Acts, Thing and Things, Device and Devices, for the further, better, and more perfect aſſigning and aſſuring of the Patent above mentioned, and the Right, Title and Intereſt of the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, as he the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, or his or their Counſel learned in the Law, ſhall adviſe and require. **In Witneſs**, &c.

Recital of Patent.

Aſſignment.

See Title **Petitions**, for the Method of obtaining Letters Patent.

XXXV. Of Pensions.

An Assignment of a Pension on the Irish *Establishment, in Trust for the Payment of Debts.*

THIS Indenture, &c. Between *B. C.* of, *&c.* and *S. S.* of, *&c.* (two of the Creditors of her the said *B. C.*) of the other Part. Whereas by Virtue of his Majesty's Sign Manual, Warrant, Order, or some other Instrument, she the said *B. C.* is now intitled to have and receive an Annuity or Pension of 100*l. per Ann.* upon the Establishment of *Ireland*, and payable out of the Treasury there, or in the Treasury of that Part of *Great Britain* called *England*, upon the Revenue arising out of the Kingdom of *Ireland*, in such Manner as therein is mentioned, as by the same Warrant, Order or other Instrument, duly inrolled or entred, as well in his Majesty's Treasury Office of *Ireland*, as also of the like in *England*, (Relation, *&c.*) And whereas the said *B. C.* on the Day of the Date hereof, is and stands justly and truly indebted unto the said *A. M.* and *S. S.* and the other several and respective Persons, Creditors of her the said *B. C.* who have subscribed their Names, together with their several Debts or Sums of Money now due and owing to each Creditor, in such Manner as is particularly mentioned and set forth in a Schedule hereunder written: And whereas, &c. (*Unable to pay; Agreement to assign the Pension, in Trust for Creditors, in such Proportions and Manner as herein after is mentioned.*) They the said Creditors by their Letter of Licence duly executed, bearing Date the Day next before the Date hereof, Have thereby given and granted to her the said *B. C.* full and free Liberty, Leave and Licence, as to her Person, Goods and Chattels to pass and repass without any Let, *&c.* from them the said Creditors, for and during the Space of five Years, to commence from the Date thereof, in such Manner as therein is mentioned; As by, *&c.* Now this Indenture witnesseth, That the said *B. C.* in Consideration of such Letter of Licence so given to her by her said Creditors as aforesaid, and also to the Intent and Purpose, that they the said several subscribing Creditors may out of the said yearly Pension of 100*l.* be as soon as possible paid and satisfied their said several Debts now due to them as aforesaid; and also in Pursuance and Performance of her before mentioned Agreement for that Purpose; and also for and in Consideration of the Sum of 5*s.* of lawful Money to the said *B. C.* in Hand paid by the said *A. M.* and *S. S.* at, *&c.* the Receipt, *&c.* and for divers, *&c.* She the said *B. C.* hath, and by, *&c.* Doth absolutely bargain, sell, assign, transfer and set over, unto them the said *A. M.* and *S. S.* their, *&c.* All that the said before mentioned Annuity, Pension or yearly Sum of 100*l.* so issuing and payable to her the said *B.* out of his said Majesty's Treasury in *Ireland* upon the before mentioned *Irish* Establishment, out of the said Revenues there arising as aforesaid; together with all and every the Sum and Sums of Money from henceforth to grow due by Virtue or Means thereof; and also all the Right, Title, Interest, Property, Benefit, Claim and Demand whatsoever, either at Law or in Equity, of her the said *B. C.* of, in or to the said hereby assigned yearly Pension, Monies and Premisses, or any Part thereof, by Virtue of the said Warrant or other Instrument, on the said Establishment, or otherwise howsoever, together with the same Warrant or other Instrument; To have, hold, receive, take and enjoy the said Annuity or Pension of 100*l. per Ann.* and all and singular other the hereby assigned Premisses unto the said *A. M.* and *S. S.* their Executors, Administrators and Assigns from the Day next before the Date hereof, for and during the full Term of five Years from thence next ensuing; Nevertheless to, for and upon the several Trusts, and subject to the Proviso herein after mentioned, expressed and declared, of and concerning the same, that is to say, Upon this special Trust, That they the said *A. M.* and *S. S.* and the Survivor of them and the Executors, *&c.* of such Survivor, after deducting to themselves all their Costs and Charges touching the Receipt of the hereby assigned Monies and Premisses, and which they are hereby impowered so to do (testified by the Consent of the said *B. C.*'s executing hereof, and of each of the said Creditors subscribing these Presents) shall and will from Time to Time, and at all Times, when and as soon as the said Annuity or yearly Pension of 100*l.* or any Part thereof, shall be by them had and received, pay or cause to be paid, all and every such Sum and Sums of Money to be by them or either of them, from Time to Time so received, unto themselves, and all and every other of the said hereby subscribing Creditors, and that rateably and proportionably, according to their several and respective Debts hereunder particularly mentioned and set forth, until such Time only as every such respective Creditor's Debt shall be to them fully paid and satisfied; and from and immediately after full Payment and Satisfaction of all and every such Debts, and of all Costs and Charges touching the Receipt of the same; Then in Trust for the said *B. C.* her, *&c.* and to be assigned and disposed of as she

Recitals. As to the Pension payable to *B. C.* *B. C.* indebted to Persons in a Schedule. Letter of Licence. Consideration. Assignment. *Habendum.* In Trust, after Costs, to pay in Proportion, *&c.*

Letter of Attorney.

ſhe or they ſhall direct and appoint; **And** for the better, &c. to aſk, demand and receive out of and from his ſaid Majeſty's Treaſury, and of and from all and every Perſon and Perſons whomſoever, that are or ſhall be liable to pay the ſame, all and ſingular the ſaid hereby aſſigned Penſion, Monies and Premiſſes; and upon Receipt, &c. proper and ſufficient Diſcharges either in the Name of her the ſaid *B. C.* or in their, any or either of their own Names, to give for the ſame; and finally to do all, &c. and that as fully, &c. and ſhe the ſaid *B. C.* doth hereby give, &c. all her full and abſolute Power, &c. **Nevertheleſs** upon and under the Truſts aforeſaid. **Provided always**, and it is hereby expreſly agreed and declared by and between all, &c. and the true Intent, &c. is, that from and immediately after Payment of all and every the Sum and Sums of Money ſo now due and owing to every ſuch ſubſcribing Creditor as aforeſaid, and of all Charges touching the Receipt of the hereby aſſigned Monies and Premiſſes, then and from thenceforth theſe Preſents, and the Aſſignment hereby made, and every Thing herein contained, ſhall be void and of no Effect; any Thing, &c. **And** each of them the ſaid *A. M.* and *S. S.* for themſelves ſeverally and reſpectively, and for their ſeveral and reſpective Executors and Adminiſtrators, doth covenant to and with the ſaid *B. C.* and every of the ſaid Creditors who ſhall ſubſcribe theſe Preſents, and to and with their ſeveral Executors, Adminiſtrators and Aſſigns, by theſe Preſents, that they the ſaid *A. M.* and *S. S.* their Executors, Adminiſtrators and Aſſigns, or ſome of them, ſhall and will at all Times, on their Receipt of the ſaid hereby aſſigned Penſion of 100 *l.* or of any Part thereof, pay and apply the ſame to themſelves and every other of the ſaid ſeveral ſubſcribing Creditors, rateably and proportionably according to the Truſt aforeſaid touching the ſame. **In Witneſs**, &c.

Proviſo, that after Payment, theſe Preſents to be void.

Covenant from the Truſtees to the Creditors to pay the Monies when received, according to the Truſt, &c.

An Aſſignment of a Sea Captain's Half-pay.

To all, &c. I Captain *J. C.* of, &c. Gent. ſend Greeting. **Know ye**, That I the ſaid *J. C.* for and in Conſideration, &c. **Have**, &c. **All** my Half-pay that ſhall accrue and be due unto me from —— to *T. J.* as alſo my whole Eſtate, &c. of, in and to the ſame; **To have and to hold**, &c. to his and their own proper Uſe and Behoof, and as his and their own proper Goods and Chattels for ever; **All** and ſingular which ſaid bargained Premiſſes ſhall be for ever by me the ſaid *J. C.* my Executors and Adminiſtrators, warranted and defended unto the ſaid *J. T.* his, &c. againſt the Claim or Demand of any Perſon or Perſons, and free, &c. **In Witneſs**, &c.

Warranty.

XXXVI. Of a Pew.

Recitals. *E. F.* intitled to a Chapel.

This Indenture, &c. **Between** *A. B.* of, &c. and *C. D.* of, &c. **Whereas** by Indenture bearing Date, &c. *Between E. F.* of, &c. of the one Part, and the ſaid *A. B.* of the other Part, *Reciting* that the ſaid *E. F.* was poſſeſſed of, or intitled to *All* that Chapel, or new Erection or Building intended for a Chapel, called, &c. ſituate, &c. for the Remainder of a Term of —— Years, which commenced from, &c. *And* that the ſaid *A. B.* being deſirous to purchaſe a Pew or Seat in the ſaid Chapel, the ſaid *E. F.* in Conſideration of the Sum of, &c. *Did* demiſe, leaſe and let to the ſaid *A. B. All* that Pew or Seat in the ſaid Chapel, ſituate, &c. marked, &c. with free Liberty of Ingreſs, Egreſs and Regreſs, unto and from the ſame at all convenient Times of Divine Service, and at all other reaſonable Times whatſoever; *To hold* the ſaid Pew or Seat to the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, from, &c. for and during, &c. of —— Years from thence, &c. *Subject* to the ſeveral Covenants, Clauſes, Proviſoes and Agreements mentioned and contained in certain Indenture or Articles of Agreement, dated, &c. between *G. H. J. K.* and the ſaid *E. F.* and ſeveral others, the firſt Perſons who undertook the building and finiſhing the ſaid Chapel, of the one Part, and *W. X.* and ſeveral other Subſcribers, who have come in and joined in the building and finiſhing of the ſaid Chapel, of the other Part; *And ſubject* to a Covenant on the Part of the ſaid *A. B.* for performing the Conditions and Agreements contained in the ſaid Indenture or Articles of Agreement, as in and by the ſaid recited Indenture of Leaſe, Relation, &c. **Now**, &c. that the ſaid *A. B.* for and in Conſideration of the Sum, &c. he the ſaid *A. B.* **Hath** granted, bargained, ſold, aſſigned and ſet over, and by, &c. unto the ſaid *C. D.* his, &c. **All** that the aforeſaid Pew or Seat in the ſaid Chapel, ſituate, &c. marked, &c. with free Liberty, &c. and all the Eſtate, &c. **To have and to hold** the ſaid Pew or Seat, and all the Eſtate, &c. unto the ſaid *C. D.* his, &c. from henceforth for and during all the Reſt, &c. of the ſaid Term by the ſaid original Indenture of Leaſe granted, now to come and unexpired, together with the ſame Indenture. (*Covenants that the Leaſe is good, and that the Aſſignor has Right to aſſign.*) **In Witneſs**, &c.

Demiſed a Pew to *A. B.*

Subject to the Building Articles.

Conſideration.

Aſſignment.

Habendum.

Covenants.

XXXVII. Of

XXXVII. Of (a) Policies of Insurance.

An Assignment of a Policy of Insurance on Lives.

WHereas the Corporation of the *Amicable Society* for a perpetual Insurance Office, by one Instrument or Policy under their common Seal, bearing Date, &c. Old, N° 1164, New, N° 4564, did oblige themselves and Successors to pay to *A. B.* of, &c. or his Assigns, Nominee of *C. D.* of, &c. a Member of the said Society, such a Proportion or Share of the Joint-Stock or Fund of the said Society, as should become due to the said *A. B.* or his Assigns, at such Time or Times, as by their Charter is limited and appointed: **And whereas** the said *A. B.* is since dead, having first made his Will and Testament, and appointed *E. F.* and *G. H.* Executors thereof, who have duly proved the said Will and Testament in the Prerogative Court of *Canterbury*: **And whereas** the Name of *A. B.* was made use of in the above recited Policy, in Trust for *E. S.* of, &c. **Now know all Men,** by, &c. that we the said *E. F.* and *G. H.* as Executors of the said *A. B.* for and in Consideration of the Sum of 5 *s.* of, &c. in Hand, &c. the Receipt, &c. **Have** assigned, &c. and by, &c. **Do,** &c. unto the said *E. S.* her Executors, Administrators and Assigns, **All** our Right, &c. **In** and to the above recited Instrument or Policy, numbered as above; and in and to the Joint-stock and Fund of the said Society, risen or to arise on or by Virtue of the above recited Instrument or Policy; **To have and to hold** the same, with all Benefit and Advantage thereof, risen or to arise unto her the said *E. S.* her Executors, Administrators and Assigns for ever. **In Witness,** &c.

Recital of the Policy to pay to *A. B.*

A. B. dead.

E. F. and *G. H.* Executors.

A. B.'s Name in Trust for *E. S.*

Consideration.

Assignment.

Habendum.

Another by Indorsement.

KNOW all Men by these Presents, that I the within named *A. B.* for and in Consideration of the Sum of 7*l.* 15*s.* of lawful Money of *G. B.* to me in Hand paid by *C. D.* of the Receipt whereof I do hereby acknowledge, and thereof and therefrom do hereby acquit, release and discharge the said *C. D.* his Executors, Administrators and Assigns, **Have** sold, assigned, transferred and set over, and by these Presents **Do** absolutely sell, assign, transfer and set over **All** my Right, Property, Interest, Claim and Demand whatsoever, in and to the within mentioned Policy, and in and to the Joint-stock and Fund of the said Society risen or to arise by Virtue thereof unto him the said *C. D.* his Executors, Administrators and Assigns for ever. **In Witness** whereof I have hereunto set my Hand and Seal the Day of 1756.

Assignment of Policies of Insurance, on Houses, &c.

WHereas I the under written *E. C.* of —— by one Instrument or Policy of Insurance (N° ——) in the —— Office for insuring Houses, &c. from Losses by Fire, bearing Date, &c. have insured one Brick House, &c. and by one other Instrument, &c. (N° ——) have insured, &c. for the Term of —— Years from the respective Dates of the said Policies: **Now know all Men** by these Presents, that I the said *E. C.* in Consideration of the Sum of 5*s.* of lawful, &c. to me in Hand paid by *W. G.* of —— the Receipt, &c. **Have** assigned, transferred and set over, and by, &c. **Do,** &c. unto the said *W. G.* the said two several Instruments or Policies of Insurance, and all Monies, Benefit, Profit and Advantage which shall or may arise or accrue therefrom or thereby; and all my Right, Title and Interest therein and thereunto; **To have and to hold** the said two several Instruments or Policies of Insurance, and all, &c. unto the said *W. G.* his Executors, Administrators and Assigns, **To** the only Use and Behoof of the said *W. G.* his Executors, Administrators and Assigns. **In Witness,** &c.

Recital of Policies.

Consideration.

Assignment.

Habendum.

An

(a) See Assignments of Leases, &c. before.

An Aſſignment by an Executrix of a Policy of Inſurance by Indorſement thereon, made on aſſigning a Leaſe.

KNOW, *&c.* that I *S. H. &c.* Relict and Executrix of the laſt Will and Teſtament of the within named *T. H.* in Conſideration of 5*l.* to me in Hand paid by *H. B. &c.* the Receipt, *&c.* and for other, *&c.* Do hereby aſſign and transfer unto the ſaid *H. B.* (to whom I have aſſigned my Leaſe, Term and Intereſt in the Premiſſes within mentioned) his Executors and Aſſigns, The within written Inſtrument or Policy of Inſurance, and all Sum and Sums of Money, and other Benefit and Advantage which ſhall or may become and grow due and payable, or be had or taken thereby or thereupon, and all my Right, *&c.* To have, *&c.* to his and their own Uſe and Uſes. (*Add a Letter of Attorney.*) In Witneſs, &c.

An Aſſignment of 10 *Policies of Inſurance on Houſes,* &c. *particularly deſcribing each Policy.*

Conſideration. KNOW all Men by theſe Preſents, That I *P. G.* of, *&c.* for and in Conſideration of 5*s.* of, *&c.* by *J. M.* of, *&c.* to me in Hand paid at, *&c.* the Receipt, *&c.* and

Aſſignment. for divers, *&c.* have aſſigned, transferred and ſet over, and by theſe Preſents, Do aſſign,

Particulars or Deſcriptions of the Policies. *&c.* unto the ſaid *J. M.* his Executors, Adminiſtrators and Aſſigns, All thoſe ten ſeveral Policies or Inſtruments of Inſurance made and taken out of the publick Fire-Office of the *Amicable Contributionſhip*, or Society commonly called *The Hand in Hand Office*, numbered reſpectively 12, 5893, 10345, *&c.* and all bearing Date the 11th Day of *April* laſt, by one of which ſaid Policies numbered 12, the Sum of 400*l.* is inſured to the ſaid *P. G.* for the Term of ſeven Years from the Date of the ſame Policy upon the Premiſſes in the ſame Policy mentioned and deſcribed, and by one other of the ſaid Policies numbered 5893, the Sum of 200*l.* is inſured unto the ſaid *P. G.* for the ſame Term from the ſame Time upon the Premiſſes in the ſame laſt Policy mentioned and deſcribed, and by one other of the ſaid Policies numbered 10345, the Sum of 300*l.* is inſured unto the ſaid *P. G.* for the ſame Term from the ſame Time, upon the Premiſſes in the ſame laſt Policy mentioned and deſcribed, and by one other, *&c.* (*in like Manner as to the Reſt*) as by the ſaid ſeveral and reſpective Policies or Inſtruments

Habendum. of Aſſurance, Relation, *&c.* To have, hold, enjoy, receive and take for all the Remainder of the ſaid ſeveral and reſpective Terms of ſeven Years from the Day of the Date thereof, unto the ſaid *J. M.* his Executors, Adminiſtrators and Aſſigns, the ſaid ſeveral Policies or Inſtruments of Aſſurance, and all and every Sum and Sums of Money, Dividends, Intereſt, Benefit and Advantage whatſoever, now due or hereafter to ariſe or be had or made by Virtue thereof reſpectively, during the Remainder of the ſaid ſeveral Terms in any Manner howſoever. In Witneſs whereof, I the ſaid *P. G.* have, *&c.*

An Aſſignment of ſeveral Policies by an Executor, purſuant to an Agreement made on purchaſing the Premiſſes, and wherein the Purchaſe Deed is recited.

Recitals, *viz.* As to four Policies. TO all Perſons, &c. *G. K.* of, *&c.* (ſole Executor of the laſt Will and Teſtament of *J. L.* late of, *&c.* deceaſed) ſendeth Greeting. Whereas by four ſeveral Inſtruments or Policies of Inſurance taken out of the *Weſtminſter* Fire-Office, all of them bearing Date the, *&c.* and numbered 2171, 2172, 2173 and 2174, the ſaid *J. L.* deceaſed, *Did* inſure upon ſeven Brick Houſes, ſituate, *&c.* abutting and bounding as in the ſaid ſeveral Policies mentioned, the ſeveral Sums of 75*l.* 125*l.* 125*l.* and 125*l.* (amounting in the whole to the

As to the Purchaſe Deeds. Sum of 450*l.*) as by the ſaid Policies appears: And whereas by Indentures of Leaſe and Releaſe, the Leaſe bearing Date the Day next before, and the Releaſe being *Quadripartite*, and bearing even Date with, and executed immediately before theſe Preſents, and made between the ſaid *G. K.* of the firſt Part, *A. L.* Widow and Executrix of the ſaid *J. L.* of the ſecond Part, *W. C.* and *E.* his Wife, *W. M.* and *F.* his Wife, *T. U.* and *A.* his Wife, and *W. R.* and *C.* his Wife, (by ſuch other Additions and Deſcriptions as are therein mentioned) of the third Part, and *W. S.* of, *&c.* of he fourth Part, *In Conſideration* of the Sum of 420*l.* paid to them the ſaid *A. L. W. C.* and *E.* his Wife, *W. M.* and *F.* his Wife, *T. U.* and *A.* his Wife, and *W. R.* and *C.* his Wife, ſome or one of them, by the ſaid *W. S.* in full for the abſolute Purchaſe of the ſaid Meſſuages or Tenements and Premiſſes, and of 10*s.* paid to the ſaid *G. K.* by the ſaid *W. S.* and by Virtue of a Fine *ſur Conuſance* therein agreed to be levied, *The* ſaid Meſſuages or Tenements, Hereditaments and Premiſſes, are by them the ſaid *G. K. A. L. W. C.* and *E.* his Wife, *W. M.* and *F.* his Wife, *T. U.* and *A.* his Wife, and *W. R.*

and *A.* his Wife, abſolutely granted, releaſed and conveyed unto the ſaid *W. S.* his Heirs and Aſſigns for ever, *As* by the ſaid Indentures of Leaſe and Releaſe may appear: **And whereas** previous to ſuch Conveyance, *It was agreed* that the before mentioned Policies ſhould be aſſigned to the ſaid *W. S.* in ſuch Manner as herein after mentioned: **Now know ye,** that in purſuance of the ſaid Agreement, and in Conſideration of the Sum of 5*s.* to the ſaid *G. K.* paid to him by the ſaid *W. S.* the Receipt, *&c.* is by him hereby acknowledged, **He** the ſaid *G. K.* at the Requeſt and by the Direction of the ſaid *A. L. W. C.* and *E.* his Wife, *W. M.* and *F.* his Wife, *T. U.* and *A.* his Wife, and *W. R.* and *A.* his Wife, (teſtified by their Executing hereof) **Hath**, and by theſe Preſents, he the ſaid *G. K.* **Doth** bargain, ſell, aſſign and ſet over unto the ſaid *W. S.* his Executors, Adminiſtrators and Aſſigns, *As well* the ſaid four recited Inſtruments or Policies of Inſurance, *As alſo* the ſaid ſeveral Sums of 75*l.* 125*l.* 125*l.* and 125*l.* thereby reſpectively inſured on the ſaid ſeveral Houſes and Premiſſes as aforeſaid; **As likewiſe** all Benefit and Advantage whatſoever to be had or made of the ſaid hereby aſſigned Policies and every of them, and all the Right, Intereſt, Property, Claim and Demand whatſoever, both at Law and in Equity, of him the ſaid *G. K.* of, in, to and out of the ſaid hereby aſſigned Premiſſes, and every Part and Parcel thereof. **In Witneſs** whereof the ſaid *G. K. A. L. W. C.* and *E.* his Wife, *W. M.* and *F.* his Wife, *T. U.* and *A.* his Wife, and *W. R.* and *A.* his Wife, have hereunto ſet their Hands and Seals, *&c.*

As to previous Agreement to aſſign the Policies.
Conſideration.
Aſſignment.

An Aſſignment of five Policies, with a Proviſo for Re-aſſigning them on Payment of Mortgage-Money purſuant to a Proviſo in a Mortgage of the Premiſſes of even Date.

Whereas the Truſtees of *The Amicable Contributionſhip* or *Hand in Hand Fire-Office,* for inſuring Houſes, *&c.* from Loſs by Fire, *Did* by five certain Inſtruments or Policies of Inſurance, under their Hands and Seals, four of them bearing Date the, *&c.* and the other of them bearing Date the, *&c.* and four of them numbered as follows, *viz. &c.* and the other of them numbered, *&c.* inſure in the Name of *R. B.* Citizen and Goldſmith of *London*, the ſeveral Sums of 75*l.* 75*l.* 50*l.* 100*l.* and 125*l.* (amounting in the whole to the Sum of 425*l.*) upon, *&c.* for the Term of ſeven Years from the Date of the ſaid reſpective Policies, in ſuch Manner as in the ſame Inſtruments or Policies are mentioned and expreſſed: **Now theſe Preſents witneſs,** That for and in Conſideration of the Sum of 5*s.* of, *&c.* to him the ſaid *R. B.* in Hand paid by *T. M.* Merchant, and *R. A.* at, *&c.* the Receipt, *&c.* **He** the ſaid *R. B.* (at the Requeſt, and by and with the Conſent, Direction and Appointment of *E. H.* of, *&c.* and *J.* his Wife) **Have** and by theſe Preſents **Do** and each of them **Doth** bargain, *&c.* unto the ſaid *T. M.* and *R. A.* their Executors, Adminiſtrators and Aſſigns, **The** ſaid five ſeveral Inſtruments or Policies of Inſurance, ſo made to or taken out in the Name of the ſaid *R. B.* as aforeſaid, with all and every the Sum and Sums of Money thereby aſſured, or which ſhall be due, payable or recoverable upon all, every or any of the ſaid Policies, and all Intereſt, Dividends, Profit, Benefit and Advantage whatſoever, to ariſe or to be had or made by Virtue of the ſaid Inſtruments or Policies of Inſurance, any or every or either of them: **Provided always,** and theſe Preſents are upon this Condition, that if they the ſaid *E. H.* and *J.* his Wife, or either of them, their or either of their Executors, Adminiſtrators or Aſſigns, do and ſhall well and truly pay, or cauſe to be paid unto the ſaid *T. M.* his Executors, Adminiſtrators or Aſſigns, the Sum of 252*l.* and to the ſaid *R. A.* the Sum of 210*l.* upon the ſeveral Days, and in ſuch Manner, as the ſame ſeveral Sums are appointed to be paid, according to a Proviſo or Condition contained in an Indenture *Tripartite* of Aſſignment, bearing even Date with and executed immediately before theſe Preſents, and made between the ſaid *R. B.* of the firſt Part, the ſaid *E. H.* and *J.* his Wife, (by ſuch other Deſcription as therein is mentioned) of the ſecond Part, and the ſaid *T. M.* and *R. A.* (by ſuch other Additions as therein alſo mentioned) of the third Part, that then the ſaid *T. M.* and *R. A.* their Executors, Adminiſtrators or Aſſigns, ſhall and will at the Requeſt and Charge of the ſaid *E. H.* and *J.* his Wife, their Executors or Aſſigns, re-aſſign the ſaid five Inſtruments or Policies of Inſurance, and all their Right and Intereſt therein and thereunto, unto the ſaid *E. H.* and *J.* his Wife, their Executors, Adminiſtrators and Aſſigns. **In Witneſs** whereof they the ſaid *R. B. E. H.* and *J.* his Wife, have hereunto ſet their Hands and Seals, *&c.*

Recital of Policies.
Conſideration.
Aſſignment.
Proviſo to re-aſſign the Policies, if the Money mentioned in a Mortgage of even Date, be paid according to the Proviſo therein.

Another of several Policies differently described, with a Proviso to be void on paying the Principal and Interest, pursuant to a Mortgage of a different Date.

Consideration. Assignment. Policies described.

KNOW, &c. that I *J. M.* of, *&c.* for and in Consideration, *&c.* by *H. L.* of, *&c.* have assigned, *&c.* and by, *&c.* unto the said *H. L.* his, *&c.* All that Policy or Instrument of Insurance, made and taken out of the public Fire-Office of the Amicable Contributionship or Society commonly called *The Hand in Hand Office*, N° 64154. and bearing Date, *&c.* whereby the Sum of 200*l.* is insured unto me the said *J. M.* for the Term of seven Years, from the Date of the said Policy upon a Brick House, situate, *&c.* and in the Possession of, *&c.* And also all that other Policy or Instrument of Insurance, made and taken out of the aforesaid Publick Fire-Office, numbered, *&c.* whereby, *&c.* in the Parish aforesaid, being the third House, Southward, in the —— And also all that other Policy, *&c.* made and taken out of the same Publick Fire-Office, numbered, *&c.* (*ut supra*) as by the said several and respective Policies or Instruments of Insurance, are described, expressed and declared, and all my Right, Title and Interest, of, in and to the same Policies; To have, hold, enjoy, receive and take for all the Remainder of the said several and respective Terms of seven Years, from the Date hereof, unto the said *H. L.* his Executors, Administrators and Assigns, the said several Policies or Instruments of Insurance, and all and every Sum and Sums of Money, Dividends, Interests, Benefit and Advantage whatsoever, now due or hereafter to arise or be had or made by Virtue thereof respectively, during the Remainder of the said several Terms, in any Manner howsoever: Provided always, and these Presents are upon this Condition nevertheless, that if I the said *J. M.* my Executors, Administrators or Assigns, shall, *&c.* pay, *&c.* unto the said *H. L.* his, *&c.* the full Sum of, *&c.* with lawful Interest for the same, on the Days and in Manner as is mentioned and expressed in the Proviso or Condition of a certain Indenture of Mortgage, bearing Date, *&c.* made between the said *J. M.* of the one Part, and the said *H. L.* of the other Part; then these Presents to be void. In Witness whereof I the said *J. M.* have, *&c.*

An Assignment of several Policies mentioned in a Schedule by a former Mortgagee, by her Consent, to a second Mortgagee, upon Trust to discharge the Mortgages, &c. *with a Covenant from the now Assignor to renew the Policies,* &c.

Recital of a Mortgage, (Reciting Leases and several Assignments to *J. M.* and from him assigned to *M. A.* as a Security for 3653*l.* and that *J. M.* had borrowed 2000*l.* of *E. P.* for Security of which, *M. A.* had been prevailed on to join with *J. M.* in making *E. P.* a Security; The Security and the Proviso of Redemption)

THIS Indenture, made, *&c.* Between *M. A.* of, *&c.* of the one Part, and the Honourable *C. C.* of, *&c.* Esq; of the other Part. Whereas by Indenture *Tripartite*, bearing even Date with and executed immediately before these Presents, and made or mentioned to be made between *E. P.* (Wife of *H. P.* of, *&c.* Gent.) and *S. B.* of, *&c.* Clerk, (a Trustee nominated and appointed, as well by the said *E. P.* as also by the said *H. P.* her Husband, for the lending and disposing of the proper and separate Monies of her the said *E. P.*) of the first Part, the said *M. A.* of the second Part, and the said *C. C.* of the third Part; *Whereby* (after *reciting* several Indentures of Lease, and several Indentures of Assignment made to *J. M.* Gent. therein named, his, *&c.* of several Pieces of Ground therein particularly mentioned and described, and of several Messuages or Tenements thereon erected and built, situate, *&c.* for the several Terms of Years therein mentioned, and at and under the respective yearly Rents therein also mentioned; And further *Reciting*, that the said Pieces of Ground, Messuages or Tenements and Premisses, had been by the said *J. M.* assigned to, and the same stood as a Security for Payment to the said *M. A.* of the Sum of 3653*l.* in Manner as therein recited and mentioned; *And further Reciting* (amongst other Things) that the said *J. M.* had borrowed the further Sum of 2000*l.* of the said *E. P.* and that for securing Repayment thereof, with Interest, unto the said *E. P.* she the said *M. A.* had been prevailed on to waive her Interest in the therein before mentioned Security of the said Premisses, as to her Priority in Payment of what Monies remained due to her thereon, and to join with the said *J. M.* in making a good Security, to or *in Trust* for the said *E. P.* and that by Indenture *Tripartite* of Assignment, bearing Date on or about the 20th Day of, *&c.* and made between the said *J. M.* of the first Part, the said *M. A.* of the second Part, and the said *E. P.* and *S. B.* of the third Part; *In Consideration* of the said Sum of 2000*l.* therein mentioned to be paid to the said *J. M.* by the said *S. B.* (being the proper and separate Monies of her the said *E. P.*) and also of the Sum of 5*s.* a-piece to them the said *J. M.* and *M. A.* paid by the said *S. B.* *He* the said *J. M.* (by and with the Consent of the said *M. A.* and at the Nomination of the said *E. P.*) *Had* granted, sold and assigned, and that she the said *M. A.* at his Request, *Had* bargained, sold and assigned unto the said *S. B.* *The* said, *&c.* therein before mentioned, with their Appurte-

nances;

nances; *To hold* the ſame unto the ſaid *S. B.* his, *&c.* from, *&c.* for, *&c.* *Subject nevertheleſs* to a Proviſo in the ſaid Indenture *Tripartite* contained for Redemption of the ſaid Premiſſes on Payment to the ſaid *S. B.* for the proper and ſeparate Uſe and Benefit of the ſaid *E. P.* of the Sum of 2100 *l.* on the ſeveral Days, and in Manner as therein mentioned); *It is by the* ſaid Indenture *Tripartite*, bearing even Date herewith, *Witneſſed*, that for and in Conſideration of the Sum of 2000 *l.* paid by the ſaid *C. C.* to the ſaid *S. B.* by the Direction of the ſaid *E. P.* teſtified as therein mentioned, and being for her proper and ſeparate Uſe, and in full Satisfaction and Diſcharge of all Monies whatſoever then due to the ſaid *E. P.* or *S. B.* or either of them, by Virtue of the ſaid Security ſo made to the ſaid *S. B.* *In Truſt* for the ſaid *E. P.* as aforeſaid; and alſo in Conſideration of the Sum of 5 *s.* to the ſaid *M. A.* alſo paid by the ſaid *C. C.* *He* the ſaid *S. B.* (by and with the Conſent and Direction of the ſaid *E. P.* and *M. A.* teſtified as aforeſaid), and alſo ſhe the ſaid *M. A.* and each of them, *Did* bargain, *&c.* unto the ſaid *C. C.* *The* ſeveral, *&c.* which by the ſaid *J. M.* were aſſigned to the ſaid *M. A.* or which by the ſaid Indenture of the 20th of, *&c.* were by them the ſaid *J. M.* and *M. A.* bargained, *&c.* to the ſaid *S. B.* *In Truſt* for the ſaid *E. P.* as aforeſaid, with their and every of their Appurtenances, *To hold*, *&c.* unto, *&c.* from, *&c.* during, *&c.* *Subject nevertheleſs* to a Proviſo in the ſaid Indenture of Aſſignment, bearing even Date herewith, contained, for Redemption of the thereby aſſigned Premiſſes, on Payment by the ſaid *M. A.* her, *&c.* unto the ſaid *C. C.* his, *&c.* of the Sum of 2100 *l.* on the ſeveral Days, and in ſuch Manner as therein is mentioned; as in and by the ſaid in Part recited Indenture *Tripartite*, bearing even Date herewith, and the ſeveral Indentures of Leaſe and Aſſignment therein recited, Relation, *&c.* **And whereas** previous to the making and executing the ſaid recited Aſſignment to the ſaid *C. C.* to the Intent for better ſecuring Payment to him of the ſaid Principal Sum of 2000 *l.* and Intereſt, ſhe the ſaid *M. A.* agreed to aſſign unto him the ſaid *C. C.* the ſeveral Policies of Inſurance by her taken out of the *Weſtminſter* Fire-Office for the ſeveral Sums of Money, and which are reſpectively numbred and dated, as in the Schedule hereunder written are particularly mentioned and expreſſed, in ſuch Manner as herein after is mentioned: **Now this Indenture witneſſeth**, that in Purſuance of the ſaid recited Agreement, and for the Intent aforeſaid, and alſo for and in Conſideration of the Sum of 5 *s.* of, *&c.* to the ſaid *M. A.* in Hand paid by the ſaid *C. C.* at, *&c.* the Receipt, *&c.* **She** the ſaid *M. A.* **Hath**, and by theſe Preſents **Doth** freely, clearly and abſolutely bargain, ſell, aſſign, transfer and ſet over unto the ſaid *C. C.* **All** and every the ſaid ſeveral Inſtruments and Policies of Inſurance in the ſaid Schedule hereunder written mentioned, and which are now inſured on the ſaid ſeveral Meſſuages or Tenements and Premiſſes in the ſaid *Weſtminſter* Fire-Office for the ſeveral Terms of Years, and for the reſpective Sums of Money, and numbered and dated as therein particularly mentioned and expreſſed; and all and every Sum and Sums of Money due and to be due on the ſaid Policies, every or any of them, or thereupon recovered or gotten, and all other the Benefit and Advantage whatſoever to be thereof made; and all the Right, Title, Intereſt, Property, Claim and Demand whatſoever, either at Law or in Equity of her the ſaid *M. A.* of, in or to the ſame; **To have and to hold**, receive, perceive, take and enjoy the ſaid ſeveral Policies, Sum and Sums of Money, and all and ſingular other the hereby aſſigned Premiſſes, unto and to the Uſe of the ſaid *C. C.* his Executors, Adminiſtrators and Aſſigns, from henceforth for evermore, and that in as full, large, ample and beneficial Manner, to all Intents, Conſtructions and Purpoſes whatſoever, as ſhe the ſaid *M. A.* could, might or ought to have had, held, received or enjoyed the ſame, in caſe theſe Preſents had not been made: **Nevertheleſs upon the ſeveral Truſts**, and ſubject to the Proviſo herein after mentioned, expreſſed and declared of and concerning the ſame; that is to ſay, **In Truſt** in the firſt Place, for the further and better ſecuring Payment of the ſaid Principal Sum of 2000 *l.* and of all Intereſt Monies to become due for the ſame, unto and for the Uſe and Benefit of the ſaid *C. C.* his Executors, Adminiſtrators and Aſſigns, according to the true Intent and Meaning of the above recited Security ſo made to him as aforeſaid; **And** from and after full Payment thereof, and ſubject thereunto, then **In Truſt** for the better ſecuring Payment of the ſaid Sum of 3653 *l.* out of all Monies now due and to grow due for the ſame, unto the ſaid *M. A.* her, *&c.* by Virtue of the above mentioned Security ſo made to her as aforeſaid; **And** from and after Payment of the ſame, and alſo ſubject thereunto, then **In Truſt** for the ſaid *J. M.* his Executors, Adminiſtrators and Aſſigns; **Subject nevertheleſs** to the before mentioned Proviſo contained in the ſaid recited Indenture, bearing even Date herewith, for Redemption of the ſaid Meſſuage or Tenement and Premiſſes on Payment of the ſaid Principal Sum of 2000 *l.* and Intereſt, unto the ſaid *C. C.* his Executors, Adminiſtrators and Aſſigns; **And** the ſaid *M. A.* for herſelf, her Executors and Adminiſtrators, doth hereby covenant and agree, to and with the ſaid *C. C.* his Executors, Adminiſtrators and Aſſigns, in Manner, *&c.* that ſhe the ſaid *M. A.* her, *&c.* ſhall and will, at her and their Coſts and Charges, during the Continuance of the Security hereby

In Conſideration of 2000 *l.*

S. B. (by the Conſent of *E. P.* and *M. A.*) and the ſaid *M. A.* aſſigned Premiſſes to *C. C.*

Proviſo of Redemption.

As to a previous Agreement to aſſign the Policies in a Schedule annexed.

Conſideration.

Aſſignment.

Upon Truſts,

Firſt, For better ſecuring the 2000 *l.* and Intereſt, to *C. C.*

and after Payment thereof,

Secondly, For better ſecuring the 3653 *l.* to *M. A.*

and after Payment thereof,

Thirdly, For *J. M.*

Subject to the Proviſo in the Mortgage of even Date.

Covenant that *M. A.* ſhall renew the Policies on expiring,

hereby made, before or immediately upon the Expiration of all, any or either of the hereby aſſigned Policies of Inſurance in the ſaid Schedule hereunder written mentioned, renew the ſaid Policies, and every of them, or procure other Policies of Inſurance for the ſame Sum of Money, either in the ſaid *Weſtminſter* Office, or in ſome other good and publick Office for inſuring as to Fire, for ſome further Term or Terms of Years, and ſo from Time to Time, renew or procure ſuch Policies, in ſuch Manner as the ſaid Meſſuages or Tenements and Premiſſes, may be always kept inſured from Loſs by Fire, during the Continuance of the ſaid herein before ſeveral recited Securities; **And alſo** that all and every ſuch Policies ſo taken out, ſhall from Time to Time be aſſigned unto the ſaid *C. C.* his Executors, Adminiſtrators and Aſſigns, with full Power to ſue for, recover, have, take and receive the ſeveral Sums of Money thereby inſured, and all Benefit and Advantage thereof: **Nevertheleſs upon the ſeveral Truſts,** and ſubject in Manner as aforeſaid, (according to the true Intent and Meaning of theſe Preſents,) **And** ſhall cauſe all ſuch renewed Policies to be entred in ſuch Inſurance Office or Offices within 21 Days next after the ſame ſhall be obtained and taken out, according to the Cuſtom and Conſtitution of ſuch Office or Offices; **And** for the Conſiderations aforeſaid, ſhe the ſaid *M. A.* hath and by theſe Preſents doth conſtitute and appoint the ſaid *C. C.* his Executors and Aſſigns, her true and lawful Attorney irrevocable, either in her or their own Names, or in the Name of her the ſaid *M. A.* her Executors and Adminiſtrators, to aſk, levy, ſue for, recover and receive all and ſingular the ſaid ſeveral Sums of Money in the ſaid ſeveral hereby aſſigned Policies of Inſurance mentioned, and all other Benefit and Advantage whatſoever to ariſe or be had or made of every, either or any of them: **Nevertheleſs upon the ſeveral Truſts,** and ſubject in Manner as aforeſaid. **In Witneſs,** &c.

which ſhall from Time to Time be aſſigned to *C. C.* upon the Truſts aforeſaid; and that the renewed Policies ſhall be duly entered in the Office; Letter of Attorney to recover Inſurance Money upon the ſaid Truſts.

An Aſſignment of a Policy of Inſurance of a Ship, in Purſuance of an Award.

Recital of the Policy.

To all, &c. *I. B. &c.* Executor of the laſt Will and Teſtament of *J. B.* late of, *&c.* ſends Greeting. **Whereas** the ſaid *J. B.* by certain Writing or Policy of Inſurance, bearing Date, *&c.* hath made Inſurance upon the Ship *G. J. B.* Maſter, for her Voyage from *A.* to *L.* as thereby, Relation, *&c.* which ſaid Policy of Inſurance was ſo made, and in the Name of the ſaid *J. B.* but for the proper Account of *J. J. &c.* **And whereas** the ſaid Ship was loſt in the ſaid Voyage: **Now theſe Preſents witneſs,** that the ſaid *L. B.* in Purſuance of a certain Writing of Award indented, bearing Date, *&c.* made and given up by, *&c.* under the Hands and Seals of *T. J.* and *S. H.* and in Conſideration of 12 *d.* of, *&c.* to him in Hand, *&c.* by the ſaid *T. J.* truly paid, the Receipt, *&c.* **He** the ſaid *L. B.* Executor as aforeſaid, **Hath** aſſigned, transferred and ſet over, and by, *&c.* **Doth,** *&c.* unto the ſaid *T. J.* the ſaid recited Writing or Policy of Inſurance, and all Sum and Sums of Money therein and thereby aſſured, and which is now remaining due and payable thereupon, and all his Right, Title, Intereſt, Truſt, Claim and Demand, of, in and to the ſame; **To have,** hold and receive the ſame, unto the ſaid *T. J.* his, *&c.* to his and their own proper Uſe and Uſes; **And** for the better Recovery, *&c.* (*Letter of Attorney*) **In Witneſs,** &c.

The Ship loſt.

The Aſſignor in Purſuance of an Award.

XXXVIII. Of a Premium.

By an Executrix of an Executrix of P. M. *and Adminiſtratrix of Goods unadminiſtred of* P. M. *deceaſed, in Truſt for the Benefit of the Parties intitled to Shares.*

This Indenture made, *&c.* **Between** *M. R.* of, *&c.* Widow, (Executrix of the laſt Will and Teſtament of *S. D.* Widow, deceaſed, who was the Executrix of the laſt Will and Teſtament of *J. H.* Spinſter, deceaſed, who was the Executrix of the laſt Will and Teſtament of *P. M.* Widow, deceaſed, alſo the Adminiſtratrix of the Goods and Chattels of *R. M.* late of *London*, Gent. deceaſed, unadminiſtred as well by the ſaid *P.* as the ſaid *J. H.* and *S. D.* which ſaid *S.* and *J.* had alſo reſpectively taken out proper Letters of Adminiſtration to the ſaid *R. M.*) and *J. R.* of, *&c.* Gent. of the one Part, and *W. W.* of, *&c.* and *W. C.* of, *&c.* of the other Part. **Whereas** the ſaid *R. M.* was the Inventor and Propoſer of a Way and Method of ſatifying a certain Debt of 1200000 *l.* due and owing from his late Majeſty King *Charles* the Second, commonly called and known by the Name of the *Bankers Debt:* **And whereas** ſeveral Perſons concerned and intereſted in the ſaid Debt, did ſubſcribe and execute a certain *Deed Poll*, bearing Date on or about the 15th Day of *July* 1698. in and by which ſaid Deed Poll, the ſeveral Subſcribers thereunto did authoriſe and depute the ſaid *R. M.* to peruſe and proſecute the ſaid Method propoſed, and to enter into ſuch Treaties, and make

Recital, *&c.* Of Propoſal for paying a Debt due from the Crown. *R. M.* deputed to carry on the Scheme.

ſuch

ſuch Agreement with his then Majeſty King *William* the Third, or with ſuch Perſon or Perſons as he ſhould appoint, for the Satisfaction and Payment of ſuch Debt, and of what was due reſpectively to the ſaid ſeveral Subſcribers, either in the whole or in Part, as fully and effectually, as they themſelves might or could do; **And** the ſaid Subſcribers, in Conſideration of the great Pains and Expence the ſaid *R. M.* had been at, and would be put to in carrying on the ſaid Affair, did thereby (*inter alia*) covenant to pay the ſaid *R. M.* his Executors, Adminiſtrators or Aſſigns, 10 *l.* or after the Rate of 10 *l. per Cent.* and after that Rate for any leſs Sum than 100 *l.* for what they the ſaid Subſcribers, their Executors, Adminiſtrators and Aſſigns, ſhall receive of their reſpective Shares of the ſaid Debt of 1200000 *l.* in Money, Tallies, Bills, Orders, or otherwiſe howſoever: **And whereas** the ſaid *R. M.* did afterwards obtain ſeveral Acts of Parliament, in Purſuance of, and for the Accompliſhment of the ſaid Method propoſed: **And whereas** divers of the Subſcribers to the ſaid Deed Poll, and their Repreſentatives, have paid or cauſed to be paid ſeveral Sums of Money, in Part or on Account of the Proportions from them due and payable of the ſaid Premium of 10 *l.* or after the Rate of 10 *l. per Cent.* according to the Intent and Meaning of the ſaid Deed Poll, amounting in the whole to the Sum of 1446 *l.* 2 *s.* 2 *d.* or thereabouts, and there are ſtill remaining due and owing and unpaid, by and from ſeveral of the Subſcribers to the ſaid Deed Poll, or their Repreſentatives, conſiderable Sums of Money which they are obliged to pay by the ſeveral Covenants and Agreements therein expreſſed and mentioned: **And whereas** by Indenture *Sextipartite*, bearing Date, *&c.* and made between the ſaid *J. H.* of, *&c.* Spinſter, (Executrix of the laſt Will and Teſtament of *P. M.* the late Widow and Adminiſtratrix of *R. M.* of *London*, Gent. deceaſed, and alſo Adminiſtratrix of the Goods and Chattels of the ſaid *R. M.* unadminiſtred by the ſaid *P. M.*) of the firſt Part, *W. H.* of, *&c.* (Executor of *J. H.* of, *&c.* deceaſed,) and *C. L.* of, *&c.* of the ſecond Part, the ſaid *J. R.* (by the Name of *J. R.* of, *&c.*) *J. B.* of, *&c.* and *A. A.* of, *&c.* of the third Part, *W. M.* of, *&c.* and *G.* his Wife, formerly *G. W.* and *R. W.* of, *&c.* Spinſter, (which ſaid *G.* and *R.* were Adminiſtrators of the Goods and Chattels, Rights and Credits of *J. W.* late of, *&c.* deceaſed) of the fourth Part, *T. C.* of, *&c.* Ironmonger, of the fifth Part, and *A. C.* of, *&c.* *J. N.* of, *&c.* and *D. S.* of, *&c.* Gent. of the ſixth Part; Reciting (*inter alia*) divers Tranſactions of and concerning the ſaid Premiums and other the Premiſſes; Reciting alſo many Deeds and Writings relating thereunto, in and by which Deeds and Writings it appears, that the Title and Intereſt of the ſaid *R. M.* to the ſaid Premiums, had in ſome Part been ſold and diſpoſed of, or otherwiſe engaged, made ſubject to or incumbred with divers Sums of Money from Time to Time, to be paid to divers Perſons therein deſcribed and mentioned; and that the whole Intereſt, Right and Title of the ſaid Premiums, and to every Part thereof, was then come to and veſted in the ſaid *J. H. W. H. J. R. J. B. A. A. W. M.* and *G.* his Wife, *R. W.* and *T. C.* in the Manner and Proportions which herein after are particularly ſet forth; **And whereas** to prevent any Suits and Controverſies that probably might ariſe, and to end all Differences that had been or were then depending between them, and to the Intent that the Part or Share of each of the ſaid Parties to the ſaid Indenture *Sextipartite*, who was from thence to ſhare and have any Intereſt in the ſaid Deed Poll and Premiums, Sum or Sums of Money due and payable, or which ſhould become due and payable thereby, or for or on Account of any Matter, Clauſe or Thing therein contained, ſhould be aſcertained, known and fixt; *It was agreed* by and between all the ſaid Parties to the ſaid Indenture *Sextipartite*, that all and every the Sum and Sums of Money due, for or on Account of the Premiums aforeſaid, from Time to Time as they ſhould be got in, ſhould after certain Sums therein mentioned (being firſt paid and ſatisfied) be divided and paid to and amongſt the ſaid *J. H. J. R. W. H. C. L.* and *T. C.* in the Proportions following, *viz.* 7 *s.* 6 *d.* of every 20 *s.* to the ſaid *J. R.* for and in Lieu of his Intereſt of the ſaid Premiums, 5 *s.* and 3 *d.* ½ of every 20 *s.* to the ſaid *J. H.* for and in Lieu of her Intereſt in the Premiums aforeſaid, 3 *s.* and 5 *d.* ¾ of every 20 *s.* to the ſaid *W. H.* for and in Lieu of his Intereſt in the ſaid Premiums, 2 *s.* 2 *d.* ¾ of every 20 *s.* to the ſaid *C. L.* and the remaining 1 *s.* and 6 *d.* of every 20 *s.* to the ſaid *T. C.* for his Intereſt in the ſaid Premiums, and ſo in Proportion to each of them the ſaid *J. R. J. H. W. H. C. L.* and *T. C.* a like Diviſion ſhould be made of every Sum leſs than 20 *s.* which ſhould be received out of or on Account of the Premiums aforeſaid: **And whereas** ſince the Date and Time of executing of the ſaid Indenture *Sextipartite*, the ſaid *W. W.* and *W. C.* have at their joint Expence, and with their own proper Money bought in and purchaſed as well the ſeveral Shares of the ſaid *W. H. C. L.* and *T. C.* as alſo all and every other Sum or Sums of Money due to them the ſaid *W. H. C. L.* and *T. C.* from any other of the ſaid Proprietors or Partners in the ſaid Premiums, and by the ſaid Indenture *Sextipartite*, or by any other Writing charged upon their reſpective Shares of the ſame: **And whereas** the ſaid Shares and Intereſt of the ſaid *W. H. C. L.* and *T. C.* were

Creditors Agreement to pay him a Premium of 10 *l. per Cent.*

Acts obtained.

Several of the Creditors have paid ſeveral Sums as Premiums, but ſeveral conſiderable Sums are behind.

Of a Deed,

whereby it appeared that *R. M.*'s Title to the Premiums was incumbered, and that the Title was veſted in *J. H. W. H. J. R. J. B. A. A. W. M.* and *G.* his Wife, *R. W.* and *T. C.* in Proportions.

Agreement as to dividing and paying the Money.

Purchaſe of the Shares by *W. W.* and *W. C.*

Whoſe Shares and Intereſt

were brought in the Name of *M. R.* for *W. W.*

were bought in the Name of the ſaid *M. R.* but in Truſt only and for the Benefit of the ſaid *W. W.* and *W. C.* their Executors, Adminiſtrators and Aſſigns: **And whereas** for the preventing all Diſputes, Controverſies or Diſagreements that may at any Time hereafter ariſe and happen between the ſaid Parties hereunto concerning their Shares, Intereſt and Proportions of the ſaid Premiums, and the Diviſion of the Money to be had, got in an received, for or upon Account thereof; and that the ſame may for the future be fully and clearly eſtabliſhed and known, and a juſt and perfect Method fixed and ſettled for all further Proceedings, that relate or any way concern the ſame; **The** ſaid Parties to theſe Preſents **Do** hereby mutually covenant, declare and agree, to and with each other touching the Premiſſes, in Manner following; (that is to ſay) That the ſaid Premiums, and all and every the Sum and Sums of Money due and unpaid, for or on Account thereof, that ſhall be got in, ſhall after Payment of the Sum of 21 *l.* to the ſaid *J. R.* be paid to and divided amongſt them the ſaid *M. R. J. R. W. W.* and *W. C.* in the Proportions following; (that is to ſay) 5*s.* and 3*d.* ½ of every 20*s.* to the ſaid *M. R.* for and in Lieu of her Share and Intereſt in the ſaid Premiums, 7*s.* 6*d.* of every 20*s.* to the ſaid *J. R.* for and in Lieu of his Share and Intereſt in the ſaid Premiums, and the Remaining 7*s.* and 2*d.* ½ the Shares and Proportions of the ſaid *W. H. C. L.* and *T. C.* lately bought in and purchaſed as aforeſaid, out of every 20*s.* to the ſaid *W. W.* and *W. C.* for and in Lieu of their Share and Intereſt in the Premiums aforeſaid, and ſo in Proportion to each of them the ſaid *M. R. J. R.* and *W. W.* and *W. C.* a like Diviſion ſhall be made of every Sum leſs than 20*s.* that ſhall be received out of or on Account of the ſaid Premiums: **Now** for the ſettling a juſt and proper Method in all future Proceedings concerning the getting in ſuch Sum and Sums of Money as remain due and unpaid of the ſaid Premiums covenanted to be paid by the Subſcribers to the ſaid Deed Poll, and for the better carrying on and proſecuting ſuch Suit or Suits, and the doing ſuch other Acts, Matters and Things, as may be adviſed and thought proper for Obtaining and Recovery, and after ſuch Recovery, for the Diviſion or Diſpoſal of the ſame; **This Indenture witneſſeth**, that as well for the Conſideration of 10*s.* a-piece of, *&c.* to them the ſaid *M. R.* and *J. R.* in Hand paid by the ſaid *W. W.* and *W. C.* at, *&c.* the reſpective Receipts whereof are hereby acknowledged, and for divers, *&c.* they the ſaid *M. R.* and *J. R.* **Have**, and each of them **Hath** granted, bargained, ſold, aſſigned, transferred and ſet over, and by theſe Preſents **Do**, and each of them **Doth** grant, *&c.* unto the ſaid *W. W.* and *W. C.* their Executors, Adminiſtrators and Aſſigns, **The** ſaid recited Deed Poll, and all and every the Premiums, Sum and Sums of Money whatſoever due and payable, or which ſhall become due and payable thereby, or by virue thereof, or for or on Account of any Matter, Clauſe or Thing therein contained, and alſo all the Eſtate, *&c.* of them the ſaid *M. R.* and *J. R.* reſpectively, of, in, to or out of the hereby aſſigned or intended to be aſſigned Premiſſes, every or any Part thereof; **To have, hold,** receive, take and enjoy the aforeſaid Premiums, Sum and Sums of Money, and all and ſingular other the Premiſſes before hereby granted, *&c.* with their and every of their Appurtenances, unto the ſaid *W. W.* and *W. C.* their, *&c.* **Upon Truſt nevertheleſs** to and for the ſeveral Uſes, Intents and Purpoſes herein after mentioned, (that is to ſay) **Upon Truſt** that they the ſaid *W. W.* and *W. C.* and the Survivor of them, his, *&c.* ſhall and do with all convenient Speed recover, receive and get in the ſaid Premiums, Sum and Sums of Money hereby aſſigned, and every Part and Parcel thereof, and out of the Monies which ſhall be received thereby, in the firſt Place pay and ſatisfy all ſuch Coſts, Charges and Expences, as they, or either of them, ſhall ſuſtain or be put unto in Execution of the Truſt hereby in them repoſed; **And** from and after Payment of all ſuch Coſts and Expences, **Then upon further Truſt** and Confidence that they the ſaid *W. W.* and *W. C.* and the Survivor of them, his Executors and Adminiſtrators, do and ſhall pay and diſtribute the Remainder of the Monies ariſing by and out of the Premiums and Premiſſes aforeſaid, as the ſame from Time to Time be received and got in after Payment of the Coſts and Charges to themſelves as aforeſaid, and the ſaid Sum of 21 *l.* to the ſaid *J. R.* to and amongſt them the ſaid *M. R. J. R. W. W.* and *W. C.* in the Proportions herein before agreed and herein after mentioned, *viz. &c.* and ſo in Proportion for every leſſer Sum than 20*s.* and to and for no other Uſe, Intent or Purpoſe whatſoever: **And** for the further and better enabling them the ſaid *W. W.* and *W. C.* to recover and get in the ſaid Premiums and Premiſſes hereby aſſigned, or intended ſo to be, and every Part thereof, they the ſaid *M. R.* and *J. R. Have*, and each of them hath made, *&c.* and by, *&c.* the ſaid *W. W.* and *W. C.* and the Survivor of them, their and each of their true and lawful and irrevocable Attorney and Attornies for them, and each of them, and in their and each of their Names, or in the Names of them the ſaid *W. W.* and *W. C.* and the Survivor of them, to aſk, *&c.* of and from all and every Perſon and Perſons who of Right ought to pay the ſame, all and every or any the Premiums, Sum or Sums of Money and Premiſſes hereby aſſigned, or intended ſo to be,

Agreement as to a Diviſion of the Premiums.

Conſideration.

Aſſignment.

Habendum.

Upon Truſt

to recover the ſame,

pay Charges,

afterwards to diſtribute the Money.

Letter of Attorney.

and

and upon Receipt thereof, or of any Part thereof, Acquittances or other Discharges for them the said *M.R.* and *J.R.* or in the Name or Names of them the said *W.W.* and *W.C.* alone, or in their Names and the Name of the said *M.R.* and *J.R.* to make and give for the same; and upon Default of the Payment thereof, or of any Part thereof, to commence any Action, *&c.* **And this Indenture further witnesseth,** That in Consideration of the Premisses, and in further Execution of the Intention and Agreement of the said *M.R. W.W.* and *W.C.* **She** the said *M.R.* hereby for herself, her, *&c.* doth covenant and agree to and with the said *W.W.* and *W.C.* their, *&c.* that they, some or one of them, shall and may receive, take, retain or with-hold the Sum of 2*s.* 3*d.* ½ out of every 5*s.* 3*d.* ½ which shall become due and payable to her the said *M.R.* by virtue of these Presents, until they the said *W.W.* and *W.C.* shall be reimbursed, paid and satisfied by Receipt of such Sums of 2*s.* 3*d.* ½ out of every 20*s.* the Sum of 316*l.* 15*s.* 2*d.* to their own Use and Benefit, in Satisfaction of the like Sum of 316*l.* 15*s.* 2*d.* charged upon the Share and Proportion of the said *J.H.* and made payable in the said Indenture *Sextipartite* to the said *W.H.* and *C.L.* whose Estate and Interest in the Premiums and Premisses the said *W.W.* and *W.C.* have purchased in, and are thereunto intitled as aforesaid: **And this Indenture further witnesseth,** that the said *M.R.* and *W.R.* and *W.W.* in farther Execution of the said recited Agreement, do hereby for themselves, their, *&c.* covenant and agree to and with the said *J.R.* his, *&c.* and the said *M.R.* doth hereby also direct and appoint that they the said *W.W.* and *W.C.* shall and may, out of the first Money which shall become due and be received after the Deduction of the Costs and Charges in recovering the same, pay or cause to be paid to the said *J.R.* his, *&c.* the Sum of 21*l.* before agreed to be paid: **And** the said *W.W.* and *W.C.* do for themselves, their, *&c.* covenant, *&c.* by, *&c.* that after Payment of the said Sum of 316*l.* 15*s.* 2*d.* to the said *W.W.* and *W.C.* by and out of the 2*s.* 3*d.* ½ in the Pound, to be by them received as aforesaid, then the said *W.W.* and *W.C.* and the Survivor, shall and will pay the said 2*s.* 3*d.* ½ in the Pound (to be for the future received) unto the said *M.R.* her, *&c.* **And** it is hereby provided and agreed by all the Parties hereunto, that the said *W.W.* and *W.C.* and the Survivor of them, their, *&c.* shall not be answerable for any greater or other Sum of Money than he or they shall actually receive, and not the one for the other, or for the Acts of the other, but each for his own Act, Deed or Receipt only. **And lastly,** to the End and Purpose that the said Trust herein or hereby reposed in them the said *W.W.* and *W.C.* and the Survivor of them, may be better put in Execution, and the Proceedings therein may plainly appear, to prevent and avoid all Differences which may otherwise arise by delaying to make up the Accounts of the said Trust, **It is hereby declared** and intended, that at the End of every three Months, or oftner, if desired by the Parties interested in the Premisses, by virtue of these Presents, or either of them, an Account shall be made up, stated and settled, that each Party from Time to Time may have and receive his, her or their respective Share or Shares and Parts, if any there be, upon every such Account, according to the true Intent and Meaning of these Presents. **In Witness,** &c.

Covenants that the Assignees may reimburse themselves of the Money due on their purchased Shares.

M.R. W.W. and *W.C.* covenant to pay *J.R.*

W.W. and *W.C.* covenant to pay *M.R.*

The Trustees not to be answerable for more than they receive, nor for each other.

When they are to account.

XXXIX. Of a Presentation.

An Assignment of the next Presentation to a Benefice, for the Security of Money due upon a Bond.

To all, &c. *J.R.* of, *&c.* sends Greeting. **Whereas** *S.L.* of, *&c.* the true and undoubted Patron of the Rectory of *W.* and Diocese of *R.* by Writing under his Hand and Seal dated the, *&c.* *Hath* given, granted and assigned unto *G.R.* of, *&c.* *The* next Presentation, Advowson, Patronage of the said Rectory of *W.* for one Turn only, so soon and when the same shall happen next to become legally void, *With Power* therein to nominate and present such good and sufficient Clerk as he shall think fit to choose, to be approved, by the Ordinary for the Supply of the said Avoidance, when the same shall happen, *Which* said *G.R.* by Writing or Indorsement on the said recited Grant, under his Hand and Seal dated the *&c.* hath declared the said Grant to be in Trust for the said *J.R.* and hath assigned the same and next Presentation, Advowson or Patronage of the said Rectory of *W.* thereby granted unto the said *J.R.* to his own Use, as by the said recited Grant and Indorsement thereon, Relation, *&c.* **Now these Presents witness,** that for better Security of Payment of the Sum of —— *l.* and Interest due and owing by the said *J.R.* to *B.R.* *&c.* by Obligation under his Hand and Seal, dated, *&c.* and of —— *l.* more with Interest, due and owing by the said *J.R.* to the said *B.R.* by one other Bond under his Hand and Seal, bearing Date with these Presents, and for other, *&c.* **He** the said *J.R.* **Doth** hereby grant, assign and transfer unto the said *B.R.* his, *&c.* to his and their own Uses, **The** said recited Gift or Grant,

S.L. the Patron has granted the next Presentation to *G.R.*

who has declared the same to be in Trust for *J.R.* and assigned the same to him.

Consideration.

Assignment.

Grant, and next Presentation, Advowson or Patronage of the Rectory of *W.* aforesaid thereby granted, and all his Right, Benefit, Claim and Demand in and to the same, free of all former Grants, Assignments, Charges and Incumbrances by him done. **Provided always nevertheless,** that if the said *J.R.* his, *&c.* do truly pay, *&c.* unto the said *B.R.* his, *&c.* the said Sums of —— *l.* and —— *l.* on the, *&c.* with all Interest due and then to be due for the same, according to the true Meaning of the said Bonds, these Presents shall be void and of none Effect: **And** the said *J.R.* doth hereby covenant and agree with the said *B.R.* his, *&c.* in case the said several Sums and Interest be not paid as aforesaid, that then he and they may dispose of the said Presentation, Advowson or Patronage, and out of the Monies thereby arising, pay and reimburse him and themselves the said Monies and Interest due and owing as aforesaid, paying the said *J.R.* the Overplus, (if any be) which the said *J.R.* in such Case doth impower him and them to do accordingly; **And** that he the said *J.R.* will do any further Act to confirm the same as shall be reasonably advised and required. **In Witness,** &c.

Proviso that if the Assignor pays the Assignee, this Assignment to be void: But if the Money be not paid, the Assignee may dispose of the Presentation, and reimburse himself. Further Act.

XL. Of Prisoners.

An Assignment of Prisoners and Writs, whereby Prisoners are charged in Custody, by the late Sheriff to the present Sheriff.

This Indenture, made, *&c.* **Between** *A. B.* Esq; late Sheriff of the County of *Y.* of the one Part, and *C. D.* Esq; now Sheriff of the said County, of the other Part, **witnesseth,** that the said *A.B.* by virtue of his Majesty's Writ of Discharge of his late Office to him directed, **hath** delivered and set over unto the said *C.D.* **these** Writs following, that is to say, A *Capias* against *L.M.* returnable in eight Days of St. *Hilary*, at the Suit of *N.O. &c.* **Together with** the Bodies of *E.F.* in Execution, at the Suit of *J.H.* for a Debt of 100*l.* and *G.R.* at the Suit of *R.S.* in Execution for 40*l.* and *W.P.* in Execution, as well at the Suit of *S.J.* for a Debt of 10*l.* as also at the Suit of *T.W.* for a Debt of 30*l. &c.* **In Witness,** &c.

XLI. Of Prizes taken at Sea.

Assignment of Shares in Prizes taken by a Privateer, with a Covenant from the Assignee to pay the Assignor the Overplus above the Consideration Money.

Know, &c. That I *A.B.* of, *&c.* Mariner, late Master of the Privateer Man of War, called —— whereof *C.D.* was Commander, in Consideration of —— *l.* of, *&c.* to me in Hand, *&c.* by *D.E.* of, *&c.* the Receipt, *&c.* and thereof, *&c.* **Have** assigned, transferred and set over, and **Do** hereby assign, *&c.* unto the said *D.E.* **All** such Sum and Sums of Money as are due, owing, payable or belonging unto me for my nine Shares; and likewise for —— Shares more due and belonging to my Son and Servant *F.E.* who sailed in the said Ship, of, in, to and out of two several Ships, with the Appurtenances, and their Lading and Cargoes, one called the —— and the other the —— both of them being taken by the said Privateer called the —— the said *C.D.* Commander, and are since condemned as lawful Prizes; and all my Right of Action, Claim, Interest and Demand of, in and to the said Shares in the said Prizes; **To have,** hold and receive the same unto the said *D.E.* his, *&c.* to his and their own Use and Uses: **And** to the Intent he may be better enabled to receive the said Premisses, I do hereby make, *&c.* the said *D.E.* his, *&c.* to be my, *&c.* Attorney irrevocable, to demand, *&c.* the said hereby assigned Premisses from the said *C.D.* and all other Persons whom it doth or shall concern, and to all Persons concerned therein to account concerning the same, and upon Receipt, *&c.* **And** I do hereby authorise, *&c.* to use, *&c.* all Ways, *&c.* for Recovery, as fully, *&c.* and do ratify, *&c.* **And** I do further covenant to and with the said *D.E.* his, *&c.* that upon his or their Request I will do all or any such further Act, Deeds and Things, for the better enabling him and them to recover and receive the aforesaid —— Shares in the said Prizes, and all Monies due and to be due for the same herein before assigned, as shall be reasonably advised: **And it is hereby declared** by the said Parties, and the said *D.E.* doth hereby covenant and agree to and with the said *A.B.* his, *&c.* that if the Monies to be received by the said —— Shares in the said Prizes before assigned shall amount to more than the said —— *l.* after all Charges deducted for Recovery thereof, he the said *D.E.* shall and will be accountable for and pay the same unto the said *A.B.* his, *&c.* any Thing aforesaid to the contrary notwithstanding. **In Witness,** &c.

XLII. Of Purchases.

Assignment of the Benefit of purchased Articles.

THIS Indenture made, &c. Between *W. R.* of, &c. of the one Part, and *T. L.* of, &c. of the other Part. Whereas in Articles of Agreement bearing Date the Day next before the Day of the Date of these Presents, and made between the said *W. R.* of the one Part, and *J. F.* of, &c. and *K. F.* of, &c. Widow, (Mother of the said *J. F.*) of the other Part, and in and by an Indorsement written on the same, several Covenants and Agreements, Matters and Things, are contained touching the Valuation of and paying for several Trees therein mentioned to be valued and paid for, as therein is mentioned, and for the true Performance of such Covenants and Agreements contained in the said Articles, which on the Part and Behalf of the said *W. R.* his, &c. ought to be performed, *He* the said *W. R.* hath obliged himself, his Heirs, &c. unto the said *J. F.* and *K. F.* their, &c. in the penal Sum of 1200 *l.* and for the true Performance of such of the Covenants and Agreements contained in the said Articles, which on the Part and Behalf and Parts and Behalfs of the said *J. F.* and *K. F.* their, &c. ought to be performed, the said *J. F.* hath obliged himself, his, &c. and the said *K. F.* hath obliged herself, her, &c. unto the said *W. R.* in the penal Sum of 1200 *l.* Now this Indenture witnesseth, That the said *W. R.* doth hereby acknowledge and declare, that at the Time of his Executing of the said Articles it was intended that the said *T. L.* his, &c. should have all the Advantage that might arise thereby, and therefore he the said *W. R.* in Consideration of the Sum of 5 *s.* of, &c. the Receipt, &c. Hath, as far as in him lies, bargained, sold, assigned and set over, and by these Presents Doth (as far as in him lies) bargain, &. unto the said *T. L.* his Heirs, Executors and Administrators, to and for his and their own Use and Benefit, All such Benefit, Profit and Advantage which he the said *W. R.* his Heirs, Executors or Administrators, can or may have or claim by Reason or Means of the said Articles and Indorsement, or any Covenants, Agreements, Matters or Things therein contained: And for the better enabling him the said *T. L.* his Heirs, Executors and Administrators, to receive and take the Benefit, Profit and Advantage hereby assigned, or mentioned or intended to be assigned, he the said *W. R.* doth hereby constitute, &c. to commence any Action or Actions, Suit or Suits, to compel the Performance of all or any Covenants, Agreements, Matters or Things contained in the said Articles or Indorsement, which on the Part and Behalf, Parts and Behalfs of the said *J. F.* and *K. F.* or either of them, their or either of their Heirs, Executors or Administrators, ought to be performed. And this Indenture further witnesseth, that in Consideration of the Assignment thereby made, and of the Powers hereby given to the said *T. L.* his, &c. he the said *T. L.* for himself, &c. doth covenant, &c. with the said *W. R.* that he the said *T. L.* his, &c. shall and will from Time, &c. save, defend and keep harmless and indemnified the said *W. R.* his, &c. and his and their Lands, &c. of, from and against all such Costs, Charges, Damages and Expences, which he the said *W. R.* his, &c. or his, their or any of their Lands, &c. shall or may bear, sustain or be put unto for or by Reason or Means of his the said *W. R.*'s Executing the said Articles and Signing the said Indorsement, or for or by Reason or Means of any Covenant, Agreement, Matter or Thing therein contained, or for or by Reason or Means of any Action or Actions, Suit or Suits to be commenced or prosecuted by virtue of any Power or Authority thereby given or granted by the said *W. R.* In Witness, &c.

Articles whereby a Person, reported the best Bidder by a Master, relinquishes and assigns his Interest to another Person, with proper Covenants, &c.

Articles, &c. Between *W. M.* of, &c. of the one Part, and *J. L.* of, &c. of the other Part.

WHereas *J. B.* Esq; (one of the Masters of the High Court of Chancery) by his Report dated, &c. did thereby certify, that in Pursuance of an Order dated, &c. made on the Hearing of a certain Cause in the said Court then and there now depending, wherein *E. C.* Widow, an Infant and Executrix of Sir *J. C.* Bart. deceased, by *J. M.* Gent. her next Friend, and the said *J. M.* are Plaintiffs, and *E. A.* and *E.* his Wife, (late *E. C.* Spinster) and others therein named, are Defendants, and of a subsequent Order of Revivor made in the said Cause, dated, &c. the Manor of *E.* &c. in the said Order on Hearing mentioned, late the Estate of the said Sir *J. C.* deceased, had been proposed and set to Sale before him the

ſaid Maſter, purſuant to an Advertiſement for Sale of the ſaid Eſtates; and that *W. M.* of, *&c.* appeared before him the ſaid Maſter, and bid for the Purchaſe of the ſaid Eſtate the Sum of 8700*l.* having a good Title made to him thereof, free from all Incumbrances; and that no other Perſon having offered to give ſo much for the Purchaſe thereof, he the ſaid Maſter did thereby allow the ſaid *W. M.* the beſt Purchaſor of the ſaid Eſtate, for the ſaid Sum of —— as by the ſaid Orders and Report may appear: **Now theſe Preſents witneſs,** that the ſaid *W. M.* (for and in Conſideration of the Sum of 300*l.* to be to him paid by the ſaid *J. L.* in ſuch Manner as herein after is mentioned, and of the Covenants herein after contained, on the Part of the ſaid *J. L.* to be performed) **Doth** hereby (as much as in him lies) abſolutely relinquiſh, aſſign, transfer and ſet over unto the ſaid *J. L.* his Heirs and Aſſigns, to and for his and their own Uſe and Benefit, **All** the Right, Intereſt, Property, Benefit, Advantage, Claim and Demand whatſoever, either at Law or in Equity, which he the ſaid *W. M.* or any Perſon or Perſons in Truſt for him, can or may at any Time hereafter have or take by virtue of his Bidding for, or being reported by the ſaid Maſter the beſt Purchaſor of the Eſtate late of the ſaid Sir *J. C.* as aforeſaid, (in the ſaid Particular mentioned); **And** for the Conſiderations aforeſaid, he the ſaid *W. M.* **Hath,** and by theſe Preſents **Doth** conſtitute, authorize and appoint the ſaid *J. L.* his Heirs and Aſſigns, to ſtand in the Room, Name, Place and Stead of him the ſaid *W. M.* and to do, act, tranſact and perform all and every ſuch other and further legal Acts, Matters and Things whatſoever, either in the ſaid Court of Chancery, or before the ſaid Maſter, or elſewhere or otherwiſe, as ſhall be needful, neceſſary and requiſite for the Carrying on, Finiſhing and Compleating the Purchaſe of the Eſtate late of the ſaid Sir *J. C.* ſo bid for as aforeſaid, and in the ſaid Particular mentioned, and for having a good and ſufficient Conveyance made of the ſame unto and to the Uſe of the ſaid *J. L.* his Heirs and Aſſigns, as his or their Counſel ſhall reaſonably adviſe, and that as fully, effectually and abſolutely, and in as large, ample and beneficial Manner to all Intents and Purpoſes whatſoever, as he the ſaid *W. M.* or his Heirs, could or might have had or done the ſame, for his or their own Uſe and Benefit, if theſe Preſents had not been made. **And theſe Preſents further witneſs,** that he the ſaid *J. L.* (in Conſideration of ſuch Relinquiſhing and Aſſignment made to him by the ſaid *W. M.* of the Premiſſes as aforeſaid) **Doth** for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, covenant with the ſaid *W. M.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, in Manner as follows, *viz.* That he the ſaid *J. L.* ſhall and will from henceforth ſtand in the Place and Stead of him the ſaid *W. M.* as and for the beſt Bidder, for finiſhing the Purchaſe of the ſaid Eſtate late of him the ſaid Sir *J. C.* ſo intended to be purchaſed as aforeſaid: **And alſo** that he or they ſhall and will obey and perform all and every ſuch Orders and Reports as ſhall from henceforth be had and made in the ſaid Court of Chancery touching or concerning the Carrying on and Finiſhing ſuch Purchaſe; **And alſo** that he the ſaid *J. L.* his Heirs, Executors or Adminiſtrators, ſhall and will out of his and their own proper Monies pay and diſcharge all and all Manner of Coſts, Charges and Expences whatſoever, either in the ſaid Court of Chancery or elſewhere, as ſhall be neceſſary and expedient for the carrying on and compleat Finiſhing the Purchaſe of the ſaid Eſtate ſo by him intended to be made as aforeſaid; **And likewiſe,** that he the ſaid *J. L.* his Heirs or Aſſigns, on the Executing to him and them of a good and ſufficient Conveyance by the proper Perſons legally intitled to the ſaid Eſtate late of him the ſaid Sir *J. C.* ſo bid for as aforeſaid, and in the ſaid Particular mentioned, ſhall and will pay or cauſe to be paid the ſaid Sum of 8700*l.* Purchaſe Monies, to ſuch Perſon or Perſons ſo legally intitled to execute the ſame, or as by any Order or Decree of the ſaid Court of Chancery ſhall in that Behalf be ordered, directed or appointed: **And further likewiſe,** that he the ſaid *J. L.* his Heirs, Executors or Aſſigns, immediately after the Executing and compleat Finiſhing of ſuch good and ſufficient Conveyances to him or them of the ſaid Eſtate late of the ſaid Sir *J. C.* as aforeſaid, ſhall and will well and truly pay unto the ſaid *W. M.* his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of 300*l.* *&c.* **And laſtly,** that he the ſaid *J. L.* his Heirs, Executors or Adminiſtrators, ſhall and will from Time to Time, and at all Times hereafter, ſave, defend, keep harmleſs and indemnified the ſaid *W. M.* his Executors and Adminiſtrators, and his and their Real and Perſonal Eſtates, of, from and againſt all Actions, Suits, Coſts, Charges, Damages and Expences, that ſhall or may be brought, ariſe, fall or happen to him, them, or any of them, for or by Reaſon of his the ſaid *W. M.*'s bidding for the Purchaſe of the ſaid Eſtate, or for or on Account of his not proceeding in the finiſhing thereof, purſuant to his Bidding for the ſame as aforeſaid. **In Witneſs,** &c.

XLIII. Of Rents.

Aſſignment of a yearly Rent for Payment of 260 l. and Intereſt, with Directions for the Tenant to attorn and pay the Rent Half-yearly.

THIS Indenture made, &c. Between *A. H.* of, &c. of the one Part, and *J. E.* of, &c. of the other Part. Whereas by Indenture of Aſſignment bearing Date, &c. between the ſaid *A. H.* of the one Part, and *W. H.* of the other Part, (reciting as therein is recited) the ſaid *A. H.* (in Conſideration of the Sum of 260 *l.* to him paid by the ſaid *W. H.*) *Did* grant, ſell and aſſign unto the ſaid *W. H.* an Indenture of Leaſe therein recited, and a Piece of Ground, &c. thereby demiſed, with the Appurtenances, ſituate, &c. at and under the yearly Rent of 105 *l.* *To hold*, &c. for and during all the Reſidue of a Term of 38 Years, in and by the ſaid Indenture of Leaſe granted, (which commenced at, &c.) *Redeemable* on the ſaid *A. H.*'s Payment to the ſaid *W. H.* of the ſaid Sum of 200 *l.* and Intereſt, in Manner as in the ſaid Indenture of Aſſignment is mentioned: And whereas by Deed Poll bearing even Date with and executed immediately before theſe Preſents, and written upon the Back of the ſaid Indenture of Aſſignment, (therein reciting that the ſaid *A. H.* had ſome Time ſince paid to the ſaid *W. H.* the Sum of 100 *l* in Part of the ſaid Principal Sum of 200 *l.* ſo ſecured to him as aforeſaid, and that there then remained due to him only the Principal Sum of 100 *l.*) *It is by the ſaid Deed Poll witneſſed*, that in Conſideration of the ſaid Sum of 100 *l.* paid by the ſaid *J. E.* to the ſaid *W. H.* (in full Satisfaction and Diſcharge of all Principal and Intereſt Monies whatſoever ſecured to him by the ſaid recited Indenture of Aſſignment, and a Bond therein recited) and for 5 *s.* to the ſaid *A. H.* alſo paid by the ſaid *J. E.* *He* the ſaid *W. H.* (by the Direction of the ſaid *A. H.*) *Hath* bargained, ſold and aſſigned, *And he* the ſaid *A. H. Hath* ratified and confirmed unto the ſaid *J. E.* the ſaid recited Indenture of Leaſe, Piece of Ground, Meſſuage, and all and ſingular other the Premiſſes thereby demiſed, and by the ſaid Indenture of Aſſignment aſſigned unto the ſaid *W. H.* with the Appurtenances, together with the ſaid Indentures of Leaſe and Aſſignment; To hold, &c. for and during all the Reſidue of the ſaid Term of 38 Years and an Half, which is now to come, as by the ſaid Indenture of Aſſignment and Deed Poll, (Relation, &c.) And whereas the ſaid *J. E.* hath on the Day of the Date hereof actually lent and paid to the ſaid *A. H.* the Sum of 160 *l.* and previous to his the ſaid *J. E.*'s Payment of the ſaid Sum of 100 *l.* to the ſaid *W. H.* and his now lending the ſaid 160 *l.* to the ſaid *A. H.* (making together the Principal Sum 260 *l.*) *He* the ſaid *A. H.* for ſecuring Repayment thereof, together with Intereſt for the ſame after the Rate of 4 *l. per Cent. per Ann.* propoſed and agreed to aſſign unto the ſaid *J. E.* the ſaid yearly Rent of 105 *l.* ſo payable for the ſaid Meſſuage and Premiſſes, for and during and until ſuch Time only as the ſaid 260 *l.* and Intereſt, by Half-yearly Payments, ſhall be to him and them fully paid and ſatisfied, in ſuch Manner and ſubject as herein after is mentioned: Now this Indenture witneſſeth, that he the ſaid *A. H.* in Purſuance and Performance of his ſaid recited Agreement, and alſo in Conſideration of the ſaid Sum of 260 *l.* ſo lent and paid by the ſaid *J. E.* to, for and on his Account, in Manner as aforeſaid, the Payment and Receipt, &c. Hath bargained, ſold, aſſigned, transferred and ſet over, and by, &c. doth, &c. unto the ſaid *J. E.* The ſaid yearly Rent of 105 *l.* reſerved, iſſuing and payable to the ſaid *A. H.* by, out of and for the above aſſigned Meſſuage or Tenement and Premiſſes, ſituate, &c. and all other yearly Rents whatſoever iſſuing and payable for or in reſpect of the ſame, and all the Right, &c. To have, hold, receive, take and enjoy the ſaid yearly Rent of 105 *l.* and all and ſingular other the Premiſſes hereby aſſigned or mentioned, &c. unto the ſaid *J. E.* his Executors, Adminiſtrators and Aſſigns from henceforth, for and during and until ſuch Time only as he the ſaid *J. E.* his Executors, Adminiſtrators or Aſſigns, by equal Half-yearly Payments, ſhall be fully paid and ſatisfied the ſaid Sum of 260 *l.* and the Intereſt thereof, after the Rate aforeſaid, together with all Coſts and Charges touching the Receipt or Recovering thereof, and that in as full, &c. And the ſaid *A. H.* for the Conſiderations aforeſaid, doth hereby direct and appoint the preſent and all other future Tenants of the ſaid Meſſuage and Premiſſes, to attorn and become Tenants to the ſaid *J. E.* his Executors and Aſſigns, and to pay to him or them the clear yearly Rent of the ſaid Meſſuage and Premiſſes, by equal Half-yearly Payments, on the two Feaſt-Days following, *viz.* &c. for and during ſo long and until ſuch Time only as the ſaid Principal Sum of 260 *l.* and all Intereſt from henceforth, after the Rate of 4 *l. per Cent. per Ann.* together with all Charges touching the ſame, if any ſhall be, to him and them fully paid and ſatisfied; and that all and every the Receipts of the ſaid *J. E.* his Executors or Aſſigns, to the ſaid preſent or any future Tenant of the ſaid Premiſſes, for the ſaid hereby aſſigned yearly Rent, ſo to be by him and

them paid to the said *J. E.* his Executors or Assigns as aforesaid, shall be as good and sufficient Receipts and Discharges to him and them, as if the same had been actually signed and given by the said *A. H.* his Executors or Administrators. **Provided always,** and it is hereby agreed and declared, that from and after full Payment of the said 260*l.* Interest and Charges unto the said *J. E.* his Executors or Assigns, by and out of the said hereby assigned yearly Rent and Premisses in Manner as aforesaid, then and from thenceforth the Assignment hereby made, and every Covenant, Clause and Thing herein contained, shall be utterly void and of no Effect; and that then he the said *J. E.* his Executors or Assigns, shall deliver up to the said *A. H.* his Executors or Administrators, the said Indenture of Lease, Indenture of Assignment, and a Policy of Insurance by the said Deed Poll so assigned to him as aforesaid; any Thing herein contained to the contrary thereof notwithstanding.

XLIV. Of a Sailor's Ticket.

An Assignment of a Sailor's Ticket and (*a*) *Wages.*

Know, &c. That I *T. S. &c.* the lawful Attorney of *C. L. &c.* in Consideration of, *&c.* to me in Hand paid by *J. J.* of, *&c.* the Receipt, *&c.* **Do** hereby assign and set over unto the said *J. J.* his, *&c.* to his and their own Use and Uses, **a Ticket** signed by the Officers of his Majesty's Ship the *C.* numbered on the Ship's Book —— dated the, *&c.* for the Service of the said *C. L.* on board the said Ship from the —— Day of, *&c.* until the —— Day of, *&c.* last, with all Sum and Sums of Money thereupon due and payable: **And** I do hereby impower, authorize and appoint the said *J. J.* his, *&c.* to demand and receive all Sum and Sums of Money due and payable by and on Account of the said Ticket of and from the Treasurers of his Majesty's Navy, and all others whom it may concern, and upon Receipt thereof to give sufficient Discharges for the same: And I do hereby ratify whatsoever he and they shall legally do in and touching the Premisses. **In Witness,** &c.

XLV. Of Salaries.

An Assignment of a Salary.

Know, &c. That I *B. S. &c.* (*Describe the Place he is in*) for and in Consideration of, *&c.* **have** assigned, transferred and set over, and **Do** hereby, *&c.* unto the said *T. B.* his, *&c.* **the** Sum of ——— *l.* being two quarterly Payments for my Fee or daily Value of —— *s. per* Day, as one of the —— aforesaid, commencing from the, *&c.* and which will become due, *&c.* and all my Interest and Demand of, in and to the same; **To have,** hold and receive the same unto the said *T. B.* his, *&c.* to his and their own proper Use and Uses: **And** I the said *B. S.* for the better, *&c.* (*Letter of Attorney, and Covenants not to release, and to do any further Act.*) **In Witness,** &c.

An absolute Assignment of a Salary or Debt due from the Charitable Corporation.

Recital.

To all Persons to whom these Presents shall come, *B. S.* Gent. (one of the Attornies of his Majesty's Court of *C. P.* sendeth Greeting. **Whereas** the said *B. S.* in the Year 1721, by an Order of the then Committee of the Company called the *Charitable Corporation*, was appointed Attorney and Solicitor for the said Corporation, to prosecute and defend all their Actions and Suits both in Law and Equity; and the said Committee then agreed to allow the said *B. S.* a Salary of 50*l. per Ann.* for his Attendance or Trouble, and also all his Disbursements touching the same, to commence from *Christmas* 1721. **And whereas** (by virtue of the said Appointment and Agreement) on the Day of the Date hereof there is justly due and owing to him the said *B. S.* for his said Salary the Sum of 275*l.* or thereabouts; and for his Disbursements the Sum of 35*l.* or thereabouts (making together the Sum of 310*l.* **Now know ye, and these Presents witness,** that for and in Consideration of the Sum of ——— of, *&c.* to the said *B. S.* in Hand well and truly paid by *W. J.* of, *&c.* at, *&c.* the Receipt, *&c.* and for divers, *&c.* **He** the said *B. S.* **hath,** and by these Presents **doth** freely, clearly and absolutely bargain, transfer and set over unto and to

Considerations.

Assignment of

(*a*) See Assignments of Wages, *post.*

and

and for the Uſe and Benefit of the ſaid *W. J.* his Executors, Adminiſtrators and Aſſigns, **The** before mentioned Sum of 310 *l.* ſo now due to him the ſaid *B. S.* from the ſaid Company called *The Charitable Corporation*, for his Salary and Diſburſements as aforeſaid; and all and every Sum and Sums of Money, Allowance, Benefit, and other Advantages whatſoever, which are now due, owing, or any ways belonging to him the ſaid *B. S.* from the ſaid Company or Corporation, by Virtue of the ſaid Order or Agreement of their Committee, as aforeſaid, or otherwiſe howſoever; and all the Right, Intereſt, Benefit, Advantage, Property, Claim and Demand whatſoever, either at Law or in Equity, of him the ſaid *B. S.* of, in, to and out of the hereby aſſigned Monies and Premiſſes, and every Part and Parcel thereof: **And** for the better and more effectual enabling him the ſaid *W. J.* his Executors, Adminiſtrators and Aſſigns, to have and receive all and ſingular the hereby aſſigned Monies and Premiſſes to and for his and their own Uſe and Benefit, he the ſaid *B. S. Hath*, and by theſe Preſents (as much as in him lieth) *Doth* make, ordain, conſtitute, authorize and appoint, and in his Place and Stead put the ſaid *W. J.* his Executors, Adminiſtrators and Aſſigns, the true and lawful Attorney and Attornies irrevocable of him the ſaid *B. S.* to aſk, demand, ſue for, recover and receive of and from the ſaid Company called *The Charitable Corporation*, or their Caſhier or Treaſurer, and of and from all and every other Perſon and Perſons whomſoever, who are or ſhall be liable to pay the ſame, the ſaid Sum of 310 *l.* and all and ſingular other the hereby aſſigned Monies and Premiſſes, and upon Receipt and Payment thereof, or of any Part thereof, in the Name of him the ſaid *B. S.* or otherwiſe, to give proper and ſufficient Diſcharges for the ſame, and upon Non-payment thereof, alſo in his Name, or otherwiſe, to commence any Action or Suit, either at Law or in Equity, for the Recovering and Receiving thereof, and the ſame to carry on to Effect: And he the ſaid *B. S.* doth hereby give, *&c.* abſolute Power, *&c.* And finally, he the ſaid *B. S.* doth hereby ratify, allow and confirm all legal Acts whatſoever, which he the ſaid *W. J.* his, *&c.* ſhall do or cauſe to be done touching the Premiſſes, by Virtue of the Power hereby given. **Provided nevertheleſs,** and ſo as he the ſaid *W. J.* his Executors and Adminiſtrators, ſhall and do at all Times hereafter ſave, keep harmleſs and indemnified the ſaid *B. S.* his Executors and Adminiſtrators, and his, their and every of their Real and Perſonal Eſtates, of and from and againſt all Coſts, Charges, Damages and Expences whatſoever, which ſhall or may ariſe, fall or happen to him, them, or any of them, for, by Reaſon, Means or Occaſion of any Action or Suit which ſhall be brought or proſecuted in the Name of the ſaid *B. S.* his Executors or Adminiſtrators, by Virtue of theſe Preſents, or of any Power or Authority hereby given unto the ſaid *W. J.* his Executors, Adminiſtrators or Aſſigns, *&c.* (*The Aſſignor covenants that he has not, nor will releaſe*, &c. *as uſual.*) **In Witneſs,** &c.

Monies and Premiſſes.

Letter of Attorney.

Ratification.

Proviſo for indemnifying the Aſſignor.

An Aſſignment of a Salary for Security of Money lent on Bond.

To all, &c. *S. H. &c.* ſends Greeting. **Whereas,** &c. (*Recite the Bond*): **Now know ye,** That for better Security of Payment of the ſaid Sum of, *&c.* with Intereſt according to the Condition of the ſaid recited Obligation, and in Conſideration of 1 *s.* to the ſaid *S. H.* paid before Sealing hereof by the ſaid *T. H.* the Receipt whereof he doth hereby acknowledge, **He** the ſaid *S. H.* **hath** aſſigned, *&c.* and by, *&c.* **Doth,** &c. unto the ſaid *T. H.* his, *&c.* **All** ſuch Sum and Sums of Money as are now due and in Arrear, and which hereafter ſhall grow and become due and payable unto the ſaid *S. H.* for his Salary, Fee or daily Value of 12 *d. per* Day, as one of the Gunners in Garriſon of the *Tower* of *London* belonging to his Majeſty's Office of Ordnance, and all his Right, *&c.* **To have,** &c. **And** for the better Recovery, *&c.* (*Letter of Attorney.*) **Provided always,** and theſe Preſents are upon this Condition nevertheleſs, that if the ſaid *S. H.* his, *&c.* do and ſhall well and truly pay, *&c.* unto the ſaid *T. H.* his, *&c.* the ſaid Sum of —— *l.* with Intereſt, according to the Condition of the ſaid recited Obligation, then theſe Preſents and every Thing herein contained ſhall be utterly void and of none Effect; any Thing aforeſaid, *&c.* (*A Covenant, that if Default ſhall be made in Payment of the ſaid Sum, then the ſaid* S. H. *ſhall do any further Acts*, &c.) **In Witneſs,** &c.

XLVI. Of a Covenant Servant.

By Indorſement.

Know, &c. that the within named *J. L.* for and in Conſideration, *&c.* **Doth** by, *&c.* aſſign, *&c.* unto *H. L.* of, *&c.* his, *&c.* the within written Indenture, and all his Right, *&c.* of, in and to the ſame, and to the Service of the within named *T. H.* therein

and hereby agreed and covenanted to be performed by Virtue thereof, or otherwise howsoever, in any Manner of wise, he the said *H. L.* his, *&c.* paying the Wages of the said *T. H.* and performing the other Matters therein contained, which on the Part of the said *J. L.* are to be paid and performed, as within is mentioned. **In Witness**, &c.

XLVII. Of Statutes or Recognizances.

Assignment of a Statute as a Collateral Security.

THIS Indenture Tripartite, &c. **Between** *C. B.* of, *&c.* of the first Part, *J. G.* of, *&c.* and *R. G.* of, *&c.* of the second Part, and *W. G.* of, *&c.* of the third Part.

Recitals, as to the Statute from *J. L.* *J. G.* and *R. G.* to *E. T.* and his Defeasance thereon.

Whereas *J. L.* of *F.* in the County of *N.* Gent. and the said *J. G.* and *R. G.* by their Recognizance or Writing obligatory in the Nature of a Statute-Staple, bearing Date, *&c.* taken and acknowledged before Sir *R. E.* Knt. then Lord Chief Justice of his Majesty's Court of Common Pleas at *Westminster*, became jointly and severally bound unto the said *E. T.* in the Sum of 9000*l.* of, *&c.* which Statute by an Indenture of the same Date was defeasanced and made void on Payment of the Sum of 4500*l.* and Interest, unto the said *E. T.* his, *&c.* in such Manner as in the same Indenture is mentioned: **And whereas** by Indenture *Tripartite* by way of Mortgage, bearing Date, *&c.* and made between the said *J. G.* of the first Part, the said *R. G.* of the second Part, and the said *E. T.* of the third Part, *In Consideration* of the Sum of 2000*l.* to the said *J. G.* and of the Sum of 2500*l.* to the said *R. G.* respectively paid by the said *E. T.* as therein mentioned, the Manor of *B. &c.* therein particularly mentioned and described, were by him the said *J. G.* demised and granted unto the said *E. T.* his, *&c.* for the Term of 500 Years; and by the same Indenture, the Manor of *E. &c.* and the Appurtenances therein particularly mentioned and demised, were by him the said *R. G.* granted and demised to the said *E. T.* his, *&c.* for the Term of 1000 Years; **Subject nevertheless** to several Provisoes in the said Indenture of Mortgage contained, for making void thereof, on Payment by them the said *J. G.* and *R. G.* unto the said *E. T.* his Executors or Assigns, of the several Principal Sums of 2000*l.* and 2500*l.* together with Interest for the same, in such Manner as therein is mentioned: **And whereas** by Indenture *Quadripartite* of Assignment, bearing even Date with, and executed immediately before these Presents, and made between the said *C. B.* of the first Part, the said *J. G.* of the second Part, the said *R. G.* of the third Part, and the said *W. G.* of the fourth Part; (*Reciting* the herein above recited Indenture of Mortgage) and that the said several Principal Sums of 2000*l.* and 2500*l.* thereby secured to the said *E. T.* (making together the Principal Sum of 4500*l.*) and the Interest thereof had not been paid; and that the said *E. T.* was dead, and that he by his last Will and Testament had given and devised all his Real and Personal Estates whatsoever to the said *C. B.* his, *&c.* *Nevertheless* upon the several Trusts, Intents and Purposes in his said Will mentioned and expressed; *And further Reciting* (amongst other Things) that the said *W. G.* had at the Request of the said *J.* and *R. G.* paid the said Sum of 4500*l.* into the Bank of *England*, in Pursuance of an Order of the Court of Chancery therein recited; *It is by the said Indenture of Assignment witnessed*, That in Consideration of the said 4500*l.* so paid by the said *W. G.* into the Bank of *England* as aforesaid, and for 5*s.* a-piece to them the said *C. B.* *J. G.* and *R. G.* paid by the said *W. G.* the said several Manors, *&c.* and all, *&c.* mentioned and comprised in the said recited Indenture of Mortgage, and which were by them the said *J. G.* and *R. G.* thereby respectively demised to the said *E. J.* his Executors and Assigns as aforesaid, *Are* by the said *C. B.* assigned, and by the said *J. G.* and *R. G.* respectively, (in Pursuance of an Order of the Court of Chancery therein recited) granted, ratified and confirmed unto him the said *W. G.* his Executors, Administrators and Assigns, for and during all the Rest and Residue of the said several Terms of 500 Years and 1000 Years, by them the said *J. G.* and *R. G.* in and by the said recited Indenture of Mortgage respectively granted, of and in the said several Premisses as aforesaid; **Subject nevertheless** to a Proviso in the said Indenture of Assignment contained for his the said *J. G.* his Redemption of his Part of the thereby granted and ratified Premisses, on Payment by him, his Heirs or Assigns, unto the said *W. G.* his, *&c.* of the Sum of 2100*l.* on the several Days, and in Manner as therein is mentioned; and also subject to another Proviso in the same Indenture of Assignment contained, for his the said *R. G.*'s Redemption of his Part of the thereby granted and ratified Premisses, on Payment by him, his Heirs or Assigns, unto the said *W. G.* his Executors or Administrators, of the Sum of 2625*l.* on the several Days, and in such Manner as therein also is mentioned, as in and by the said Statute and Defeasance thereon, and the said several in Part recited Indentures of Mortgage and Assignment (Relation being to them respectively had) more at large may appear: **And whereas** previous to his the said *W. G.*'s advancing and paying the said 4500*l.* into the Bank of *England*,

As to the Assignment to Mr. *G.*

As to previous Agreement.

(being

(being for the proper Debt of them the ſaid *J.* and *R. G.*) and as a Collateral or further Security for Payment of the ſame, and the Intereſt thereof, unto the ſaid *W. G.* according to the ſeveral Proviſoes in the ſaid recited Indenture of Aſſignment contained for that Purpoſe, *It was agreed* between the Parties thereto, that the ſaid herein above recited Statute Staple ſo given to the ſaid *E. T.* as aforeſaid, and all Monies thereby ſecured and now veſted in the ſaid *C. B.* as Executor of his ſaid Will, ſhould be by him aſſigned to the ſaid *W. G. Subject nevertheleſs* to the ſeveral Proviſoes in the ſaid Indenture of Aſſignment contained, and to be defeaſanced in ſuch Manner as herein after is mentioned and expreſſed: **Now this Indenture witneſſeth**, that in Purſuance and Performance of the ſaid recited Agreement, and in Conſideration of the ſaid Sum of 4500*l.* ſo by him the ſaid *W. G.* paid in Manner as aforeſaid, and alſo for and in Conſideration of the Sum of 5*s.* of, *&c.* in Hand paid by, *&c.* at, *&c.* the Receipt, *&c.* **He** the ſaid *C. B.* at the ſpecial Inſtance and Requeſt, and by the Direction and Appointment of the ſaid *J.* and *R. G.* teſtified, *&c.* **Hath** aſſigned, *&c.* and by, *&c.* he the ſaid *C. B. Doth*, *&c.* unto the ſaid *W. G.* **The** ſaid recited Recogniſance or Statute Staple, and all Sum and Sums of Money therein mentioned and thereby ſecured, and all Benefit and Advantage whatſoever to be had, made, taken or obtained, upon or by Virtue thereof, or of any Proceſs, Extent, or other Execution or Executions whatſoever to be thereupon had, taken, ſued out and executed; **To have**, hold, receive, take and enjoy the ſaid hereby aſſigned Recogniſance or Statute Staple, Monies, Extents, and all and ſingular other the herein before mentioned and intended to be hereby aſſigned Premiſſes unto and to the Uſe of the ſaid *W. G.* his, *&c.* as and for his and their own proper Monies for ever; **Subject** to the Proviſoes aforeſaid, **Together** with full Power for the ſaid *W. G.* his, *&c.* in the Name of him the ſaid *C. B.* to ſue, *&c.* any Extent, Writ or Writs of Execution, or other Proceſs upon the ſaid Recogniſance or Statute Staple, againſt them the ſaid *J. L. J. G.* and *R. G.* any or either of them, their or any or either of their Real or Perſonal Eſtates, for the Recovering and Receiving of all and every the Sum and Sums of Money thereby ſecured and hereby aſſigned; and alſo to releaſe and diſcharge the ſame, and to do any Act to vacate or make void the ſaid Recogniſance, and that in as full, *&c.* **Subject nevertheleſs** to the Proviſo herein after contained; **And** the ſaid *C. B.* for himſelf, his Executors and Adminiſtrators, doth covenant and agree, to and with the ſaid *W. G.* his Executors, Adminiſtrators and Aſſigns by theſe Preſents, in Manner following; that is to ſay, That he the ſaid *C. B.* hath not at any Time heretofore, nor ſhall or will at any Time or Times hereafter (until the ſaid Sum of 4500*l.* and the Intereſt thereof, ſhall be fully paid and ſatisfied unto the ſaid *W. G.* his Executors, Adminiſtrators or Aſſigns) aſſign, releaſe or diſcharge the ſaid hereby aſſigned Recogniſance and Monies thereby ſecured, or any Part thereof, or any Execution or Proceſs to be ſued or taken out by Virtue thereof, without the Conſent of the ſaid *W. G.* his, *&c.* firſt had and obtained in Writing for that Purpoſe: **Provided always**, and it is hereby agreed and declared, that if each of them the ſaid *J. G.* and *R. G.* ſhall and do well and truly pay, *&c.* unto the ſaid *W. G.* his, *&c.* the ſaid ſeveral Sums of 2100*l.* and 2625*l.* at the Place on the ſeveral Days, and in Manner, as the ſame, in and by the two ſeveral Proviſoes in the ſaid recited Indenture *Quadripartite* of Aſſignment contained, are mentioned and appointed for Payment thereof, according to the true Intent and Meaning of the ſame Indenture; that then he the ſaid *W. G.* his, *&c.* (at the Requeſt and Charge of the ſaid *J. G.* and *R. G.* their, *&c.*) ſhall and will do any Act to vacate or make void the ſaid Recogniſance, or elſe aſſign the ſaid hereby aſſigned Recogniſance, and all and every Sum and Sums of Money thereby ſecured, unto the ſaid *J. G.* and *R. G.* their Executors or Adminiſtrators, or to ſuch other Perſon or Perſons as they ſhall direct or appoint, ſo as no Perſon or Perſons for the doing thereof be compelled to go from his, her or their then Place of Habitation or Abode; **And it is hereby agreed and declared** by the ſaid *W. G.* that no Writ of Execution, Proceſs, or any other Advantage whatſoever, ſhall be had or taken againſt them the ſaid *J. L. J. G.* and *R. G.* any or either of them, their, any or either of their Heirs, Executors or Adminiſtrators, or againſt their, any or either of their Goods or Chattels, Heirs, Executors or Adminiſtrators, or againſt their, any or either of their Goods or Chattels, Lands, Tenements or Hereditaments, upon the ſaid hereby aſſigned Recogniſance, until Default ſhall be made in Payment of the ſaid ſeveral Sums of 2100*l.* and 2625*l.* or ſome Part thereof, contrary to the true Intent and Meaning of the ſaid ſeveral Proviſoes in the ſaid recited Indenture *Quadripartite* of Aſſignment contained. **And laſtly**, the ſaid *W. G.* for himſelf, his Heirs, Executors and Adminiſtrators, doth hereby covenant and agree to and with the ſaid *C. B.* his Executors and Adminiſtrators, that he the ſaid *W. G.* his Executors, Adminiſtrators or Aſſigns, ſhall and will from Time to Time, and at all Times hereafter, ſave, defend, keep harmleſs and indemnified the ſaid *C. B.* his Heirs, Executors and Adminiſtrators, and his, their and every of their Goods and Chattels, Lands and Tenements, of, from and againſt all Coſts, Charges, Expences and Damages whatſoever, which ſhall or may at any Time hereafter happen or accrue to, or be adjudged, decreed or awarded againſt him or them, or his

Conſiderations.

Aſſignment.

Habendum.

Letter of Attorney.

Covenants hath not, nor will releaſe till the Money paid to the Aſſignee.

Proviſo that if the Monies be paid according to the Proviſoes in the Mortgage, then the Aſſignee ſhall do any Act to make void the aſſigned Recogniſance.

Agreement that no Execution till Default in Payment.

Covenant to indemnify Mr. *B.*

or

or their Real or Personal Estates, for or by Reason of any Writ, Process, Proceeding or Execution, which shall or may be had, sued or taken out upon the said hereby assigned Recognisance, for the Recovering and Receiving of the said Sum of 4500 *l.* and the Interest thereof, or of any Part thereof, in the Name of him the said *C. B.* or otherwise touching or concerning the same. **In Witness**, &c.

XLVIII. Of Stocks.

An Assignment of East-India *Stock, for the securing of an Annuity for Life payable thereout.*

Recital of Contract for Purchase of said Annuity.

Considerations.

Assignment of — Credit in said Company to the two Trustees.

Upon the Trusts, &c. *viz.* that Trustees during Life of Annuitant, shall by Letter of Attorney impower him to receive his Annuity out of Dividends when payable,

the first Payment to begin, &c. and after Death of Annuitant, then Trustees to assign said Credit free of Incumbrances to Grantor of Annuity.

A Proviso, and Grantor of said Annuities covenants with Trustees, that if Company during Life of Annuitant, lessen their Dividends, so that Stock of Company shall not yield sufficient

THIS Indenture made, &c. **Between** *A. B.* of, &c. of the first Part, and *C. D.* of, &c. of the second Part, and *E. F.* and *G. H.* of, &c. of the third Part. **Whereas** the said *C. D.* hath contracted and agreed with the said *A. B.* for the absolute Purchase of an Annuity, or clear yearly Sum of —— *per Ann.* to be paid to him during his the said *C. D.*'s natural Life, for the Sum of —— of, &c. which said Annuity is to be secured, paid and payable, in such Manner as herein after is mentioned and expressed: **Now this Indenture witnesseth,** That as well in Pursuance of the said Contract or Agreement, as for and in Consideration of the said Sum of, &c. to the said *A. B.* in Hand at, &c. the Receipt, &c. **He** the said *A. B.* at the special Instance and Request, and by and with the Consent, Direction and Approbation of the said *C. D.* testified by her being made a Party to, and Signing, Sealing and Executing these Presents, **Hath** assigned, transferred and set over, and by these Presents **Doth,** &c. unto the said *E. F.* &c. *G. H.* the Sum of —— Credit in the Principal Stock and Fund of the United Company of Merchants of *England* trading to the *East Indies*, in the Transfer Books of the said Company, according to the usual Custom and Method of transferring the said Stock, as by the Transfer Books of the said Company, Reference being thereunto had, may appear; **In Trust nevertheless** to and for the several Uses, Intents and Purposes herein after mentioned, expressed and declared, of and concerning the same, and to and for no other Use, Trust, Intent or Purpose whatsoever; (that is to say) Upon Trust that they the said *E. F.* and *G. H.* and the Survivor of them, and the Executors, &c. of such Survivor, shall and do from Time to Time, and at all Times hereafter, during the natural Life of the said *C. D.* well and truly pay unto, or otherwise by a good and sufficient Letter of Attorney or Letters of Attorney, or other lawful and proper Ways and Means, as by the said *C. D.* or his Assigns, or his or their Counsel learned in the Law, shall be reasonably devised or advised and required, fully and sufficiently authorise and impower the said *C. D.* and his Assigns, to receive and take the said Annuity or clear yearly Sum of —— by equal half-yearly Payments, as the same shall become due and payable, by and out of the Dividends and Profits arising from the said —— Credit in the said Stock so transferred unto the said *E. F.* and *G. H.* by the said *A. B.* as aforesaid, and to detain and keep the same to his and their own Use, in full Satisfaction, Payment and Discharge of the said Annuity or clear yearly Sum of —— *l.* so contracted and agreed for as aforesaid; the first of which said half-yearly Payments shall begin and be made out of the Dividend arising from the said —— Credit in the said Stock, which shall become due and payable at the Feast-Day of —— next ensuing the Date hereof, and from and after the Decease of the said *C. D.* **Then upon Trust** that they the said *E. F.* and *G. H.* and the Survivor of them, and the Executors, &c. of such Survivor, shall and do, as soon as conveniently may be, re-assign and transfer, or cause to be re-assigned or transferred unto the said *A. B.* his, &c. the said —— Credit in the said Stock, free from all Manner of Incumbrances whatsoever, by them the said *E. F.* &c. and the Survivor and Survivors of them, his Executors, &c. or any of them in the mean Time, had, made, done, committed or suffered: **Provided always nevertheless,** and it is expressly declared and agreed, by and between all the said Parties to these Presents, and particularly the said *A. B.* doth hereby for himself, his, &c. covenant, promise and agree, to and with the said *E. F.* and *G. H.* and the Survivor of them, his, &c. that in case the said Company shall at any Time or Times hereafter, during the natural Life of the said *C. D.* reduce or lessen the Dividend or Dividends payable on their Principal Stock; so as the said —— Credit in the Principal Stock of the said Company shall not produce or yield the Annuity or clear yearly Sum of —— *per Ann.* so contracted and agreed for as aforesaid, free of all Deductions or Abatements whatsoever; then and in such Case, and as often as the same shall so happen, he the said *A. B.* his, &c. shall and will, before the then next Dividend shall become due and payable, assign and transfer, or cause to be assigned and transferred unto the said *E. F.* and *G. H.* and the Survivor of them, his, &c. upon the like Trusts aforesaid, so much Credit in the said Principal Stock of the said Company, or such other further Security as shall be approved of by the said *C. D.* and his Assigns,

signs, which together with the said Sum of —— already transferred, shall produce and yield the Annuity or clear yearly Sum of —— *l. per Ann.* at least, and if the said —— Credit in the said Stock already transferred as aforesaid, together with such additional Stock or other Security, to be approved of as aforesaid, as shall and may be hereafter transferred to and for the Uses aforesaid, shall produce or yield more than the Annuity or yearly Sum of —— *per Ann.* so contracted or agreed for as aforesaid, then the Overplus of such Dividend and Interest, more than the said Annuity or clear yearly Sum of —— *l. per Ann.* shall from Time to Time, as often as the same shall so happen, be paid unto the said *A. B.* his, *&c.* it being the true Intent and Meaning of these Presents, and of the Parties hereunto, that the clear Annuity or yearly Sum of —— *per Ann.* and no more, shall be paid to the said *C. D.* and his Assigns, during the Term of his natural Life as aforesaid. **Provided always,** and it is hereby declared and agreed by and between all the said Parties to these Presents, that it shall and may be lawful to and for the said *E. F.* and *G. H.* and the Survivor of them, his, *&c.* to pay and deduct to themselves, and to each of them, by and out of the said yearly Annuity, or the Payments to be made thereon, all such Sum or Sums of Money, Charges and Expences whatsoever, which they or either of them shall disburse, expend or be put unto, lay out or sustain, touching or concerning the Trusts hereby in them reposed, or any Thing relating thereunto, and that they shall be only responsible or answerable for their own respective Acts, Receipts, Neglects or Defaults, and not the one for the other, nor the one for the Acts, Receipts, Neglects or Defaults of the other of them, and that neither of them shall be charged or chargeable with any involuntary Loss. **Provided likewise,** and it is further declared and agreed, by and between the said Parties to these Presents, and the said *A. B.* for himself, his, *&c.* doth covenant, promise and agree, to and with the said *E. F.* and *G. H.* and the Survivor of them, his, *&c.* as followeth, *viz.* that he the said *A. B.* his Heirs, *&c.* shall and will pay and satisfy all and every Sum and Sums of Money (if any) as shall at any Time hereafter, during the natural Life of the said *C. D.* be called in or ordered to be paid, in respect or on Account of the said —— Stock in the said Company, or any other additional Stock, which may hereafter be transferred to the Use aforesaid, and that always 10 Days at least before the Expiration of the respective Times limited and appointed by the said Company for paying in the same, and thereof and therefrom indemnify and keep harmless the said *E. F.* and *G. H.* and the Survivor of them, his, *&c.* **And** the said *A. B.* for himself, his Executors, *&c.* doth covenant and agree to and with the said *E. F.* and *G. H.* and the Survivor of them, his Executors, *&c.* that in case the said Company, after the Expiration of their present Charter, (provided the same shall happen in the Life-time of the said *C. D.*) shall not renew the same, but shall pay and discharge the said Principal Stock in the said Company, that then and in such Case, it shall and may be lawful to and for the said *E. F.* and *G. H.* and the Survivor of them, his, *&c.* to lay out and dispose of the Monies so paid unto them by the said Company, in the Purchase of some other Publick or Government Security or Securities, as shall be approved of by the said *C. D.* or his Assigns, or his or their Counsel learned in the Law, as shall be sufficient to pay the said Annuity or clear yearly Sum of —— *per Ann.* free and clear of all Taxes, Rates, Assessments and Impositions whatsoever, imposed or which shall be imposed thereon by the Authority of Parliament, or otherwise howsoever; and in case the Money so paid in as aforesaid, shall not be sufficient to purchase such Annuity as aforesaid, then and in such Case, he the said *A. B.* his, *&c.* shall and will on Demand make good and pay unto the said *E. F.* *&c.* and the Survivors and Survivor of them, his, *&c.* what the same shall so fall short and prove deficient; **And further,** that if the said Company shall at any Time hereafter, during the natural Life of him the said *A. B.* make Default in the usual Payments of any half-yearly Dividends in Respect of their Principal Stock, or if the said Company shall at any Time hereafter, during the Term aforesaid, neglect to pay down the Stock, for the Space of six Months after the same shall become due and payable, according to the usual Custom and Method of paying the said half-yearly Dividends, *viz.* at the Feast of —— and the Feast of —— that then and in either of the said Cases, he the said *A. B.* his, *&c.* shall and will (as often as the same shall so happen, during the said Term) well and truly pay, or cause to be paid unto the said *C. D.* or his Assigns, the full Sum of —— of, *&c.* being the Moiety or Half-Part of the said Annuity, or clear yearly Sum of —— *per Ann.* so contracted and agreed for, as aforesaid, to be paid out of the Dividends and Profits arising from the said —— Stock in the said Company; **And also** that if the said *C. D.* shall happen to depart this Life, after such half-yearly Dividend shall become due and not paid by the said Company, or if the said *C. D.* shall happen to depart this Life between either of the said half yearly Feasts or Days of Payment, whereon the said Dividends usually grow due to be paid as aforesaid; that then and in such Case, they the said *E. F.* *&c.* and the Survivor of them, his, *&c.* or in Default thereof as aforesaid, he the said *A. B.* his, *&c.* shall and will well and truly pay, or cause to be paid unto the Executors, *&c.* of the said *C. D.*

to pay said Annuity, then and so often he, before next Dividend payable, shall transfer to said Trustees further Credit in said Company, as together with present, shall be sufficient to pay said Annuity, and the Overplus to be paid to Grantor.

Power for Trustees to deduct their Charges, *&c.* to be answerable for respective Acts only, not to be chargeable with any involuntary Loss.

A Proviso and Grantor covenants to pay all Sums to be called in or to be paid on Account of said Stock.

As to the Company's renewing their Charter.

Then Trustees to dispose of their Monies in Company upon some other publick Fund;

and if the Company make Default in Payment of Dividends, then Grantor to pay the same,

and if Annuitant die between half-yearly Payments, then Trustees or the Grantor, to pay so much of Annuity as shall

be due at the Annuitant's Death.

Covenant from Grantor, that he hath good Right, &c.

Annuitant covenants, viz. that his Executors, &c. within 14 Days after his Death, procure a Certificate of his Death, to the Intent that Truſtees may re aſſign, &c.

Covenant from Truſtees to re aſſign accordingly.

C. D. ſo much of the ſaid Annuity or clear yearly Sum of —— *per Ann.* as from the laſt half-yearly Payment thereof ſhall be due and owing unto the Day of his Death; any Thing herein contained to the contrary notwithſtanding. **And** the ſaid *A. B.* doth for himſelf, his, *&c.* covenant, promiſe and agree to and with the ſaid *C. D. E. F. &c.* and the Survivors and Survivor of them, his, *&c.* in Manner following; (that is to ſay) That for and notwithſtanding any Act, Matter or Thing whatſoever, made, done, committed or ſuffered by him to the contrary, he the ſaid *A. B.* now on the Day of the Date, and at the Time of the Sealing and Delivery hereof, hath in himſelf good Right, full Power, true Title, and lawful and abſolute Authority to aſſign and transfer the ſaid —— Stock, in Manner aforeſaid. **And** the ſaid *C. D.* doth hereby for himſelf, his, *&c.* covenant, promiſe and agree to and with the ſaid *A. B.* his, *&c.* that the Executors, *&c.* of the ſaid *C. D.* ſhall and will, within the Time and Space of 14 Days next after the Day of the Death of him the ſaid *C. D.* procure or cauſe to be procured a proper and legal Certificate of the Death and Burial of him the ſaid *C. D.* to the Intent and Purpoſe, that they the ſaid *E. F. &c.* and the Survivors or Survivor of them, his, *&c.* do and ſhall re-aſſign and transfer unto the ſaid *A. B.* his, *&c.* the ſaid —— Credit in the Stock, together with ſuch additional Stock, or other Security, as ſhall or may hereafter be aſſigned or transferred unto the ſaid *E. F. &c.* and the Survivors and Survivor of them, his, *&c.* to the Uſes aforeſaid, together alſo with all the Dividends, Intereſt and Profits due and payable thereon, in Diſcharge of the Truſt repoſed in them as aforeſaid. **And laſtly,** the ſaid *E. F. &c.* do hereby for themſelves ſeverally and reſpectively, their ſeveral and reſpective Executors, *&c.* covenant, promiſe and agree to and with the ſaid *A. B.* that they the ſaid *E. F. &c.* and the Survivors and Survivor of them, his, *&c.* ſhall and will, within 14 Days after the Deceaſe of the ſaid *C. D.* having firſt received a legal and proper Certificate of ſuch his Death, Burial, and not otherwiſe, re-aſſign and transfer, or cauſe to be re-aſſigned and transferred unto the ſaid *A. B.* his, *&c.* the ſaid —— Stock in the ſaid Company, together with ſuch additional Stock, or other Security, as ſhall and may hereafter be aſſigned and transferred as aforeſaid, free of all Incumbrances whatſoever by them, or either or any of them, in the mean Time had, made, done, committed or ſuffered, together alſo with all the Dividends, Intereſt and Profits due and payable thereon, in Diſcharge of the Truſts aforeſaid, to the only proper Uſe and Behoof of the ſaid *A. B.* his, *&c.* for ever, and to and for no other Uſe, Truſt, Intent and Purpoſe whatſoever. **In Witneſs,** &c.

Aſſignment of South-Sea Stock and Annuities made by the acting Executor, by Direction of the Reſiduary Legatee, to a Truſtee nominated by her, the Debts and Legacies having been paid, with Power reſerved to the Executor to retain 200 l. *for his future Indemnity.*

THIS Indenture Tripartite, made, *&c.* **Between** *N. P.* of —— Eſq; of the firſt Part, *M. B.* of —— Spinſter, of the ſecond Part, and *F. B.* Spinſter, Siſter of the ſaid *M. B.* of the third Part. **Whereas,** &c. (*Recital of a Deviſe and Bequeſt of the Reſidue of both Real and Perſonal Eſtate, after other Legacies,* &c. *paid*): **And whereas** all the Debts of the ſaid *G. W.* and the Legacies given by the ſaid Will, are preſumed to have been paid and ſatisfied; and there now remains the Perſonal Eſtate of the ſaid *G. W.* in the publick Funds, in the Name of the ſaid *N. P.* in Truſt for the ſaid *M. B.* as follows, *viz.* in the Books of the Governor and Company of Merchants of *Great Britain*, trading to the *South-Sea* and other Parts of *America*, and for Encouraging the Fiſhery, *&c.* 517 *l.* 5 *s.* 4 *d.* Capital and Principal Stock in the Joint Stock of the ſaid Company, *South-Sea* Annuities 2666 *l.* 6 *s.* 1 *d.* and in the new Joint Stock of the ſaid Company, *South-Sea* Annuities 1551 *l.* 15 *s.* 11 *d.* and the ſaid *M. B.* has requeſted the ſaid *N. P.* to aſſign and transfer all the ſaid Stock and Annuities, (200 *l.* in the ſaid Joint Stock of *South-Sea* Annuities, which the ſaid *M. B.* doth hereby agree ſhall remain in the Name of the ſaid *N. P.* in the ſaid Company's Books, to indemnify him againſt all Claims or Demands that may at any Time hereafter be brought againſt him by any Creditors or Legatees of the ſaid *G. W.* and againſt all ſuch Coſts, Charges and Expences as he hath, or ſhall be put unto in the Execution of the Truſt in him repoſed by the ſaid Will of the ſaid *G. W.* only excepted), unto the ſaid *F. B.* her Executors, Adminiſtrators and Aſſigns, in Truſt for the ſaid *M. B.* her Executors, Adminiſtrators and Aſſigns: **Now this Indenture witneſſeth,** that the ſaid *N. P.* at the Requeſt and by the Direction of the ſaid *M. B.* teſtified by her being Party to, and Signing and Sealing theſe Preſents, **Hath** granted, bargained, ſold, aſſigned, ſet over and transferred, and by theſe Preſents **Doth,** &c. unto the ſaid *F. B.* the ſaid 517 *l.* 5 *s.* 4 *d.* Capital *South-Sea* Stock, the ſaid 1551 *l.* 15 *s.* 11 *d.* New Annuities, and 1866 *l.* 6 *s.* 1 *d.* Part of the ſaid 2066 *l.* 6 *s.* 1 *d.* Joint Stock of *South Sea* Annuities, together with all the Intereſt and Dividends now due, or

hereafter to grow due for the ſame; **To have**, hold, perceive, receive and enjoy the ſaid Capital Stock and Annuities hereby aſſigned, as aforeſaid, unto the ſaid *F. B.* her Executors, Adminiſtrators and Aſſigns; **In Truſt** nevertheleſs for the ſaid *M. B.* her Executors, *&c.* **And**, &c. (**Covenant** *from* M. B. *that* N. P. *ſhall retain* 200 l. *to indemnify and reimburſe himſelf Expences*, &c. *and from* N. P. *to* M. B. *that he will tranſfer the Stock and Annuities.* See Tit. **Covenants**.) **In Witneſs**, &c.

XLIX. Of a Trade.

An Aſſignment of a (a) Trade, and the Benefit of the Service of Apprentices.

Articles, &c. **Between** *J. M.* Citizen and Coach-maker and Coach-harneſs-maker of *London*, of the one Part, and *R. E.* alſo Citizen and Coach-maker and Coach-harneſs-maker of *London*, of the other Part, in Manner as follows, *viz.*

Whereas the ſaid *J. M.* hath for ſome Time paſt uſed, exerciſed, followed and carried on the Trade or Buſineſs of a Coach-maker and Coach-harneſs-maker in the Meſſuage or Tenement wherein he the ſaid *J. M.* now dwells or lately dwelt, ſituate, *&c.* **And whereas** the ſaid *J. M.* being minded intirely to leave off his ſaid Trade and Buſineſs, the ſaid *R. E.* for the Conſideration herein after mentioned, is to have and enjoy the ſame to his own Uſe and Benefit: **Now theſe Preſents witneſs**, that for and in Conſideration of the Sum of 100 *l.* of, *&c.* (as and for a full Premium or Conſideration to him the ſaid *J. M.* for the Relinquiſhing and Leaving off ſuch his Trade or Buſineſs to him the ſaid *R. E.*) in Hand well and truly paid to the ſaid *J. M.* by the ſaid *R. E.* at, *&c.* the Receipt, *&c.* and alſo in Conſideration that the ſaid *R. E.* hath bought of the ſaid *J. M.* the Coaches, Chariots, Harneſs, Timber, Implements of Houſhold and ſeveral other Goods, Materials and Things, particularly mentioned in a Schedule or Inventory annexed to a Bill of Sale, bearing even Date herewith, and which have been appraiſed by two indifferent Perſons, whereof each of the Parties hereto did chuſe one, and for which the ſaid *R. E.* hath well and truly paid unto the ſaid *J. M.* the full Sum of 185 *l.* 9 *s.* of like Money, the Receipt, *&c.* and alſo in Conſideration that he the ſaid *R. E.* hath taken a Leaſe from the ſaid *J. M.* of the ſaid Meſſuage or Tenement, for the Term of 39 Years, at the yearly Rent of 55 *l.* **He** the ſaid *J. M.* **hath**, and by theſe Preſents **Doth**, as much as in him lies, or he may or can do, relinquiſh and quit-claim unto him the ſaid *R. E.* his Executors and Adminiſtrators, **All** his Intereſt, Benefit, Profit and Advantage whatſoever to be by him from henceforth had, made or obtained by virtue of the ſaid Trade, or of any of the Cuſtomers now belonging thereto; **And alſo all** the Benefit of the Services of all and every ſuch Perſon or Perſons, as now are or which ſhall be the Apprentices of him the ſaid *J. M.* for and during ſuch Term as every ſuch reſpective Apprentice by his Indenture of Apprenticeſhip is obliged to ſerve; he the ſaid *R. E.* during ſuch Service, finding them with Meat, Drink, Waſhing and Lodging. **Provided always**, and it is the true Intent and Meaning of theſe Preſents, and of the Parties hereunto, that the ſaid *J. M.* is to have, receive and keep to his own proper Uſe, all and every ſuch Sum and Sums of Money as hath been or ſhall be paid unto him the ſaid *J. M.* with any Apprentice or Apprentices that the ſaid *J. M.* hath now or ſhall hereafter take. **Provided alſo**, that in caſe any ſuch Apprentice or Apprentices ſhall before the Expiration of their Time quit or deſert the Service of the ſaid *R. E.* or miſdemean themſelves therein, the ſaid *J. M.* is in no Sort to be anſwerable for the ſame, but only the ſaid *J. M.* at the proper Coſts of the ſaid *R. E.* ſhall and will attend in his own proper Perſon before the Chamberlain of *London* with ſuch reſpective Indentures of Apprenticeſhip, at any Time to appear againſt any ſuch Apprentice or Apprentices. **And alſo** he the ſaid *J. M.* for the Conſiderations aforeſaid, doth for himſelf, his Executors and Adminiſtrators, and for every of them, covenant, promiſe and agree, to and with the ſaid *R. E.* his Executors and Adminiſtrators, by theſe Preſents, in Manner, *&c.* that he the ſaid *J. M.* ſhall not nor will at any Time from henceforth during the Term or Space of ——— Years now next enſuing, either by himſelf, or for, by or with any other Perſon or Perſons whatſoever in Truſt for him, or to or for his Uſe, Benefit or Advantage, take any Houſe, Shop, or other Place whatſoever within the Cities of *London* and *Weſtminſter*, or in any Place within the Bills of Mortality, wherein or whereby to ſet up, exerciſe, or in any Sort or Manner of

Recitals.
As to *J. M.*'s carrying on his Trade, and being mindful to leave it off.
Conſideration, *viz.* Money paid for relinquiſhing the Trade.
Goods, *&c.* ſold.
Leaſe granted.
Relinquiſhment of Trade.
Aſſignment of Apprentices.
The Aſſignor covenants not to keep a Shop, *&c.* or carry on the Trade within a certain Diſtance.

(a) Note; The Stock in Trade, Houſhold Goods, *&c.* were conveyed by a Bill of Sale.

of wiſe howſoever to uſe or follow the ſaid Trade, Buſineſs or Employment of a Coach-maker or Coach-harneſs-maker, unleſs it be by and with the Conſent of him the ſaid *R. E.* his Executors, Adminiſtrators and Aſſigns, (ſuch Conſent to be in Writing under his or their Hands); **And alſo** that it ſhall and may be lawful to and for him the ſaid *R. E.* his, *&c.* at all Times from henceforth, as well to have and take to and for his and their own Uſe and Benefit, all the Profit, Proceed, Gain and Advantage that ſhall or may ariſe, or be had or made by Virtue or Means of any the Cuſtomers now or at any Time hereafter belonging to him the ſaid *J. M.* or to the Shop of the ſaid Meſſuage, or to the ſaid Trade thereof; as alſo all Benefit, Profit and Advantage whatſoever to be had or made by virtue of the Services of the ſaid ſeveral now Apprentices of the ſaid *J. M.* during the Time of their reſpective Apprenticeſhips as aforeſaid, without paying, rendering or giving any Account for the ſame unto the ſaid *J. M.* his, *&c.* and that in as full and ample Manner as he the ſaid *J. M.* could or might have enjoyed the ſame in caſe theſe Preſents had not been made; **And further alſo,** that he the ſaid *J. M.* ſhall and will, at all Times from henceforth during the Space of one Year, to the utmoſt of his Power, promote and encourage all the now preſent or late Cuſtomers of him the ſaid *J. M.* to become and be the Cuſtomers of him the ſaid *R. E.* in his ſaid Trade of a Coach-maker and Coach-harneſs-maker, and alſo endeavour to procure and obtain, that all and every ſuch Cuſtomers of him the ſaid *J. M.* ſhall from henceforth remain, continue and be the Cuſtomers of him the ſaid *R. E.* **And further alſo,** that he the ſaid *J. M.* during the Space of 30 Years, ſhall not by himſelf, or by or with any others, do or cauſe to be done any wilful Act, Matter or Thing whatſoever, whereby to diſoblige, hinder or deprive him the ſaid *R. E.* of any ſuch Cuſtomer or Cuſtomers which now do, or which ſhall or may at any Time hereafter come or belong to the ſaid Shop or Trade, or whereby to obſtruct or prejudice him the ſaid *R. E.* in his ſaid Trade or Buſineſs of a Coach-maker and Coach-harneſs-maker, (except that it ſhall and may be lawful for the ſaid *J. M.* at any Time to ſue for any Debt due to him from ſuch Cuſtomer or Cuſtomers): **And** for the more effectual eſtabliſhing and confirming him the ſaid *R. E.* in the ſaid Trade and Buſineſs in the Meſſuage or Tenement aforeſaid, **It is hereby mutually declared and agreed** by and between the ſaid Parties to theſe Preſents, for themſelves, their Executors and Adminiſtrators, that to the Intent the ſaid Trade may be the better carried on for the Benefit and Advantage of him the ſaid *R. E.* it ſhall and may be lawful to and for the ſaid *R. E.* at any Time during the Term aforeſaid, to wait upon any ſuch Cuſtomer or Cuſtomers in the Name of him the ſaid *J. M.* or as if he were ſent by him, or were his Partner, as often as he ſhall find Occaſion ſo to do; and that he the ſaid *J. M.* during the ſaid Term of one Year, at the Requeſt of the ſaid *R. E.* ſhall and will, when and as often as Occaſion ſhall be or require, go, come or appear in his own proper Perſon to any ſuch Cuſtomer or Cuſtomers, which now do, or which ſhall or may, at any Time hereafter during the ſame Term of one Year, happen to come to the ſaid Trade; **For** which Purpoſe, and for the better Conveniency of him the ſaid *J. M.* ſo to do, **It hath been and is hereby further mutually agreed,** that he the ſaid *J. M.* ſhall have the full and free Liberty, Uſe and Benefit of enjoying the Chamber or Fore Garret of the ſaid Meſſuge or Tenement for himſelf and his Wife to lodge and dwell in for the Space of —— next enſuing the Date hereof, together with the Uſe of the Kitchen there, without rendring or paying any Rent for the ſame, together with free Liberty of Ingreſs, Egreſs, Regreſs, Way and Paſſage for him the ſaid *J. M.* his Wife, Servants and Friends, at all ſeaſonable Times, to reſort thereto during the ſame Term, without any Let or Hindrance of the ſaid *R. E.* his Executors, Adminiſtrators or Aſſigns. **And** it is further agreed between the ſaid Parties to theſe Preſents, that the ſaid *J. M.* ſhall forthwith aſſign and ſet over unto the ſaid *R. E.* one Inſtrument or Policy of Inſurance relating to the ſaid Meſſuage or Tenement wherein the ſaid *J. M.* now or late dwelled, and all Benefit and Advantage which may accrue to the ſaid *J. M.* thereby (*a*) **In Witneſs,** &c.

That the Aſſignee ſhall have the Profits of the Trade, *&c.*

That the Aſſignor ſhall during one Year promote Cuſtomers:

and for 30 Years ſhall not hinder any.

Agreement that the Aſſignee may wait on Cuſtomers in the Name of the Aſſignor, and that the Aſſignor, if required, ſhall wait on them.

The Aſſignor to have a Room and the Uſe of the Kitchen.

Agreement to aſſign a Policy.

L. Of Truſts.

Aſſignment and Diſcharge, &c. *touching Deviſes and Truſts in a Will,* &c.

THIS Indenture, &c. **Between** *R. B.* of, *&c.* (one of the Deviſees and Legatees named in the laſt Will and Teſtament of *R. B.* late of, *&c.* deceaſed) of the one Part, and *J. W.* of, *&c.* (only acting Executor of the laſt Will and Teſtament of the ſaid *R. B.* deceaſed) of the other Part. **Whereas** the ſaid *R. B.* deceaſed, by his laſt Will, *&c.* (*Recital of the Will*): **And** the ſaid Teſtator did thereby appoint the ſaid *R. W. T. S.* and *J. W.*

Recital.

(*a*) Mr. *M.* to give a Bond in the Penalty of —— for Performance of theſe Articles.

Executors

Executors of his ſaid Will, and deſired them to take the Guardianſhip of the ſaid *R. B.* Party hereto, and of the Eſtates thereby deviſed to him, until he attained his Age of 24 Years, as in and by the ſaid in Part recited Will duly proved by them the ſaid *T. S.* and *J. W.* in the proper Eccleſiaſtical Court, Relation, *&c.* **And whereas** the ſaid *R. W.* one of the ſaid Executors, being dead as aforeſaid, and the ſaid *T. S.* one other of the ſaid Executors, not having acted in the ſaid Executorſhip other than in joining with the ſaid *J. W.* in proving of the ſaid Will, he the ſaid *J. W.* hath ſince alone only acted in the ſaid Executorſhip, and took upon him the Guardianſhip of the ſaid *R. B.* Party hereto, and hath paid and applied the Rents and Profits of the Premiſſes ſo deviſed, *In Truſt* as aforeſaid, according to the Truſts in the ſaid recited Will, as by a ſtated Account thereof made bearing even Date herewith, and allowed and ſigned by the ſaid *R. B.* Party hereto, Relation, *&c.* **And whereas** the ſame *R. B.* hath attained to his full Age of 24 Years, and he the ſaid *J. W.* before the Executing of theſe Preſents, hath delivered to the ſaid *R. B.* Party hereto, the ſaid, *&c.* ſo given to him as aforeſaid: **And whereas** the ſaid *J. W.* having diſcharged the Truſts in him repoſed by the ſaid Will on the Behalf of the ſaid *R. B.* Party hereto, to be performed, *He* the ſaid *J. W.* at the Requeſt of the ſame *R. B. Hath* agreed to aſſign and releaſe to him all his Right and Intereſt of and in the Truſt Premiſſes, in ſuch Manner as herein after is mentioned, and he the ſame *R. B. In Conſideration* thereof, *Hath* agreed to give ſuch Releaſe and Covenant to indemnify the ſaid *J. W.* in Manner as herein after alſo is mentioned: **Now this Indenture witneſſeth,** That the ſaid *J. W.* in Purſuance of his ſaid Agreement, and for and in Conſideration of the Sum of 10*s.* of, *&c.* the Receipt, *&c.* **He** the ſaid *J. W.* as far as in him lies, or can lawfully do, **Doth**, and by theſe Preſents **Doth** bargain, ſell, aſſign, alien and releaſe unto the ſaid *R. B.* Party hereto, **All** and every the herein before mentioned Meſſuage or Tenement, and the Rents, Iſſues and Profits thereof, and all and ſingular other the Hereditaments and Premiſſes, which in and by the ſaid in Part recited Will were thereby given or deviſed, *In Truſt*, or to or for the Uſe and Benefit of the ſaid *R. B.* Party hereto, as aforeſaid, *And* all the Eſtate, *&c.* by virtue of the ſaid Will, or otherwiſe howſoever; **To have and to hold** all and ſingular the herein before mentioned and intended to be hereby aſſigned and releaſed Meſſuages or Tenements, Rents and Premiſſes, with their Appurtenanees, unto and to the Uſe of the ſaid *R. B.* Party hereto, his Heirs, Executors and Aſſigns from henceforth, for and during all ſuch Eſtate and Eſtates and Intereſts, as he the ſaid *J. W.* now hath, or can or may claim therein by virtue of the ſaid Will or otherwiſe; **Subject nevertheleſs** to the Payment of the before mentioned Annuity of 5*l.* and weekly Sum of 5*s.* to the ſaid *W. B.* during his Life, and alſo to ſuch Uſes, and that in ſuch Manner as in the ſaid in Part recited Will are mentioned and expreſſed, and which by virtue of —— now remains in Force, and not performed touching the ſame Premiſſes: **And**, &c. (*Covenants, done no Act.*) **And this Indenture further witneſſeth,** That to the Intent the ſaid *J. W.* may be releaſed and diſcharged from his Truſt aforeſaid, and in Conſideration that the before mentioned —— hath been ſo delivered to him as aforeſaid, the Receipt whereof is by him hereby acknowledged, and he thereof doth acquit, *&c.* and alſo in Conſideration of the Aſſignment ſo hereby made to him as aforeſaid, and alſo in Performance of his before mentioned Agreement, **He** the ſaid *R. B.* Party hereto, **Hath**, and by theſe Preſents for himſelf, his Heirs, Executors and Adminiſtrators, **Doth** abſolutely remiſe, releaſe, diſcharge and for ever quit-claim unto the ſaid *J. W.* his, Heirs, Executors and Adminiſtrators, all and every Sum and Sums of Money, Actions and Suits, Claims and Demands whatſoever, both in Law and Equity, which he the ſame *R. B.* by virtue of the ſaid Will, now hath, or can or may have, claim, challenge or demand againſt the ſaid *J. W.* for, upon Account, or by Reaſon or Means of his acting in or of any Breach or Non-performance made by him of any of the Truſts thereby in him ſo repoſed as aforeſaid, and which were by him the ſaid *J. W.* thereby to be paid, done and performed to the ſaid *R. B.* Party hereto, or for, by Reaſon or on Account of any other Matter, Cauſe or Thing whatſoever, from the Beginning of the World to the Day of the Date of theſe Preſents: **And** the ſaid *R. B.* Party hereto, for himſelf, his Heirs, Executors and Adminiſtrators, and for every of them, doth covenant with the ſaid *J. W.* his Heirs, Executors and Adminiſtrators, by theſe Preſents, that he the ſame *R. B.* Party hereto, his Heirs, Executors and Adminiſtrators, ſhall and will at all Times hereafter ſave, keep harmleſs and indemnified the ſaid *J. W.* his Heirs, Executors and Adminiſtrators, and his, their and every of their Lands, Tenements, Goods and Chattels, of and from all Coſts, Charges and Damages, which ſhall or may at any Time hereafter ariſe, happen, come or fall upon him, them, or any of them, or which he, they, or any of them ſhall or may pay, ſuſtain, ſuffer or be put unto, for, by Reaſon or on Account of the Truſt ſo repoſed in him as aforeſaid, or the Aſſignment and Releaſe by him hereby made, or any Thing herein contained, other than and except —— or any Breach of his Covenant herein contained. (*Covenant, done no Act to incumber the ſaid Premiſſes.*) **In Witneſs**, &c.

Aſſignment.

Releaſe.

A Covenant to indemnify, *&c.*

An Assignment of the Moiety of two Trust Terms, in order to sever the Jointenancy of the Trustees.

THIS Indenture, &c. Between the Right Honourable Sir *J. T.* Knt. Master of the Rolls, and one of her Majesty's most Honourable Privy Council, of the one Part, and *J. T.* Esq; Son of the said Sir *J. T.* and *E. L.* of the Rolls in the County of *Middlesex*, Gent. of the other Part. Whereas by virtue of one Indenture of seven Parts, bearing Date, &c. All that, &c. *are vested* in the Right Honourable *T.* Lord Viscount *W.* and the said Sir *J. T.* for the Residue and Remainder of a certain Term of 500 Years in the same Indenture mentioned, and which commenced from the making of a certain Indenture of Mortgage of the same Premisses bearing Date the, &c. *In Trust nevertheless* for the Honourable *H. L. J.* an Infant therein named: And whereas also, by virtue of the same Indenture of seven Parts, All that, &c. *are vested* in the said *T.* Lord Viscount *W.* and Sir *J. T.* for the Term of 1500 Years, commencing from the Day next before the Day of the Date of the same Indenture of seven Parts; *In Trust also* for the said *H. L. J. Both* which said Terms of 500 Years and 1500 Years are vested in the said Trustees, as and for a Security for the Principal Sum of 10700 *l.* (being the proper Monies of the said *H. L. J.*) and all Interest due or which shall grow due for the same, as by the said Indenture of seven Part, Relation, &c. Now this Indenture witnesseth, that to the Intent to sever the Jointenancy of and in the said several Terms of 500 Years and 1500 Years, so vested in the said *T.* Lord Viscount *W.* and Sir *J. T.* as aforesaid, and to prevent any Right of Survivorship taking Place as to the same, and for and in Consideration of the Sum of 5 *s.* of lawful *British* Money to the said Sir *J. T.* in Hand paid by the said *J. T.* and *E. L.* at, &c. the Receipt, &c. He the said Sir *J. T.* hath assigned, transferred and set over, and by, &c. Doth, &c. unto the said *J. T.* and *E. L.* One full undivided Moiety or Half-Part (the whole into two equal Parts to be divided) of all and every the said several and respective Manors, &c. and all and singular other the Premisses so vested in the said *T.* Lord Viscount *W.* and Sir *J. T.* for the Residue and Remainder of the said several and respective Terms of 500 Years and 1500 Years as aforesaid, and every Part and Parcel of them, and of every of them, with their and every of their Rights, Members and Appurtenances, and the Reversion, &c. and all the Estate, &c. of him the said Sir *J. T.* in, to or out of the same Premisses, or any and every Part or Parcel thereof; To have and to hold the said undivided Moiety or Half-Part (the whole into two equal Parts to be divided) of all and every the said several and respective Manors, &c. and all and singular other the Premisses herein before mentioned and intended to be hereby assigned, and every Part and Parcel thereof, with their and every of their Rights, Members and Appurtenances, unto the said *J. T.* and *E. L.* their Executors, Administrators and Assigns from henceforth, for and during the Rest, Residue and Remainder of the said several and respective Terms of 500 Years and 1500 Years therein respectively yet to come and unexpired; In Trust nevertheless for, and to and for the only Use and Benefit of the said *H. L. J.* her Executors, Administrators and Assigns. In Witness, &c.

LI. Of (*a*) Wages.

An Assignment of Sailor's Wages due for his Service on Board a Merchant Ship and Ship of War, for Payment of a Debt.

TO all, &c. *H. S.* of, &c. sends Greeting. Know ye, that for and towards Payment of the Debt or Sum of Money which the said *H. S.* oweth and is indebted to *T. S.* of, &c. at the Sealing hereof, He the said *H. S.* hath assigned and set over, and by, &c. Doth, &c. unto the said *T. S.* All such Sum and Sums of Money as now are due and payable to him for his Wages, for his Service on Board the Ship *G. O. C.* Master, and his Majesty's Ship the *C.* and all his Right, Title, Claim and Demand, of, in and to the same; To have, hold and receive the same unto the said *T. S.* his, &c. to his and their own Use and Uses, for and towards Payment of the said Debt as aforesaid: And for the better Recovery and Receiving the same, the said *H. S.* doth hereby make, &c. the said *T. S.* his, &c. his true and lawful Attorney irrevocable to demand, sue for, recover and receive as well of and from the Owners

(*a*) See Assignment of Salaries and Sailors Tickets, *antea*.

of

of the ſaid Ship *G.* as of and from the Right Honourable the Treaſurer of his Majeſty's Navy, and all others whom it may concern, all the ſaid Wages ſo due and payable to him for his Service in the ſaid Ships reſpectively herein before aſſigned, and upon Recovery, *&c.* and to do, *&c.* and doth thereby ratify, *&c.* And the ſaid *H. S. &c.* (*Covenants, has not releaſed, and to do any further Act.*) In Witneſs, &c.

(*b*) Attornments.

For one Tenant, atteſted by Witneſſes.

By (*c*) *Indorſement.*

Memorandum, That after the Sealing and Delivering of the within written Deed (*or* Grant, *&c.*) the within named *A. B.* being Tenant for Term of Life, (*&c.*) (*or* being preſent Tenant, *&c. as the Caſe requires*) of the Lands, Tenements and Hereditaments, *&c.* within mentioned, having heard the ſaid Deed read, and having taken particular Notice and Knowledge of the Contents thereof (*or* underſtanding the Effect of the within written Deed (Grant) thereof made unto the within named *C. D.*) Did on the —— Day of —— in the Year —— aſſent and agree to the ſame Deed (Grant, *&c.*) in every Reſpect as the ſame is within written; and Did therefore attorn Tenant to the within named *C. D.* (*or* to him the ſaid *C. D. if mentioned before*) upon the ſaid Deed (Grant) and in Teſtimony thereof did give 6*d.* of lawful *Britiſh* Money unto him the ſaid *C. D.* in the Name of Attornment, in the Preſence of us whoſe Names as hereunto ſubſcribed.

A. B.
C. D.
E. F. &c.

Or ſay thus:

—— Did the, *&c.* in the Year, *&c.* attorn Tenant unto the within named *C. D.* upon the ſaid Grant, according to the Form and Effect thereof, by the Payment of 6*d.* of lawful, *&c.* in the Name of Attornment, in the Preſence, *&c.*

An Attornment ſubſcribed by ſeveral Tenants, and atteſted.

We whoſe Names are hereunder ſubſcribed, being the preſent Tenants, (*&c.*) of, *&c.* underſtanding, *&c.* Do aſſent, *&c.* and Do therefore attorn, *&c.* and in Teſtimony of ſuch Attornment, each and every of us Did give, *&c.* and alſo have hereunto ſubſcribed our Names the —— Day of, *&c.*

Witneſs,
Y. Z.
X. Y.

A. B.
C. D.
E. F.

Another.

Memorandum, That the Perſons whoſe Names are under written, Did the —— Day of —— attorn and become Tenants unto the above named *A. B.* according to the Purport of the Leaſe within mentioned, having Notice of the ſaid Grant; And for Proof thereof every one of them Did give unto the ſaid *A. B.* 1*d.* in the Name of Attornment.

Witneſſes hereto,
G. H.
T. R.
N. O.

A. B.
C. D.
E. F.
Tenants Names.

(*b*) See Tit. Livery of Seiſin.

(*c*) An Attornment muſt be indorſed on the Deed, or elſe declared in a ſeparate Deed. But Attornments are not ſo much in Uſe as in former Times. See Vol. I. *p.* 677. for the Law relating to this Title.

An

An Attornment of ſeveral Tenants, and only atteſted by Witneſſes.

MEmorandum, That *A.B. C.D. E.F. &c.* the Tenants and Farmers of the within mentioned Premiſſes, by virtue of ſeveral Leaſes made unto them by the within named *J.F.* having all of them had perfect Notice of the within written Grant, **Did** ſeverally attorn and become Tenants of and for their ſeveral and reſpective Intereſt in the Premiſſes, to the within named *B.A.* this preſent ——— Day of, *&c.* and the ſaid Tenants have every of them given unto the ſaid *B.A.* 1*d.* in the Name of Attornment. **In the Preſence** of, &c.

☞ *For an Attornment and Livery together in one Memorandum,* ſee Tit. **Livery of Seiſin.**

An Attornment declared by Deed Poll.

TO all, &c. I *A.B.* of, *&c.* ſend Greeting. **Whereas** I the ſaid *A.B. Have* and *Hold* for the Term of, *&c.* one Tenement, *&c.* of *C.D.* and being at preſent ſatisfied that *C.D.* hath by his Deed bearing Date, *&c.* granted, *&c.* unto *E.F.* of, *&c.* the, *&c.* as by, *&c.* **Now know ye,** that I the ſaid *A.B.* Tenant of the ſaid Tenement, of my free Will have attorned Tenant unto the ſaid *E.F.* by Payment unto him of 1*d.* in the Name thereof, **And do** by theſe Preſents conſent to ſuch Grant, and, as much as in me lies, ratify and confirm the ſame. **In Witneſs,** &c.

Another by Indenture.

THIS Indenture, &c. **Between** *A.B.* of, *&c.* of the one Part, and *C.D.* of, *&c.* of the other Part. **Whereas** the ſaid *A.B.* is Tenant, *&c.* of, *&c.* by virtue of, *&c.* **And whereas** the ſaid *J.F.* by his Deed indented, *&c.* hath granted unto the ſaid *&c.* to the ſaid *C.D. As* in and by, *&c.* **Now this Indenture witneſſeth,** that the ſaid *A.B.* for divers good Cauſes, *&c.* **Hath** conſented, agreed, attorned and become Tenant, and by, *&c.* **Doth** conſent, agree and become Tenant to the ſaid *C.D.* and to the ſaid Grant to him made of the ſaid, *&c.* **And** in the Name of Attornment and Seiſin of the Rent reſerved upon the ſaid Leaſe thereof, **Hath** at and before the Sealing of theſe Preſents paid to the ſaid *C.D.* one Half Year's Rent due at, *&c.* which the ſaid *C.D.* hath accepted of and from the ſaid *A.B.* as from his Tenant, in the Name of Seiſin thereof, and Attornment of the ſaid Grant to him thereof made as aforeſaid. **In Witneſs,** &c.

An Order for a Tenant to attorn and pay his Rent to a Purchaſer.

To *W.W.* at *F.* Houſe, in the Pariſh of *C.* in the County of *O.*

FOraſmuch as we *E.N.* Widow, *T.C.* Watchmaker, and *E.* my Wife, *A.M.G.* Widow, and *W.S.* Surgeon, and *M.* my Wife, *Have* by divers good and ſufficient Conveyances in the Law, for divers good and valuable Conſiderations, well and truly ſatisfied to us by the Right Honourable *S.* Lord Viſcount *H.* ſold and conveyed unto and to the Uſe of the ſaid Lord Viſcount *H.* and his Heirs for ever, the Meſſuage, Farm and Lands, called *F. Houſe* Farm lately rented by you of us, or ſome or one of us, and the Reverſion and Reverſions thereof, and all the yearly Rent or other Rents, iſſuing out of or payable for the ſame: **We do therefore hereby direct** and require you to attorn Tenant for the ſaid Farm to the ſaid Lord Viſcount *H.* and his Heirs, the Half Year's Rent which ſhall be due from you for the ſaid Farm at *Michaelmas Day* next. **In Witneſs** whereof we have hereto ſet our Hands this —— Day of, *&c.*

A Direction for Tenants to attorn as a Collateral Security upon a Mortgage.

By Indorſement.

—— **And** for the better and more effectual ſecuring Payment of the ſaid Sum of —— together with Intereſt and Charges as aforeſaid, unto the ſaid *B.* his Executors, *&c.* in Manner as aforeſaid, and according to the true Intent and Meaning of theſe Preſents; **He** the ſaid *A.*

Doth hereby direct All and every the preſent Tenants of the within and above demiſed Premiſſes, to attorn and become Tenants to the ſaid *C.* during the Life of him the ſaid *A.* and from henceforth during his Life (after deducting thereout the Land-Tax payable for the ſaid Premiſſes) to pay to the ſaid *C.* his Executors or Aſſigns, as well the ſaid Arrears of Rent, as alſo all the Reſidue of their reſpective yearly Rents from henceforth to become due and payable; Nevertheleſs upon the ſeveral Truſts and Purpoſes aforeſaid, for and during and until ſuch Time only as the ſaid Sum of —— Intereſt and Charges ſhall be fully paid and ſatisfied, to the ſaid *B.* his Executors and Aſſigns, in Manner as aforeſaid; And that the Receipts of him the ſaid *C.* or of the ſaid *B.* their reſpective Executors, Adminiſtrators and Aſſigns, for all and every the ſaid Rents, ſhall be as good and ſufficient Diſcharges to all and every the ſaid Tenants for their reſpective Rents, as if the ſame had been actually given and ſigned by him the ſaid *A.* In Witneſs whereof the ſaid *A. B.* and *C.* have hereunto ſet their Hands and Seals this——Day of, *&c.*

Attornment thereon.

WE the ſeveral Perſons whoſe Names are hereunder (Tenants of the above demiſed and aſſigned Premiſſes) by Virtue of and in Purſuance of the Direction in the above written Indorſement mentioned, Do hereby attorn Tenants to the above named *C.* And we do hereby ſeverally agree with him to pay our reſpective Rents according to the ſaid Direction; And in Part of Payment thereof, we now ſeverally give unto the ſaid *C.* the Sum of 6*d.* a-piece as Part of our reſpective Rents, and in the Name of ſuch Attornment; As Witneſs our Hands this——Day of, *&c.*

An Attornment by a Tenant to the Agent of a Perſon, purſuant to an Order for that Purpoſe.

Whereas *A.* by Writing under his Hand, bearing Date, *&c. Hath* deſired and impowered me to attorn Tenant for the Lands I hold of him in *H.* unto *C.* by the Acceptance of her Agent *D.* and to pay her the Rent to grow due for the ſame; a Copy of which Order is indorſed on the Backſide of theſe Preſents, and which I have atteſted to be a true Copy: Now I the ſaid *B.* in Purſuance thereof, Do this —— Day of, *&c.* attorn and become Tenant to the ſaid *C.* for the Lands at *H.* which I hold of the ſaid *A.* as aforeſaid, by the Acceptance of the ſaid *D.* And in Token of ſuch my Attornment, I have paid unto the ſaid *D.* for the Uſe of the ſaid *C.* 12*d.* in Part of the Rent which will become due for the ſaid Premiſſes at *Michaelmas* next; And, in Purſuance of the Direction aforeſaid, agree that I will pay the growing Rent of the ſaid Premiſſes to the ſaid *C.* or to her Order or Uſe. Witneſs my Hand, *&c.*

An Attornment of Tenants to a Mortgagee, by the Direction of the Mortgagor.

TO all, *&c. P. G.* of —— Eſq; *(Mortgagor) R. N.* Yeoman, *W. A. J. P.* and *J. H.* Yeomen (*Tenants*) ſend Greeting. Whereas the ſaid *R. N.* holds of, and rents of the ſaid *P. G.* a certain Farm called *W.* Farm, and the ſaid *W. A.* rents Part of *T.* Farm, and *J. P.* other Part thereof, and the ſaid *J. H.* rents a Farm called *P.* And whereas the ſaid Farms are in Mortgage to *R. R.* of —— Eſq; and his Truſtees for —— *l.* Principal Money, on which Mortgage there is a great Arrear of Intereſt: And whereas the ſaid *P. G.* is willing and deſirous that the ſaid *R. R.* ſhould have the Poſſeſſion of the ſaid Premiſſes, and receive the Rents thereof; and to that End hath agreed, that the ſaid reſpective Tenants ſhall attorn and become Tenants to the ſaid *R. R.* and from henceforth pay their reſpective Rents to him the ſaid *R. R.* and his Aſſigns: Now know ye, that the ſaid *R. N. W. A. J. P.* and *J. H.* by the Direction of the ſaid *P. G.* teſtified by his being Party to, and Signing and Sealing this preſent Writing, Have attorned and become Tenants, and by theſe Preſents Do attorn and become Tenants to the ſaid *R. R.* and in Teſtimony of his Attornment have and each of them hath paid to the ſaid *R. R.* 6*d.* And the ſaid *R. N. W. A. J. P.* and *J. H.* for themſelves ſeverally, and each apart for himſelf and not jointly, and for their reſpective Heirs, Acts, Executors and Adminiſtrators, do hereby covenant and agree to and with the ſaid *R. R.* that they will from henceforth reſpectively pay their reſpective Rents due and payable for their reſpective Farms, to the ſaid *R. R.* or his Aſſigns, and ſhall not, nor will deliver Poſſeſſion of the ſaid Farms to any other Perſon, unleſs thereunto compelled

Covenant from the Tenants to pay their Rents, *&c.*

pelled by Law or Equity. **In Witneſs** whereof the ſaid *R. N. W. A. J. P.* and *J. H.* have, *&c.*

Awards.

By two Arbitrators.

TO all to whom theſe Preſents ſhall come, we *J. F.* of —— and *R. C.* of —— ſend Greeting. **Whereas** divers Suits, Variances, Controverſies, Strifes and Debates, have been and yet are depending between *R. D.* of —— and *M. C.* of —— for the appeaſing, pacifying, ordering and determining whereof the ſaid *R. D.* and *M. C.* have ſubmitted themſelves, and are become bound each to the other by their ſeveral Obligations, dated the —— in the Sum of —— with Conditions thereunder written, to ſtand to, obey, abide, obſerve, perform, fulfil and keep the Award, Order, final End, Arbitrament, Determination and Judgment of us the ſaid *J. F.* and *R. C.* Arbitrators indifferently elected and choſen, as well on the Part and Behalf of the ſaid *R. D.* as on the Part and Behalf of the ſaid *M. C.* to award, order, arbitrate, determine and judge of and concerning all and all Manner of Actions, Suits, Judgments, Executions, Accounts, Reckonings, Treſpaſſes, Controverſies and Demands whatſoever, had, made, moved, ſtirred and depending between the ſaid *R. D.* and *M. C.* from the Beginning of the World, until the Day of the Date of theſe Preſents; ſo always as the ſaid Award, Arbitrament, Determination and Judgment of us the ſaid *J. F.* and *R. C.* for and concerning the Premiſſes, be made and put in Writing under our Hands and Seals, on or before the —— as by the ſaid Obligations and Conditions doth more fully appear: **Now know ye,** that we the ſaid *J. F.* and *R. C.* Arbitrators as aforeſaid, taking upon us the Charge of the ſaid Award and Arbitrament, and having deliberately and at large heard, examined and conſidered the Allegations, Witneſſes and Evidences of both the ſaid Parties concerning the Premiſſes, and being minded to ſettle Unity and Friendſhip between them concerning the ſame, **Do** thereupon make and put into Writing this our Award, Arbitration and Judgment between the ſaid Parties, for and concerning the Premiſſes, in Manner and Form following; to wit, **Firſt** we do award, arbitrate and determine by theſe Preſents, that the ſaid *R. D.* his Executors, Adminiſtrators or Aſſigns, ſhall and will well and truly pay, *&c.* —— **And** we the ſaid Arbitrators do alſo award, *&c.* that he the ſaid *R. D.* ſhall alſo on the —— ſign and ſeal, and as his Act and Deed deliver unto the ſaid *M. C.* or to her Uſe, a general Releaſe in Writing, of all Manner of Actions, Suits, Cauſes of Action, Bonds, Bills, Covenants, Controverſies and Demands whatſoever from the Beginning of the World, unto the Day of the Date of the Obligations aforeſaid: **And further** we do award, arbitrate and determine, that the ſaid *M. C.* ſhall well and truly pay, *&c.* **And** alſo ſign, ſeal, *&c.* —— a Releaſe, *&c.* —— **In Witneſs,** &c.

Another.

TO all, &c. to whom this preſent Writing of Award indented ſhall come, *A. B. C. D.* and *E. F.* of, *&c.* ſend Greeting. **Whereas** divers Suits, *&c.* between *T. W.* and *J. S.* of, *&c.* for pacifying, *&c.* whereof he the ſaid *T. W.* and *J. S.* have bound themſelves either to the other, in, *&c.* ſeveral Obligations, *&c.* with Conditions thereunder written to ſtand to, *&c.* of the ſaid *A. B. C. D.* and *E. F.* Arbitrators indifferently elected and choſen, as well on the Part and Behalf of the ſaid *J. S.* as of the ſaid *T. W.* to award, *&c.* all Manner of Actions, *&c.* depending, *&c.* between the ſaid *J. S.* and the ſaid *T. W.* ſo that the ſaid Award were made, *&c.* on or before, *&c.* at or in, *&c.* as by the ſaid Obligations and Conditions, amongſt other Things, doth and may appear: **Now know ye,** that the ſaid *A. B. C. D.* and *E. F.* taking upon them, *&c.* and having deliberately, *&c.* do by theſe Preſents arbitrate, *&c.* of and concerning the Premiſſes, in Manner, *&c.* *Firſt* they do award, *&c.* by, *&c.* that the ſaid *J. S.* his, *&c.* or ſome of them, ſhall well and truly pay or cauſe, *&c.* unto the ſaid *T. W.* or his certain Attorney, Executors, Adminiſtrators, or ſome of them, on, *&c.* at, *&c.* 200*l.* of, *&c.* and on, *&c.* other 200*l.* of, *&c.* in full Satisfaction of 400*l.* for Payment whereof the ſaid *J. S.* ſtood bound to the ſaid *T. W.* in and by, *&c.* as thereby may appear; **Alſo** the ſaid Arbitrators do award, *&c.* that the ſaid *J. S.* his Executors and Adminiſtrators, or ſome of them, at their or ſome of their Coſts and Charges, ſhall before the, *&c.* cauſe and procure that all Suits, Bills and Informations heretofore commenced againſt the

To pay Money.

Actions to ceaſe.

ſaid *T. W.* in any Court or Courts whatſoever, either by or in the Name of the ſaid *J. S.* or by or in the Name of *H. S.* his Son, or by or in the Name of our Sovereign Lord the King, that now is, and of every or any of them, or by or in the Name of any other Perſon or Perſons, by the Conſent, Means and Procurement of them, or any of them, ſhall thenceforth ceaſe and be no further proceeded in by them, or any of them, or by the Means, Conſent or Procurement of them, or any of them, and before the, *&c.* be utterly diſcontinued and made void; **And** the ſaid Arbitrators do further award, *&c.* by, *&c.* that for the true Payment of the ſaid Sum of 400 *l.* the ſaid *J. S.* and *G. S.* within two Days next after Tender or Delivery of the one Part of this preſent Award to the ſaid *J. S.* ſhall well and ſufficiently make, ſeal and deliver as their Deeds to the ſaid *T. W.* in, *&c.* one Obligation or Writing obligatory, wherein and whereby the ſaid *J. S.* and *G. S.* ſhall acknowledge themſelves, or either of them, to be jointly and ſeverally bounden to the ſaid *T. W.* in the Sum of, *&c.* with Condition thereupon, in due Form of Law indorſed or underwritten, for the ſure Payment of the ſaid Sum of, *&c.* the ſaid Arbitrators do further award, *&c.* that the ſaid *J. S.* his Executors or Adminiſtrators, or ſome of them, ſhall and will before, *&c.* at his and their own proper Coſts and Charges, cauſe and procure to be cancelled and made void, one Recogniſance of 200 *l.* bearing Date the, *&c.* acknowledged and inrolled in the King's Majeſty's High Court of Chancery, wherein and whereby the ſaid *T. W.* ſtands bounden to the ſaid *J. S.* in the ſaid Sum, with Condition thereunto annexed, that if the ſaid *T. W.* his Heirs, Executors and Adminiſtrators, and every of them, ſhould well and truly obſerve, perform, fulfil and keep all and ſingular the Covenants, Grants, Articles and Agreements, which on his or their Parts are to be obſerved, *&c.* contained and ſpecified in one Indenture, bearing Date the, *&c.* had and made between the ſaid *T. W.* of the one Part, and the ſaid *J. S.* of the other Part, concerning the Marriage of *M. M.* Son and Heir apparent of the ſaid *T. W.* and *A. S.* Daughter of the ſaid *J. S.* according to the true Intent, Purport and Effect of the ſaid Indenture; that then the ſame Recogniſance to be void and of no Effect, or elſe to ſtand, *&c.* as by the ſaid Recogniſance and Indenture, Relation, *&c.* **And alſo** that the ſaid *J. S.* his, *&c.* or ſome of them, ſhall and will before the Feaſt of, *&c.* deliver or cauſe to be delivered up unto the ſaid *T. W.* the ſaid Indenture of Covenant, his Executors or Adminiſtrators, or any of them, in the ſaid now Dwelling-Houſe of the ſaid *T. W.* the ſaid Indenture of Covenant concerning the aforeſaid Marriage cancelled or to be cancelled; **In Conſideration** whereof it is further ordained, *&c.* by the ſaid Arbitrators, that he the ſaid *T. W.* do and ſhall within two Days next after, *&c.* at, *&c.* make, *&c.* to the ſaid *J. S.* **In Witneſs** whereof the ſaid Arbitrators to both Parts of this preſent Award indented have ſet their Hands, *&c.*

That a Bond ſhall be given for Payment of the Money.

That a Recogniſance in Chancery ſhall be cancelled.

To cancel Marriage Articles.

An Award purſuant to a Clauſe in Articles of Agreement for Repairing a Houſe, whereby all Differences were agreed to be determined by Arbitration.

To all, &c. **We** *B. T.* of, *&c.* Carpenter, and *M. R.* of, *&c.* Carpenter, ſend Greeting. **Whereas** by certain Articles of Agreement, bearing Date, *&c.* and made between *A. Y.* Widow, *W. B.* Eſq; and *T. B.* Soapmaker, of the one Part, and *J. L.* Carpenter, of the other Part, *He* the ſaid *J. L.* in Conſideration of 120 *l.* to be paid to him as therein after mentioned, *Did* covenant with the ſaid *A. Y. W. B.* and *T. B.* that he the ſaid *J. L.* at his Charge, would on or before, *&c.* in a compleat and Workmanlike Manner, and with good ſubſtantial Materials of all Sorts, make the ſeveral Alterations, Reparations and Amendments to a Meſſuage, ſituate, *&c.* in ſuch Manner as therein is particularly mentioned and ſet forth; *In Conſideration* whereof they the ſaid *A. Y. W. B.* and *T. B.* did thereby covenant with the ſaid *J. L.* that they the ſaid *A. Y. W. B.* and *T. B.* ſhould and would pay by equal Proportions unto the ſaid *J. L.* the ſaid Sum of 120 *l.* in Manner as follows, *viz.* the Sum of 50 *l.* Part thereof, on the, *&c.* then next, and the Sum of 70 *l.* Reſidue thereof, within 14 Days next after the ſaid Meſſuage ſhould be compleatly repaired and amended in Manner as therein before mentioned, and that it ſhould be lawful for the ſaid *J. L.* to have the old Materials as ſhould not be uſed in Repairing the Premiſſes to his own Uſe; **And** it was thereby mutually agreed between the ſaid Parties, that if any Diſpute ſhould ariſe between them relating to the Performance of the ſaid Articles, that then the ſame ſhould be forthwith left to the Determination of two indifferent Perſons as Arbitrators; the one to be named by the ſaid *A. Y. W. B.* and *T. B.* and the other by the ſaid *J. L.* or to an Umpire to be choſen by the ſaid Arbitrators in caſe of their Diſagreement, and what Award or Umpirage ſhould be made in Writing under their Hands and Seals ſhould be final; *Provided* the ſame be ſo made within 14 Days next after the ſaid Perſons ſhould be ſo named and choſen, *As* by, *&c.* **And whereas** the ſaid *J. L.* hath at his Charge made ſuch Alterations, Reparations and Amendments

Recital of Articles of Agreement for Repairing a Houſe,

with Covenant, that if any Diſputes ſhould ariſe, they ſhould be referred to Arbitrators.

Repairs done.

Amendments of the ſaid Meſſuage, purſuant to his Covenant contained in the ſaid Articles for that Purpoſe with the ſaid *A. Y. W. B.* and *T. B.* and he the ſaid *J. L.* hath received of the ſaid *A. Y.* the Sum of 50*l.* being the firſt Payment in the ſaid Articles, and alſo the further Sum of 15*l.* (making together the Sum of 65*l.*) which exceeds the ſaid *A. Y.*'s third Part and Proportion of the Sum of 120*l.* mentioned in the ſaid Articles, by the Sum of 25*l.* and there now remains to be paid to the ſaid *J. L.* by the ſaid *W. B.* and *T. B.* according to the ſaid Articles, the further Sum of 55*l.* **And whereas** ſome Diſputes having ſince aroſe touching his the ſaid *J. L.*'s making ſuch Reparations as aforeſaid, the ſame were on the, *&c.* referred to us the ſaid *B. T.* and *M. R.* as Arbitrators indifferently named and choſen by and between the ſaid Parties reſpectively, to make our final Determination therein: **Now know ye**, that we the ſaid Arbitrators having carefully inſpected and viewed the ſeveral Alterations, Reparations and Amendments done in and to the ſaid Meſſuage or Tenement by the ſaid *J. L.* **Have** thought fit, and we **Do** hereby award that the Sum of 5*l.* ſhall be deducted out of the ſaid Sum of 55*l.* ſo remaining to be paid to the ſaid *J. L.* as aforeſaid, and that the ſaid 5*l.* ſhall be forthwith laid out in further Repairs of the ſaid Meſſuage; **And** we the ſaid Arbitrators **Do** hereby agree and declare, award, adjudge and determine, that there is now juſtly due and ought to be paid to the ſaid *J. L.* (excluſive of the ſaid Sum of 65*l.* ſo paid to him, and of the ſaid Sum of 5*l.* hereby agreed by us the ſaid Arbitrators to be ſo deducted as aforeſaid) the full Sum of 50*l.* of, *&c.* **Which** ſaid Sum of 50*l.* we do hereby order and award ſhall be paid by them the ſaid *W. B.* and *T. B.* unto the ſaid *J. L.* at, *&c.* on, *&c.* next, between the Hours of 10 and 11 o'clock in the Forenoon of the ſame Day; **And** we do hereby further Award that the Sum of 4*l.* 5*s.* 6*d.* being the Expences and Charges incident to this Arbitration, ſhall be paid by them the ſaid *A. Y. W. B. T. B.* and *J. L.* in equal Shares. **In Witneſs** whereof we the ſaid *B. T.* and *M. R.* the ſaid Arbitrators, have to this our Award ſet our Hands and Seals this, *&c.*

Money received in Part. Money remaining. Diſputes about the Repairs. Award.

An Award to end Differences brought into Chancery and ſubmitted to Arbitration by Agreement, which Agreement on Motion was made an Order of Court.

To all, &c. we *J. H.* and *J. M.* of *London*, Merchants, ſend Greeting: **Whereas** *G. W.* of, *&c. Did* provide Cordage for the Uſe of the Ship called the *B.* Gally: **And whereas** Differences and Diſputes having afterwards ariſen betwixt the ſaid *G. W.* and *J. W.* of, *&c.* Eſq; *R. B.* of, *&c.* Shipwright, and *T. H.* of, *&c.* Merchant, Part-owners of the ſaid Ship, concerning the paying the ſaid *G. W.* for the ſaid Cordage, and concerning the Proportions each of them the ſaid *J. W. R. B.* and *T. H.* ſhould contribute towards the ſame: **And whereas** the ſaid *G. W.* exhibited his Bill of Complaint in the High and Honourable Court of Chancery, againſt the ſaid *J. W. R. B.* and *T. H.* for the Recovery of the Money due to the ſaid *G. W.* for the ſaid Cordage, and after Anſwer put in by the ſaid Defendant to the ſaid Bill, and divers Witneſſes examined in the ſaid Cauſe, the ſaid Parties, Plaintiff and Defendant, did ſubmit the Premiſſes to the Arbitration, final End and Determination of *W. P. W.* Eſq; and of the ſaid *J. H.* and *J. M.* **And whereas** afterwards by an Order made in the ſaid Court of Chancery by the Right Honourable Sir *J. T.* Knt. Maſter of the Rolls, bearing Date, *&c.* thereby mentioning or ſetting forth (among other Things) that upon Motion made the ſaid ——Day of, *&c.* unto the ſaid Court by Mr. *T.* of Counſel for the ſaid *G. W.* and upon producing of an Agreement ſigned by the ſaid Parties Plaintiff and Defendants, and their reſpective Clerks in Court and Solicitors, dated the, *&c.* whereby it was agreed, that all the Matters in Difference between or among the ſaid Parties, or any of them, mentioned or ſet forth in the Bills exhibited in the ſaid Cauſe and a Croſs Cauſe, wherein the ſaid *T. H.* was Plaintiff, and the ſaid *J. W. R. B.* and *G. W.* were Defendants, or either of ſaid Cauſes were left and referred to the Arbitration, final End and Determination of the ſaid *W. P. W. J. H.* and *J. M.* or any two of them, ſo as the ſaid Arbitrators, or any two of them, ſhould make their Award in Writing under their Hands and Seals, ready to be delivered to the ſaid Parties in Difference, or ſuch of them as ſhould deſire the ſame, before the, *&c.* and that upon producing of a ſubſequent Agreement, ſigned by the Parties aforeſaid, dated the, *&c.* whereby it was agreed, that the Time limited by the aforeſaid Agreement for the aforeſaid Referees, or any two of them, to make their Award purſuant to the aforeſaid Agreement, be inlarged unto the firſt Day of the next Term, and that any Award to be made by the ſaid Referees, or any two of them, in the Manner before mentioned, was to be as good and effectual as if made on or before the third Inſtant; it was prayed that the ſaid Agreement might be made an Order of the ſaid Court, which his Honour was pleaſed to order accordingly, as by the ſaid Order, duly entered in the ſaid Court, may more fully appear: **And whereas** we the ſaid *J. H.* and *J. M.* two of the ſaid Arbitrators, in Purſuance

Cordage found for a Ship. Differences between him and the Part-owners. Bill in Chancery. Anſwer. Interrogatories. Submiſſion to Arbitration. Order in Chancery, ſetting forth Agreement of Reference. Subſequent Agreement for further Time, whereby ſaid Agreements were made an Order of Court.

ſuance of the ſaid Submiſſion and Order, have taken upon us the Charge of the ſaid Arbitrament, and have deliberately heard, examined and conſidered all Matters in Difference between or amongſt the ſaid Parties, and their Allegations, Anſwers and Proofs in that Behalf alledged, made and produced: **Now therefore** we the ſaid *J. H.* and *J. M.* by this preſent Writing under our Hands and Seals, **Do** make, deliver and give up our final Award, Arbitrament, Ordinance and Judgment concerning the Premiſſes to us ſubmitted, as aforeſaid, in Manner and Form following; that is to ſay, Firſt, we do by theſe Preſents award, arbitrate and ordain, that all the ſaid Suits between the ſaid Parties, (other than upon the ſaid Order or Orders of Reference, and for the compelling the Performance of the Award hereby made) ſhall from henceforth utterly ceaſe and determine; **And** in Regard that we find that there is due to the ſaid Plaintiff *G. W.* for the ſaid Cordage, provided by him for the ſaid Ship, the Sum of 216*l.* and that he the ſaid *G. W.* in ſuing for and in Defence of the ſame, has expended upwards of the Sum of 70*l.* both which ſaid Sums amount in the whole to the Sum of 286*l.* **We** do by theſe Preſents award, arbitrate and ordain, that the ſaid *J. W.* his Executors and Adminiſtrators, ſhall well and truly pay, or cauſe to be paid unto the ſaid *G. W.* his Executors, Adminiſtrators or Aſſigns, the Sum of, *&c.* (being 13 16th Parts of the ſaid Sum of, *&c.*) in Manner, *&c.* and that upon full Payment of the ſaid Sum of, *&c.* in Manner as aforeſaid, we do hereby award, arbitrate and ordain, that the ſaid *G. W.* and *J. W.* do reſpectively ſeal, execute and deliver to each other mutual General Releaſes of all Actions, Cauſe and Cauſes of Action and Actions, Suits, Quarrels, Accounts, Demands whatſoever, any ways relating or concerning the Premiſſes to us ſubmitted as aforeſaid, from the Beginning of the World until the ſaid, *&c.* being the Time of the Submiſſion; **And** we do hereby further award, arbitrate and ordain, that the ſaid *R. B.* his Executors and Adminiſtrators, ſhall well and truly pay, or cauſe to be paid unto the ſaid *G. W.* his Executors, Adminiſtrators or Aſſigns, the Sum of, *&c.* (being, *&c.*) upon the, *&c.* and that upon full Payment of the ſaid Sum of, *&c.* at the Time aforeſaid, **We** do hereby award, arbitrate and ordain, that the ſaid *G. W.* and *R. B.* do reſpectively ſeal, *&c.* mutual General Releaſes of all Actions, *&c.* **And alſo** we do hereby further award, arbitrate and ordain, that the ſaid *T. H. &c.* (*as before*). **In Witneſs,** &c.

Conſideration of the Arbitrators as to the Premiſſes. Award.

An Award made by Order of Chancery to be confirmed by a Decree.

To all, &c. *A. B.* of, *&c.* and *C. D.* of, *&c.* ſend Greeting. **Whereas** by an Order of the High Court of Chancery, bearing Date, *&c.* between *E. F. &c.* Plaintiff, and *G. H. &c.* Defendant, alſo between the ſaid *G. H.* Plaintiff, againſt the ſaid *E. F.* Defendant, *It was ordered* by and with the Conſent of all the ſaid Parties, that all the Matters and Differences contained and mentioned in the ſaid ſeveral Suits, as they then ſtood in Court, ſhould ſtand referred to us the ſaid *A. B.* and *C. D.* and what Order or Award we ſhould make therein, ſhould be final and concluding to all Parties, ſo as the ſaid Award were publiſhed under our Hands and Seals, before the, *&c.* as by the ſaid Order, Relation, *&c.* (amongſt other Things) it doth, *&c.* **Know ye,** that we the ſaid *A. B.* and *C. D.* having divers Times heard the Parties to the ſaid ſeveral Suits, and examined the ſeveral and reſpective Allegations and Pretences therein contained, to the Intent, and that final End and Concluſion may be of the ſaid ſeveral Suits and Controverſies, to every Matter and Thing in Difference relating thereunto between the ſaid Parties, do hereby make and publiſh our Award touching and concerning all and ſingular the Matters to us referred as aforeſaid, in Manner and Form following; that is to ſay, **Whereas** the ſaid *E. F.* did, *&c. Firſt we do order* and award, that all and every the Plaintiffs and Defendants in the ſaid ſeveral Suits to us referred, ſhall ſeal and execute to each other Releaſes touching all and every the Matters and Things contained or mentioned in the ſaid ſeveral Suits, as by any of the ſaid Parties to the ſaid Suits ſhall at any Time within a Year next enſuing be reaſonably required; **And ſecondly,** to be at the only Coſts and Charges of ſuch of the ſaid Parties, in whoſe Behalf the ſame ſhall be required, ſo the ſaid Releaſes do not extend to bar or diſcharge any Matter or Thing hereby awarded to be done or performed; **Thirdly we do award,** that all and every the Suits between the ſaid Parties to us referred, ſhall ceaſe, and that no other or further Proceedings, Proſecutions in Law or Equity, be at any Time hereafter had, commenced or proſecuted by them, or any of them, their Heirs, Executors or Aſſigns, for or concerning any the Matters or Things in the ſaid ſeveral Suits contained, and that the Bills now depending againſt each other ſhall be diſmiſſed without Coſts of either Side. **In Witneſs,** &c.

Order. To execute Releaſes. Cauſes to ceaſe, and Bills be diſmiſſed without Coſts.

Upon a Rule of Reference made at the Trial of a Cauſe.

Whereas at a Sitting of *Niſi Prius* held at *Weſtminſter-Hall* for the County of *Middleſex*, before the Right Honourable Sir *R.E.* Knt. Lord Chief Juſtice of his Majeſty's Court of Common Pleas at *Weſtminſter*, the —— Day of —— laſt, a Cauſe came on then to be tried, wherein *R.F.* was Plaintiff, and *W.T.* of —— Defendant, and on ſuch Trial by Conſent of both Parties, their Counſel and Attornies, an Order or Rule was then made, that the ſaid Cauſe, and alſo one other Cauſe depending between the ſame Parties in the Court of Common Pleas, ſhould be referred to *T.B. B.J.* and *N.C.* the three Foremen of the Jury impanelled and ſworn to try the ſaid Cauſe, or any two of them, to hear and determine all the ſaid Differences, ſo as the ſaid *T.B. B.J.* and *N.C.* or any two of them, ſhould make and publiſh their Award in Writing, on or before the —— Day of —— next: **Now we** the ſaid *T.B. B.J.* and *N.C.* in Purſuance of the ſaid Order or Rule of Reference having heard both the ſaid Parties, their Allegations and Anſwers, touching the Matters in Difference between them, and having thoroughly conſidered of the ſame, **Do award**, order and adjudge of and upon the Premiſſes, in Manner and Form following. **Imprimis**, we do award and order, that the ſaid *R.F.* ſhall conſent that the Sum of —— paid him into the ſaid Court of Common Pleas, be received out of the ſaid Court by him the ſaid *W.T.* to the proper Uſe of him the ſaid *W.T.* **Item**, we do award and order, that the ſaid *R.F.* ſhall well and truly pay, or cauſe to be paid unto the ſaid *W.T.* the Sum of —— on the —— Day of —— next, at the Houſe of *T.R.* ſituate in —— commonly called —— between the Hours of —— and —— of the Clock of the ſame Day: **Item**, we do award and order, that the ſaid *W.P.* ſhall upon the Receipt of the ſaid —— out of the ſaid Court of *C.P.* and on Payment of the ſaid Sum of —— execute unto the ſaid *R.F.* a * General Releaſe of the Matters to us referred, and that the ſaid *R.F.* ſhall at the ſame Time execute unto the ſaid *W.T.* the like Releaſe. **In Witneſs**, &c.

* See the Form under Tit. Releaſe.

An Award by an Umpire who was nominated in the Bond of Arbitration.

To all, &c. I *J.K.* of —— ſend Greeting: **Whereas** divers Suits, *&c.* (*as in the firſt Precedent to*) Determination and Judgment of *J.F.* and *R.R.* Arbitrators, *&c.* (*as in the ſame to*) under our Hands and Seals, on or before —— and if the ſaid Arbitrators ſhould not make their ſaid Award in Writing aforeſaid, on or before the ſaid —— then the ſaid Parties are to ſtand to, obey, abide, obſerve, perform and keep the Award, Umpirage, final End and Judgment of me the ſaid *J.K.* Umpire, indifferently choſen between the ſaid Parties for ending the Differences aforeſaid, ſo as my ſaid Award and Umpirage was made in Writing under my Hand and Seal, ready to be delivered to the ſaid Parties at, *&c.* on, *&c.* as by the ſaid ſeveral Obligations and Conditions thereof may appear: **And whereas** the ſaid *J.F.* and *R.R.* did not make their Award between the ſaid Parties by the Time limited by the ſaid Bonds of Arbitration as above mentioned, whereby the Compoſing, Pacifying and Ordering the ſaid Differences and Matters and Diſputes, depends wholly upon me: **Now know ye**, that I the ſaid *J.K.* having taken upon me the Charge and Buſineſs of the ſaid Award, and being willing to ſet the ſaid Parties at Peace and Concord, by making a final End of the Controverſies between them, and having by good Advice and Deliberation heard and examined the Titles, Allegations and Proofs of both the ſaid Parties concerning the ſaid Premiſſes in Diſpute, do, with the Conſent of both the ſaid Parties, make, publiſh, declare and deliver this my Award concerning the ſaid Premiſſes, in Manner and Form following, (*to wit*), **Firſt**, I finally award, judge and determine, that, *&c.* **Secondly**, &c. **In Witneſs**, &c.

The Nomination of an Umpire by two Arbitrators, who could not conclude the Differences to them referred.

To all, &c. we *A.* and *B.* of, *&c.* ſend Greeting. **Whereas** *C.* and *D.* of, *&c.* by Obligation bearing Date, *&c.* have bound themſelves reciprocally to ſtand to the Award of us the ſaid *A.* and *B.* to be given up in Writing, of all Differences depending between them on or before the Day of the Date hereof, and in caſe no Award ſhould be made by us the ſaid Arbitrators on or before the ſaid Day in Concluſion of the Premiſſes, then to ſtand to the final Determination of ſuch Perſon that ſhould be choſe Umpire by us the ſaid Arbitrators, for the final Concluſion of the Premiſſes to be given up by the ſaid Umpire on or before, *&c.* as by the ſaid Obligation and Condition thereof more plainly may appear: **Now know ye**, that we

we the ſaid *A.* and *B.* Arbitrators aforeſaid, having not concluded and agreed upon the Premiſſes to us referred as aforeſaid, and alſo deſiring that a full End and final Concluſion may at length be made between the ſaid Parties concerning the Premiſſes, **Do** hereby, according to the Power to us granted by the ſaid Obligation, nominate, determine and appoint *F.* of, *&c.* to be the ſole and only Umpire in the Premiſſes to conclude, end, determine and finally to finiſh **All** the Matters, Demands and Differences in Controverſy between the ſaid Parties; **Which** Umpirage and final Concluſion of the Premiſſes to be given up by the ſaid *F.* in Writing indented under his Hand and Seal, ready to be delivered unto the ſaid Parties in Controverſy at the Shop of *J. W.* in, *&c.* on or before, *&c.* **In Witneſs,** &c.

An Award of an Umpire choſen by the Arbitrators.

TO all, &c. I *S. C.* of, *&c.* ſend Greeting. **Whereas** ſome Differences have ariſen, and do now depend undecided between *H. A.* of, *&c.* and *M. R.* of, touching, *&c.* **And whereas** the ſaid *H. A.* for his Part, and the ſaid *M. R.* for his Part, did refer all Differences concerning the ſaid, *&c.* to the Arbitration and Ending of *R. K.* and *W. W.* of *London*, Merchants, who not agreeing in their Award, were to chuſe an Umpire to ſet a final End to the ſaid Differences: **And whereas** the ſaid *R. K.* and *W. W.* did give a Meeting to the ſaid Parties about the ſaid, *&c.* but could not agree to make their Award therein, and therefore have made Choice and named me the ſaid *S. C.* to be Umpire in the Premiſſes, as the ſaid Parties themſelves have acquainted me, at whoſe Requeſt I have heard what each Party have alledged againſt the other touching the ſaid Bargain; and being willing, as much as in me lies, to ſet the ſaid Parties at Unity and good Accord therein, I do hereby declare and ſet down my Award and Umpirage between them, (that is to ſay) **Know ye,** that I the ſaid *S. C.* do award, that the ſaid *M. R.* ſhall pay unto the ſaid *H. A.* or his Aſſigns, the ſaid Sum of, *&c.* **Alſo,** &c. **In Witneſs** &c.

(a) Bargain and Sale.

Firſt, Of Lands, &c.

Note; *In all Bargains and Sales of Lands there muſt be ſome Conſideration given, or expreſſed to be given: For if Money, or other Thing, be indeed given, though not expreſſed, it may be averred in Pleading; and if ſo proved, the Bargain,* &c. *will be good: And if it be expreſſed in the Deed, that Money is paid as the Conſideration, no Averment will lie againſt it.*

An Indenture of Bargain and Sale, with good Covenants.

THIS Indenture made, *&c.* the 13th Day of *S.* in the ſecond Year of the Reign of our Sovereign Lord *George*, &c. **Between** *J. K.* the Elder, of *H.* in the County of *M.* Gent. *J. K.* the Younger, Son and Heir apparent of the ſaid *J. K.* the Elder, and *J. M.* Gent. Son and Heir of *J. M.* late of *T.* in the County of *S.* Gent. deceaſed, of the one Part, and *E. R.* of *L.* in the ſaid County of, *&c.* of the other Part, *Witneſſeth*, That for and in Conſideration of the Sum of 300*l.* of lawful Money of *Great Britain* to the ſaid *J. K.* the Elder, in Hand paid by the ſaid *E. R.* at or before the Enſealing and Delivery of theſe Preſents (the Receipt and Payment whereof the ſaid *J. K* the Elder doth hereby acknowledge, and thereof, and of every Part and Parcel thereof, doth clearly exonerate, acquit and diſcharge the ſaid *E. R.* his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, for ever, by theſe Preſents,) and for the ſeveral Sums of 5*s.* of like lawful Money of *Great Britain* to the ſaid *J. K.* the Younger, and *J. M.* in Hand paid by the ſaid *E. R.* at and before the Enſealing and Delivery of theſe Preſents (the Receipt whereof the ſaid *J. K.* the Younger, and *J. M.* do alſo hereby ſeverally acknowledge, *&c.*) *They* the ſaid *J. K.* the Elder, *J. K.* the Younger, and *J. M. Have* granted, bargained, ſold, aliened, enfeoffed and confirmed, and by theſe Preſents *Do*, *&c.* unto the ſaid *E. R.* his Heirs and Aſſigns for ever, *All that* Meſſuage or Tenement and Farm called *H.* Farm, with the Appurtenances, ſituate, lying and being in *H.* aforeſaid, in the ſaid County of *M.* and all thoſe thirty Acres of Land and Paſture, and all thoſe eight Acres of Meadow lying incloſed

Conſideration.

Words of Grant.

Parcels to be particularly deſcribed with ſuch General Words as relate thereto. For General Words, ſee

(a) For the Law concerning Bargains and Sales, ſee Vol. I. *p.* 650.

Leaſe and Releaſe. incloſed in ſeveral Parcels in the common Fields of *H.* aforeſaid, in the ſaid County of *M.* now or of late Parcel of the Honour and Manor of *M.* by whatſoever Name or Names, or howſoever the ſame or any of them are called or known, with their and every of their Rights, Members and Appurtenances whatſoever, (which ſaid Meſſuage, Farm and Premiſſes, were by the late Kind *Charles* the Second, by Letters Patent under the Great Seal of *England*, bearing Date the, *&c.* in the 14th Year of his Reign, granted (amongſt other Things) to *W. C.* and *E. F.* and their Heirs, in Fee-farm, in Truſt for *W. R.* at the Rent of, *&c. per Annum*, and were by the ſaid *W. R. W. C.* and *E. F.* by their Deed inrolled in the High Court of *Chancery*, bearing Date on or about the, *&c.* in the, *&c.* Year of the ſaid late King, bargained, ſold and conveyed to *J. M.* and *W. H.* therein named, and their Heirs and Aſſigns (in Truſt for the ſaid *J. K.* the elder,) and were by *J. M.* Party to theſe Preſents, Son and Heir of the ſaid *J. M.* deceaſed (who ſurvived the ſaid *W. K.*) granted and conveyed to the

And the Reverſion, *&c.* ſaid *J. K.* the elder, his Heirs and Aſſigns, (as by the Conveyances thereof may appear) and the Reverſion and Reverſions, Remainder and Remainders of all and ſingular the ſaid Meſſuage, Farm, Lands, Tenements, Hereditaments and Premiſſes hereby granted, or mentioned to be hereby granted, and of every Part and Parcel thereof; and all Rents, Iſſues, Services and Profits to them or any of them, or any Part or Parcel of them or any of them,

and all the Eſtate, *&c.* incident, belonging or appertaining; *And* alſo all and every the Eſtate and Eſtates, Rights, Titles, Claims, Intereſts and Demands whatſoever of them the ſaid *J. K.* the elder, *J. K.* the younger, and *J. M.* or either of them, in, to or out of the ſame Meſſuage, Lands, Te-

and all Deeds. nements, Hereditaments and Premiſſes, and every Part and Parcel thereof; *And* all and every the Deeds, Charters, Writings and Muniments whatſoever touching or concerning the ſaid Meſſuage, Lands, Tenements or Hereditaments and Premiſſes whatſoever hereby granted, or

Habendum. mentioned to be granted, or any of them, or any Part or Parcel thereof; *To have and to hold* the ſaid Meſſuage or Tenement, Farm, Lands, Meadow, and all other the Premiſſes hereby granted, bargained and ſold, or mentioned or intended to be hereby granted, bargained and ſold, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the ſaid *E. R.* his Heirs and Aſſigns for ever, to the only and proper Uſe and Behoof of him

Warranty. the ſaid *E. R.* his Heirs and Aſſigns for ever: *And* the ſaid *J. K.* the elder doth hereby grant for him and his Heirs, that he the ſaid *J. K.* and his Heirs, the Meſſuage, Farm, Lands, Tenements, Hereditaments and Premiſſes, and all and ſingular other the Premiſſes hereby granted or mentioned to be granted, and every Part or Parcel thereof, with all and ſingular their and every of their Rights, Members and Appurtenances, unto the ſaid *E. R.* his Heirs and Aſſigns, againſt him the ſaid *J. K.* and his Heirs, and againſt all and every other Perſon

Covenant to levy a Fine. and Perſons whatſoever, ſhall and will warrant, and for ever defend, by theſe Preſents. *And* the ſaid *J. K.* the elder, and *J. K.* the younger, do for themſelves ſeverally, and for their ſeveral Heirs, Executors and Adminiſtrators, and for every of them, covenant and grant to and with the ſaid *E. R.* his Heirs, Executors and Adminiſtrators, and to and with every of them, by theſe Preſents, that they the ſaid *J. K.* the elder, and *J. K.* the younger, and the ſaid *J. M.* ſhall and will before the, *&c.* next enſuing the Date hereof, before the Juſtices of the Court of Common Pleas at *Weſtminſter*, in due Form of Law, levy to the ſaid *E. R.* and his Heirs, one Fine *Sur Cognizance de droit come ceo*, &c. with Proclamations to be thereupon had according to the Form of the Statute in ſuch Caſe made and provided, of all and ſingular the Meſſuage, Lands, Tenements, Hereditaments and Premiſſes aforeſaid, by ſuch apt Names, Quantities and Qualities, and Number of Acres, and in ſuch Sort, Manner and Form, as by the ſaid *E. R.* his Heirs or Aſſigns, or by his or their Counſel learned in the Law ſhall be reaſon-

That Grantor is right Owner, ably adviſed or deviſed and required. *And* the ſaid *J. K.* the elder, for himſelf, his Heirs, Executors and Adminiſtrators, and for every of them, doth covenant and grant to and with the ſaid *E. R.* his Heirs and Aſſigns, and to and with every of them, by theſe Preſents, in Manner and Form following, that is to ſay, that the ſaid *J. K.* the elder now is true and lawful Owner of the ſaid Meſſuage, Farm, Lands, Tenements and Hereditaments, and all and ſingular other the Premiſſes hereby granted, or mentioned to be hereby granted, and of

and lawfully ſeiſed; every Part or Parcel thereof, with their and every of their Appurtenances, and is rightfully and abſolutely ſeiſed thereof, and of every Part and Parcel thereof, of a good, pure, abſolute and indefeaſible Eſtate of Inheritance in Fee-ſimple, without any Manner of Condition, Truſt, Contingent, Covenant, Proviſo, or Limation of Uſe or Uſes, or other Reſtraint, Matter or Thing whatſoever, to alter, change, charge, determine, incumber, defeat or evict the ſame;

and will continue ſeiſed, until, *&c.* *And* that he ſhall and will continue to be ſeiſed thereof, and of every Part and Parcel thereof, until a good, perfect and abſolute Eſtate in Fee-ſimple ſhall be thereof veſted in him the ſaid *E. R.* and his Heirs, according to the true Intent and Meaning of theſe Preſents; *And* that

and hath good Right. he the ſaid *J. K.* now hath good Right, lawful and abſolute Power and Authority in himſelf, to grant, alien and convey all and ſingular the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes hereby granted, or mentioned to be hereby granted as aforeſaid, and

every Part and Parcel thereof, with the Appurtenances, unto the ſaid *E. R.* his Heirs and Aſſigns, to the only Uſe of him the ſaid *E. R.* his Heirs and Aſſigns, in Manner and Form aforeſaid; *And* that the ſaid *E. R.* his Heirs and Aſſigns, and every of them, ſhall or lawfully may, from Time to Time, and at all and every Time and Times hereafter, have, hold, occupy, uſe, poſſeſs and enjoy all and ſingular the ſaid Meſſuage, Lands, Tenements, Hereditaments and Premiſſes hereby granted, or mentioned to be hereby granted, and every Part and Parcel thereof, with all and ſingular their and every of their Appurtenances, and all and every the Rents, Iſſues, and Profits and Commodities thereof ariſing, accruing and growing, to have, receive and take, without any Manner of Let, Suit, Trouble, Vexation, Eviction, Diſturbance, or other Hindrance or Moleſtation whatſoever, of or by the ſaid *J. K.* the elder, his Heirs or Aſſigns, or any other Perſon or Perſons whatſoever, lawfully claiming or to claim the ſaid Meſſuage, Lands and Premiſſes, or any Part or Parcel thereof (except as herein after is excepted); *And* that the ſaid Meſſuage, Farm, Lands, Tenements, Hereditaments and Premiſſes hereby granted, or mentioned or intended to be hereby granted, as aforeſaid, and every Part and Parcel thereof, with all and ſingular their and every of their Appurtenances now are and be, and from henceforth for ever hereafter ſhall continue, remain and be, unto the ſaid *E. R.* his Heirs and Aſſigns, free and clear, and freely and clearly, and abſolutely freed and acquitted, exonerated and diſcharged of and from all and all Manner of former and other Bargains, Sales, Gifts, Grants, Feoffments, Deviſes, Uſes, Jointures, Dowers, Intails, Eſtates, Leaſes, Rights, Titles, Rents, Arrearages of Rents, Iſſues, Fines, Poſt-Fines, Amerciaments, Debts, Duties, Judgments, Executions, Statutes Merchant and of the Staple, and all Debts of Record, Extents, *Liberates*, Seizures, Charges, Titles, Troubles, Forfeitures, Annuities and Incumbrances whatſoever, had, made, committed, done, acknowledged or ſuffered, or cauſed to be had, made, committed, done, acknowledged or ſuffered, by the ſaid *J. K.* the elder, or by any other Perſon or Perſons whatſoever, (one Leaſe of the Premiſſes heretofore granted by the late King *Charles* the Second to *J. T.* and *T. L.* their Executors and Aſſigns, for the Term of 40 Years, beginning, *&c.* now in Being, and upon which is reſerved the yearly Rent of, *&c.* which ſaid Rent from henceforth, during the Reſidue of the ſaid Term, ſhall be payable to the ſaid *E. R.* his Heirs and Aſſigns; as alſo the Fee-farm Rent of, *&c.* reſerved by the ſaid Letters Patent, and yearly to be paid to the ſaid late King, his Heirs and Succeſſors, for the ſaid Premiſſes for ever, only excepted and fore-prized.) *And* the ſaid *J. K.* the elder, for himſelf, his Heirs, Executors and Adminiſtrators, and for every of them, doth further covenant and grant to and with the ſaid *E. R.* his Heirs and Aſſigns, and to and with every of them by theſe Preſents, that he the ſaid *J. K.* the elder, his Heirs and Aſſigns, and *J. K.* the younger, and all and every other Perſon and Perſons whatſoever, having or lawfully claiming, or which ſhall or may at any Time or Times hereafter have or lawfully claim any Eſtate, Right, Title or Intereſt of, in or to the ſaid Premiſſes hereby granted, or mentioned to be granted, or of, in or to any Part or Parcel thereof, ſhall and will, from Time to Time, and at all Times hereafter, at and upon the reaſonable Requeſt, and at the Coſts and Charges in the Law of the ſaid *E. R.* his Heirs and Aſſigns, or ſome of them, make, do, levy, execute, acknowledge and ſuffer, or cauſe to be made, done, acknowledged, executed and ſuffered, all and every ſuch further and other reaſonable Act and Acts, Thing and Things, Deviſe and Deviſes, Aſſurance and Aſſurances, Conveyance and Conveyances in the Law whatſoever, for the better and more perfect Aſſurance, Surety, and Sure-making and Conveying, Settling, Eſtabliſhing, or Confirmation of the ſaid Meſſuage, Farm, Land or Lands, Tenements, Hereditaments and Premiſſes hereby granted, or mentioned to be hereby granted, or any of them, and of every or any Part or Parcel thereof, with all and ſingular their and every of their Appurtenances, unto the ſaid *E. R.* his Heirs and Aſſigns, according to the true Intent and Meaning of theſe Preſents, (be it by Fine or Fines, Feoffment or Feoffments, Deed or Deeds indented or poll, inrolled or not inrolled), the Inrollment of this preſent Indenture, common Recovery or Recoveries, with ſingle, double or treble Voucher or Vouchers, Releaſe or Confirmation, and by all and every of the ſaid Ways and Means, or any other Ways and Means in the Law whatſoever, as by the ſaid *E. R.* his Heirs or Aſſigns, or any of them, or by his, their or any of their Counſel learned in the Law ſhall be reaſonably deviſed, or adviſed and required; ſo as the ſaid further Aſſurances to be made, or any of them, do not, nor ſhall not, contain any further Aſſurance or Warrant than for enjoying them only againſt the Parties thereunto reſpectively, and their reſpective Heirs, and touching Acts and Deeds done or ſuffered by them or any of them; and ſo as for the Acknowledging and Executing of ſuch further Conveyances and Aſſurances, or any of them, the Perſons that ſhall be required to make or execute the ſame, be not compelled nor compellable, for the doing thereof, to travel further, or elſewhere, than to the City of *L.* or *W.* or one of them. *And* it declared, concluded and agreed by and between all and every the ſaid Parties to theſe Preſents, that the Fine ſo as aforeſaid to be levied, and all

for quiet Enjoyment,

free from Incumbrances.

For further Aſſurance.

The Uſes of the Fine, *&c.* declared to be

to the Uſe of the Bargainee. all and every other Fine and Fines, Feoffment and Feoffments, Conveyance and Aſſurance in the Law whatſoever heretofore had and executed, or hereafter to be had, made, levied and executed by and between the ſaid Parties to theſe Preſents, or any of them, or by them or any of them, with any other Perſon or Perſons, of the Premiſſes, or any Part or Parcel thereof, ſhall be and enure, and ſhall be adjudged, deemed and taken to be and enure, to the only and proper Uſe and Behoof of the ſaid *E. R.* his Heirs and Aſſigns, and to and for no other Uſe, Intent or Purpoſe whatſoever. *And* the ſaid *J. M.* for himſelf, his Heirs, Executors and Adminiſtrntors, and for every of them, doth covenant and grant to and with the ſaid *E. R.* his Heirs and Aſſigns, and to and with every of them, by theſe Preſents, that he the ſaid *J. M.* hath not done, committed, executed or ſuffered any Act or Acts, Thing or Things whatſoever, whereby the ſaid Meſſuage, Farm, Lands, Tenements and Premiſſes, or any Part thereof, now are or at any Time hereafter ſhall or may be impeached or incumbered in Title, Charge, Eſtate, or otherwiſe: (The Conveyance and Eſtate thereof made and granted by him the ſaid *J. M.* to the ſaid *J. K.* the elder, and his Heirs, herein before-mentioned, only excepted and forepriſed.) **In Witneſs**, &c.

That Bargainor hath done no Act to incumber, &c.

N. B. A Bargain and Sale is often-times had (in order that the ſame may be inrolled), together with a Leaſe and Releaſe for the Conveyance of the ſame Eſtate; in which Caſe it is uſual to omit in the Bargain and Sale all the Covenants after the Covenant of Warranty, and to place them in the Releaſe.

A Bargain and Sale of Land in L. *by the Mother, who hath a Freehold therein for her Life, and the Son in whom the Reverſion is after her Deceaſe.*

THIS Indenture, &c. **Between** *V. L.* of *L.* Widow, late the Wife of *G. B. &c.* deceaſed, and *R. B.* one of the Sons of the ſaid *G.* of the one Party, and *W. R. &c.* of the other Party. **Whereas** the ſaid *V. L.* is and ſtandeth ſeiſed for the Term of her Natural Life, of and in all that great Meſſuage or Tenement, and Garden, with the Appurtenances, *&c.* the immediate Reverſion whereof, after the Death of the ſaid *V.* the ſaid *G. B.* by his laſt Will and Teſtament made in Writing, did wholly deviſe and bequeath unto *G. B.* his Son, and to his Heirs for ever: *And whereas* the ſaid *G. B.* the younger, hath given, granted, bargained, aliened, ſold, confirmed and releaſed to the ſaid *R. B.* and to his Heirs for ever, all that the ſaid great Meſſuage, with the Appurtenances, and the Reverſion and Reverſions, Remainder and Remainders, preſent and future Eſtate, Right, Title, Uſe, Intereſt and Demand of the ſaid *G. B.* the younger, of, in and to the ſaid great Meſſuage, with the Appurtenances, as by one Indenture bearing Date, *&c.* inrolled in the High Court of *Chancery*, made between the ſaid *G. B.* the younger, of the one Party, and the ſaid *R. B.* by the Name of, *&c.* of the other Party, Relation being thereunto had, may more at large appear. All which ſaid great Meſſuage, with the Appurtenances, ſometime were Parcel of the Poſſeſſions of *M. D.* of *L.* *Now this Indenture witneſſeth*, that the ſaid *V. L.* and *R. B.* for and in Conſideration of the Sum of, *&c.* to them before, *&c.* whereof and wherewith they, *&c.* and thereof and therefore, *&c. have* bargained, ſold, granted, aliened and confirmed, and by theſe Preſents *do* clearly and abſolutely bargain, *&c.* to the ſaid *W. R.* and to his Heirs for ever, *All* the ſaid great Meſſuage and Gardens, with the Appurtenances, and all Grounds, Yards, Lights, Shops, Cellars, Sollars, Warehouſes, Buildings, Eaſements and Commodities whatſoever to the ſaid great Meſſuage or Tenement belonging or appertaining, or as any Part or Parcel thereof demiſed, occupied, uſed, reputed or taken; and all the Eſtate, Right, Title, and Intereſt, Reverſion, Remainder and Demand of the ſaid *V.* and *R.* and either of them, of, in and to the ſaid Premiſſes, or any Part or Parcel thereof, except one Piece of a Cellar, one Buttery, one Piece of a Compting-houſe, and three little Rooms over them, which are Parcel of the Poſſeſſions of the Pariſh Church of, *&c.* and now are occupied with the ſaid great Meſſuage, by Virtue of a Leaſe thereof had from the ſaid Pariſh-Church, dated, *&c. To have and to hold* the ſaid great Meſſuage and Garden, with the Appurtenances, and all and ſingular other the Premiſſes, with their Appurtenances, (except before excepted) to the ſaid *W. R.* his Heirs and Aſſigns for ever, to the only Uſe and Behoof of the ſaid *W. R.* and of his Heirs and Aſſigns for ever. *And* the ſaid *V.* for herſelf, *&c.* covenanteth, *&c.* that ſhe the ſaid *V.* is lawfully ſole ſeiſed of the ſaid great Meſſuage and Garden, with the Appurtenances, of a good and lawful Eſtate of Freehold for the Term of her Life; And that the ſaid Meſſuage and Garden, with the Appurtenances, are and from henceforth ſhall ſtand and continue clearly diſcharged and acquitted, or upon reaſonable Requeſt and Notice thereof given, ſufficiently ſaved harmleſs by the ſaid *V.* her Executors or Adminiſtrators, of and from all and ſingular former Bargains, Sales, Leaſes, Grants, Eſtates, Titles, Charges

Recital of their being ſeiſed, *&c.*

Conſideration.

Parcels.

Habendum.

Covenant that the Mother is ſole ſeiſed for Life;

Charges or Incumbrances whatſoever had, made, cauſed or agreed unto by the ſaid *V.* or any other for her, by her Means, Conſent or Procurement. *And alſo*, That for the better Aſſurance of all and ſingular the Premiſſes, with their Appurtenances, to be had and made ſure to the ſaid *W.* his Heirs and Aſſigns, for the only Uſe of the ſaid *W.* and of his Heirs and Aſſigns, for ever; ſhe the ſaid *V.* at the reaſonable Requeſt and Charges in the Law of the ſaid *W.* his Heirs, Executors or Aſſigns, ſhall join with the ſaid *R. B.* and any others in a Fine to be levied in due Form of Law to the ſaid *W.* and his Heirs, of all and ſingular the Premiſſes, according to the uſual Manner of Fines. *Provided always*, that the Warranty to be made in the ſaid Fine by the ſaid *V.* be ſolely of herſelf, and only againſt her, or againſt her and her Heirs; And that for the acknowledging of the Concord thereof, ſhe ſhall not be compelled to travel any further than to the ſaid great Meſſuage, without her own good Will and Conſent to the contrary. *And* the ſaid *R. B.* for him, *&c.* covenanteth, *&c.* in Form, *&c.* that he the ſaid *R.* now is lawfully and ſolely ſeiſed to the Uſe of him and his Heirs of the immediate Reverſion or Remainder of the ſaid great Meſſuage and Garden, with the Appurtenances, from and after the Deceaſe of the ſaid *V.* *And* he the ſaid *R. B.* and *S.* now his Wife, and the ſaid *G. B.* the younger, and *M.* now his Wife, at all Times from Time to Time, during the Space of two Years next enſuing the Date of theſe Preſents, at and upon the reaſonable Requeſt, and Coſts and Charges in the Law only of the ſaid *W. R.* his Heirs, Executors or Aſſigns, ſhall and will make, do, acknowledge and ſuffer, or cauſe, *&c.* all and every ſuch reaſonable Act and Acts, Thing and Things in the Law, with Warranty only againſt themſelves and their Heirs, or otherwiſe without Warranty, as by the ſaid *W.* his Heirs or Aſſigns, or his or their Counſel learned in the Laws of this Realm, ſhall be lawfully deviſed or adviſed and required, for the better Conveyance, Aſſurance, and Sure-making of all and ſingular the Premiſſes, with their Appurtenances, to be had and made ſure to the ſaid *W. R.* his Heirs and Aſſigns for ever, for the only Uſe, *&c.* *And alſo*, that all the ſaid Premiſſes, and every Part thereof, with their Appurtenances, now are, and at the making of the ſaid further Aſſurance, ſhall be, and from henceforth ſhall continue, clearly and freely acquitted and diſcharged, or otherwiſe by the ſaid *R. B.* his Heirs or Executors, upon reaſonable Requeſt, and Notice thereof given, ſaved harmleſs at all Times of and from all and ſingular former Bargains, *&c.* had, made, done, cauſed or agreed unto, or to be had, *&c.* by the ſaid *R. B.* and *G. B.* the younger, or either of them, or by any other Perſon or Perſons, by the Commandment, Privity or Procurement of the ſaid *R.* and *G.* the younger, or either of them. *And further*, The ſaid *R. B.* covenanteth, *&c.* that he the ſaid *W. R.* his Heirs and Aſſigns, ſhall or lawfully may from henceforth for ever well and quietly have, hold and enjoy to the only Uſe and Behoof of the ſaid *W.* his Heirs and Aſſigns, for ever, as well the ſaid great Meſſuage and Garden, with the Appurtenances, as all other the Premiſſes, with their Appurtenances, (except only before excepted), and from Time to Time have, take, receive and enjoy the Rents, Iſſues and Profits thereof, for the only Uſe and Behoof of the ſaid *W. R.* his Heirs and Aſſigns, without any Contradiction, Impeachment, Let or Impediment of the ſaid *R.* and *G.* the younger, or of either of them, or of any other Perſon or Perſons, by the Commandment, Conſent, Means, Privity or Procurement of either of them. *And* alſo the ſaid *R. B.* covenanteth, *&c.* that the intire Benefit of all ſuch Bonds as *R. H.* made to the ſaid *G. B.* deceaſed, and as *J. D.* Merchant, made to the ſaid *R. H.* for or touching the Premiſſes, or any Part thereof, and all Advantages, Recompences and Sums of Money to be gotten of or by the ſaid Bonds, or any of them, ſhall be and continue to the only Profit, Intereſt and Behoof of the ſaid *W. R.* his Executors and Aſſigns, without any Let or Contradiction of the ſaid *R. B.* and *G. B.* or either of them, or the Executors or Adminiſtrators of either of them. *And alſo*, That the ſaid *R.* and *G.* and the Survivor of them, and the Executors and Adminiſtrators of the ſame Survivor, ſhall always hereafter juſtify and avow all and every ſuch Suits, Proceſſes, Pleas and Recoveries, as the ſaid *W. R.* his Executors or Aſſigns, at their own Coſts and Charges ſhall bring or purſue upon the ſaid Bonds, or any of them, in the Name or Names of the ſaid *R.* and *G.* or either of them, or of the Executors or Adminiſtrators of either of them, againſt any Perſon or Perſons chargeable, or to be charged for the ſame. *And laſtly*, That the ſaid *R.* and *G.* or either of them, or the Executors or Adminiſtrators of either of them, ſhall not at any Time hereafter wittingly or willingly ſuffer to be done any Act or Acts, *&c.* without the ſpecial Conſent of the ſaid *W. R.* his Executors or Adminiſtrators, which ſhall or may diſcharge, ſuſpend or determine the Penalties or Forfeitures of any of the ſaid Bonds, or any Execution to be had by Reaſon of the ſame Bonds, or any of them, or any Suit or Judgment to be had or given in any Action to be brought, as aforeſaid, upon the ſaid Bonds, or any of them. In Witneſs, &c.

and will join in a Fine.

Covenant that the Son is ſeiſed, *&c.*

for further Aſſurance, *&c.*

For quiet Enjoyment,

that all Bonds made concerning the Premiſſes, ſhall be to the Uſe of the Bargainee.

Bargainor will avow all Suits, *&c.*

and will do no Act to diſcharge, *&c.*

Bargain

Bargain and Sale to make a Tenant in Order to ſuffer a common Recovery with Double Voucher, for the Uſe of the Creditors of a Bankrupt.

THIS **Indenture Quadripartite** made the, &c. Day of, &c. **Between** the Right Honourable *R.* Earl of *S.* and the Right Honourable *F.* Counteſs of *S.* his Wife, ſole Daughter and Heir of Sir *H. J.* late of *A.* in the County of *O.* Knt. deceaſed, of the firſt Part; Sir *J. T.* of *I.* in the County of *M.* Knt. who ſurvived Sir *R. B.* Sir *E. B.* and *G. C.* Gent. who together with the ſaid Sir *J. T.* were Truſtees for the ſaid Counteſs of *S.* of the ſecond Part; *G. W.* of *London*, Eſq; *R. P. J. C.* and *J. T.* of *London*, Merchants, Aſſignees under a Commiſſion of Bankrupt lately awarded againſt Sir *J. S.* Knt. *B. H.* and *H. R.* late of *London*, Goldſmiths and Copartners, and alſo the ſaid Sir *J. S.* on the third Part; and *T. G.* of the *Inner Temple*, *London*, Gent. on the fourth Part, **Witneſſeth**, That for and in Conſideration of 5*s.* of lawful *Britiſh* Money in Hand paid by the ſaid *T. G.* to each of them the ſaid *R.* Earl of *S.* and *F.* Counteſs of *S.* his Wife, and the ſaid Sir *J. T.* at or before the Sealing and Delivery of theſe Preſents, the ſeveral and reſpective Receipts whereof are hereby acknowledged, and for the further and better Aſſuring and Confirming of the ſeveral Pieces or Parcels of Ground, Meſſuages or Tenements, and other Hereditaments, with their Appurtenances herein after particularly mentioned and expreſſed, unto the ſaid *G. W. R. P. J. C.* and *J. T.* their Heirs and Aſſigns for ever, which ſaid Pieces or Parcels of Ground, Meſſuages or Tenements and Hereditaments, were in the Year of our Lord, &c. purchaſed by the ſaid Sir *J. S.* by the Name of *J. S.* of *London*, Goldſmith, of the ſaid *R.* Earl of *S.* and were conveyed, or are mentioned to be conveyed to him and his Heirs, by Indentures of Leaſe and Releaſe, Bargain and Sale, inrolled in the High Court of Chancery, made between the ſaid Earl and his two Truſtees, the Honourable *E. R.* Eſq; ſecond Son of the Right Honourable *W.* Earl of *B.* and *C. B.* of the Pariſh of, &c. Eſq; of the one Part, and the ſaid Sir *J. S.* of the other Part, and were afterwards in the Year of our Lord, &c. by Indenture Quadripartite of Bargain and Sale, inrolled in the High Court of Chancery, conveyed or aſſigned by Virtue of the ſaid Commiſſion of Bankrupt to the ſaid *G. W. R. P. J. C.* and *J. T.* their Heirs and Aſſigns, upon the Truſts therein and herein after mentioned, they the ſaid Earl and Counteſs, and alſo the ſaid Sir *J. T.* by the Direction and Appointment of the ſaid Earl and Counteſs, teſtified by their being Parties, and their Signing and Sealing to theſe Preſents, at the Requeſt and Nomination of the ſaid *G. W. R. P. J. C. J. T.* and Sir *J. S.* teſtified as aforeſaid, **Have** bargained and ſold, and by theſe Preſents do, and each and every of them doth, bargain and ſell unto the ſaid *T. G.* **All** that Piece or Parcel of Ground, whereon one old Houſe formerly ſtood, ſometime in the Poſſeſſion of *T. D.* ſituate in the Pariſh of, &c. in the ſaid County of, &c. and lying over againſt, &c. containing in Front thirteen Feet and nine Inches of Aſſize, more or leſs, and in Depth 158 Feet of Aſſize, more or leſs, together with all the Ground, then or late belonging to the ſaid *R.* Earl of *S.* as far as the Ground, &c. let to one, &c. which ſaid old Houſe had been then lately new built, and then or late was in the Poſſeſſion of the ſaid *T. D.* **And** all that Parcel of Ground, whereon one other old Houſe formerly ſtood, ſome time in the Poſſeſſion of one *T. J.* ſituate in the ſaid Pariſh of, &c. and lying over againſt, &c. aforeſaid, containing by Eſtimation in Front thirteen Feet and nine Inches of Aſſize, more or leſs, and in Depth one hundred fifty-one Feet of Aſſize, more or leſs, together with all the Ground then or late belonging to the ſaid Earl, as far as the Ground let to the ſaid, &c. which laſt mentioned old Houſe had been then lately new built, and was then or late in the Poſſeſſion of the ſaid *T. J.* his Aſſignee or Aſſigns; **And** alſo all that double Meſſuage or Tenement, with the Appurtenances thentofore erected and built of Brick by one *R. N.* ſome time in the Occupation of one *W. K.* and then or late of one *J. S.* and adjoining to *O.* Alley on the *Eaſt*, containing ten Rooms, being two on a Floor, lying directly one over another, with a little Yard and a Party-Pump, and an Houſe of Office lying behind the ſame Meſſuage, ſituate and being in the ſaid Pariſh of, &c. and, &c. or one of them, near the, &c. in the ſaid County of, &c. in a certain Street or Lane called, &c. **And** alſo all that other Meſſuage or Tenement, built by the ſaid *R. N.* then or late in the Poſſeſſion of the ſaid *J. S.* containing alſo ten Rooms, two on a Floor, lying directly one over another, with a Yard, Back-ſide, Garden or Garden Plot, ſituate, lying and being in the ſaid Pariſh of, &c. and, &c. or one of them, on the *North-ſide* to, &c. aforeſaid; **And** alſo all that third Meſſuage or Tenement then or late in the Poſſeſſion or Occupation of the ſaid *J. S.* or his Aſſigns, containing alſo ten Rooms, two on a Floor, lying directly one over another, with Yard, Back-ſide, Garden or Garden-Plot, on the *South-ſide*, containing ſixty-eight Feet in Length, and twelve Feet in Breadth, be the ſame more or leſs, ſituate, lying and being in the ſaid Pariſh of, &c. and, &c. or one of them, and all and ſingular Houſes,

The Conſiderations.

The Premiſſes, being ſeveral Parcels of Ground, Meſſuages, &c.

Houſes, Outhouſes, Shops, Cellars, Sollars, Chambers, Rooms, Warehouſes and Stables thereupon erected, together with the Yards, Gardens, Back-ſides, waſte Grounds, Lights, Eaſements, Ways, Paſſages, Profits, Commodities, Hereditaments and Appurtenances whatſoever, to the ſame Premiſſes belonging, or in any wiſe appertaining, and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits thereof, and of every Part thereof, and all the Eſtate, Right, Title, Intereſt, Uſe, Truſt, Property, Profit, Benefit, Claim and Demand whatſoever, of them the ſaid Earl and Counteſs, and the ſaid Sir *J. T.* or any of them, of, in, to or out of the Premiſſes, or any Part or Parcel thereof, in any wiſe howſoever; **To have and to hold** the ſaid Pieces or Parcels of Ground, Meſſuages or Tenements, and all and ſingular other the Premiſſes herein before mentioned, or intended to be hereby bargained, ſold or conveyed, with their and every of their Rights, Members and Appurtenances unto the ſaid *T. G.* his Heirs and Aſſigns for ever, to the Uſe of the ſaid *T. G.* his Heirs and Aſſigns for ever, to the Intent and Purpoſe, that by Virtue hereof the ſaid *T. G.* may be and become a good and perfect Tenant of the immediate Freehold and Inheritance of all and ſingular the ſaid Premiſſes, againſt whom one or more Common Recovery or Recoveries may be had, perfected and executed, to the ſeveral Uſes, Intents and Purpoſes herein after mentioned, expreſſed and declared, and to and for no other Uſe, Intent or Purpoſe whatſoever; **And** thereupon it is covenanted, concluded and agreed by and between all the ſaid Parties to theſe Preſents that before the End of *Eaſter* Term next one or more Writ or Writs of Entry **Sur Diſſeiſin en le poſt** ſhall be brought and proſecuted in the Names and at the Charge of the ſaid *G.W. R.P. J.C.* and *J.T.* as Plaintiffs or Demandants therein, againſt the ſaid *T. G.* as Tenant or Defendant of and for all and ſingular the ſaid Pieces or Parcels of Ground, Meſſuages or Tenements, and all and ſingular other the Premiſſes with their Appurtenances, herein before mentioned, or intended to be hereby granted and ſold, by ſuch Names, Quantities, Qualities, Numbers of Meſſuages, and other Certainties and Deſcriptions as ſhall be apt and convenient in that Behalf, to which Writ or Writs the ſaid *T. G.* ſhall appear *Gratis* in his proper Perſon, and ſhall and will vouch to warrant the Premiſſes, the ſaid *R.* Earl of *S.* and *F.* his Wife, who ſhall likewiſe appear in their proper Perſons, and ſhall vouch to warrant the common Vouchee, and ſuch further and other Proceedings ſhall be therein; ſo that one or more good and perfect Common Recovery or Recoveries, with double Voucher, ſhall or may be had, perfected and executed in all Things according to the uſual Form of Common Recoveries, with double Voucher for Aſſurance of Lands, and in ſuch caſe uſed and accuſtomed. **And** it is hereby covenanted, agreed and declared by and between all the ſaid Parties to theſe Preſents, that ſuch Recovery or Recoveries ſo as aforeſaid, or in any other Manner to be ſuffered, executed and perfected, whereto the Parties to theſe Preſents, or any of them, are or ſhall be Parties, of or concerning the Premiſſes, ſhall be and enure, and ſhall be adjudged, conſtrued, deemed, and taken to be and enure, and the ſaid *T. G.* and his Heirs, and all and every other Perſon and Perſons, which ſhall then, or at any Time thereafter ſtand ſeiſed of the Premiſſes, or any Part thereof, by Virtue of theſe Preſents, or of the ſaid Recovery or Recoveries, ſhall ſo ſtand and be ſeiſed thereof, and of every Part thereof, to the only proper Uſe and Behoof of the ſaid *G. W. &c.* their Heirs and Aſſigns for ever. **In Truſt nevertheleſs** for them the ſaid *G. W. &c.* and all other the Creditors of the ſaid Sir *J. S.* and *B. H.* and *R. H.* or any of them who already have, or ſhall at any Time hereafter in due Time, come in and ſeek Relief, by Virtue of the ſaid Commiſſion, and contribute towards the Charges thereof, according to the true Intent and Meaning of the ſeveral Statutes in that caſe made and provided, and to and for no other Uſe, Intent or Purpoſe whatſoever. **In Witneſs**, &c.

The *Habendum* in Fee.

To the End the Bargainee may become a perfect Tenant of the Freehold of the Premiſſes.

Covenant to bring a Writ of Entry in Order to ſuffer a Common Recovery.

Declaration of the Uſes of the Recovery.

Another to make a Tenant to the Præcipe, *in order to the Suffering a Common Recovery.*

THIS Indenture Tripartite, made, *&c.* **Between**, &c. **Witneſſeth**, that the ſaid *J. A.* and *M.* his Wife, and *G. A.* for the barring all Eſtates-Tail and Remainders over, of and in the Meſſuages, Lands, Tenements and Hereditaments herein after mentioned, and for and in Conſideration of the Sum of 5*s.* of lawful, *&c.* to them in Hand paid by the ſaid *J. H.* at or before, *&c.* the Receipt, *&c.* and for divers other good Cauſes and Conſiderations them the ſaid *J. A.* and *M.* his Wife, and *G. A.* thereunto moving, **have** bargained and ſold, and by theſe Preſents **Do**, &c. unto the ſaid *J. H.* his Heirs and Aſſigns, **All** that Meſſuage or Tenement, *&c. (as before.)* **To have and to hold** the ſaid Meſſuages, Buildings, Lands, Tenements, Hereditaments, and all and ſingular other the Premiſſes, with their and every of their Appurtenances, unto the ſaid *J. H.* his Heirs and Aſſigns, **To the Uſe** and Behoof of him the ſaid *J. H.* his Heirs and Aſſigns for ever, **To the Intent** and Purpoſe nevertheleſs, that the ſaid *J. H.* may be perfect Tenant of the Freehold and Inheritance of all and ſingular the aforeſaid Premiſſes, with the Appurtenances, againſt whom a Common

Recovery of the ſaid Meſſuages, &c. may be had, ſuffered and perfected, as of —— Term next enſuing the Day of the Date of theſe Preſents, in which ſaid Common Recovery it is hereby agreed, that the ſaid *E. A.* ſhall be Demandant, and the ſaid *J. H.* Tenant; and the ſaid *J. A.* and *M.* his Wife, and the ſaid *G. A.* ſhall be Vouchees, and they ſhall vouch over the Common Vouchee, after the Manner and Courſe of a Common Recovery for Aſſurance of Lands, (*or thus, after the Words* may be had, ſuffered and perfected, *ſay*, And to that End and Purpoſe it is agreed by and between the Parties to theſe Preſents, that the ſaid *E. A* ſhall, before the End of —— Term, proſecute and ſue out a Writ of Entry *Sur diſſeiſin en le Poſt*, returnable the laſt Return of —— Term before the Juſtices of the Lord the King of the Bench at *Weſtminſter*, whereby the ſaid *E. A.* ſhall demand againſt the ſaid *J. K.* the ſaid Meſſuage, &c. and Premiſſes, with their and every of their Appurtenances, by ſuch Name and Names, and other Additions and Deſcriptions, to aſcertain the ſame, as ſhall be thought fit, to which Writ the ſaid *J. H.* ſhall appear *gratis*, and vouch to Warranty the ſaid —— who ſhall likewiſe appear *gratis*, and enter into Warranty, and vouch the ſaid —— and —— who ſhall appear *gratis*, and enter into Warranty, and vouch over the Common Vouchee, who ſhall likewiſe appear *gratis*, and enter into Warranty and imparl, and afterwards make Default, whereby a Common Recovery may be had and ſuffered in the ſaid Court of Common Pleas, of all the ſaid Meſſuage, Lands, &c. according to the Courſe of Common Recoveries uſed): **And** it is hereby further covenanted, concluded, declared and fully agreed, by and between all the ſaid Parties to theſe Preſents, that the ſaid Common Recovery, ſo or in any other Manner to be had and ſuffered as aforeſaid, of the aforeſaid Premiſſes, with the Appurtenances, between the ſaid Parties to theſe Preſents, ſhall enure and be, and ſhall be conſtrued, deemed and taken to enure and to be to the ſeveral Uſes, Intents and Purpoſes herein after mentioned and declared, (that is to ſay) **To the Uſe** and Behoof of the ſaid *J. A.* and his Aſſigns during the joint Lives of him and the ſaid *M.* his Wife; and if the ſaid *M. A.* ſhall ſurvive the ſaid *J. A.* then to the Uſe and Behoof of the ſaid *E. A.* and his Heirs during the Life of her the ſaid *M. A.* **Upon Truſt,** that he the ſaid *E. A.* and his Heirs do and ſhall convey and aſſure the ſame Premiſſes, and every or any Part thereof, to ſuch Perſon and Perſons, and for ſuch Intents and Purpoſes as ſhe the ſaid *M. A.* by herſelf alone, during the Life of her ſaid Huſband, or after his Death, by any Writing or Writings under her Hand and Seal, executed in the Preſence of two or more credible Witneſſes, ſhall direct and appoint, and until ſuch Appointment, in Truſt for the ſaid *M. A.* and from and immediately after the Deceaſe of the ſaid *M. A.* then to the only proper Uſe and Behoof of the ſaid *G. A.* and his Heirs and Aſſigns for ever. **In Witneſs,** &c.

Deed inrolled for ſuffering a Recovery to make good a Defect in Title on Account of the Truſtee's not joining.

THIS Indenture Quinquepartite, &c. **Between** *C.* of the firſt Part, the ſaid *B.* (Widow, Relict and Deviſee of *A.* late of, &c. deceaſed, and only Daughter and Heir of *B. B.* late of, &c. deceaſed) of the ſecond Part, the Reverend *R. S.* Clerk and Rector of, &c. of the third Part, *H. J.* of, &c. of the fourth Part, and *J. S.* of, &c. of the fifth Part, **Witneſſeth,** that for the Barring and Docking of all Eſtates-Tail in the Meſſuage, &c. herein after mentioned, and all Reverſions and Remainders expectant thereupon, and for and in Conſideration of the Sums of 5*s.* a-piece by the ſaid *H. J.* in Hand paid unto the ſaid *C. B.* and *R. S.* at or before, &c. the Receipt whereof is by them hereby reſpectively acknowledged, **He** the ſaid *C.* and at his Requeſt and by his Direction, teſtified by his being a Party to and Executing of theſe Preſents, they the ſaid *B.* and *R. S.* **Have,** and each of them **Hath** granted, bargained and ſold, and by, &c. unto the ſaid *H. J.* his Heirs and Aſſigns, **All** that Meſſuage, &c. and all other the Meſſuages, &c. which were lately the Eſtate of the ſaid *B.* in *I.* &c. aforeſaid, and lately ſold and conveyed by the ſaid *B.* in Conſideration of the Sum of 813*l.* paid unto or to the Uſe of the ſaid *B.* by the ſaid *C.* unto and to the Uſe of the ſaid *C.* and his Heirs, by Indentures of Leaſe and Releaſe, bearing Date reſpectively the 23d and 24th Days of *March* now laſt paſt before the Date of theſe Preſents, and made between the ſaid *B.* of the one Part, and the ſaid *C.* of the other Part; and all Ways, &c. and the Reverſion, &c. and all the Eſtate of three Grantors; **To have,** &c. to and to the Uſe of the ſaid *H. J.* his Heirs and Aſſigns for ever, **To** the Intent and Purpoſe only to make the ſaid *H. J.* perfect Tenant of the Freehold of the ſaid Meſſuage, and all and ſingular the ſaid Hereditaments and Premiſſes, to the End one or more good and perfect Common Recovery or Recoveries thereof may be had and ſuffered and executed of the ſaid Premiſſes before the End of *Trinity* Term now next enſuing, in which Common Recovery the ſaid *J. S.* ſhall be Demandant, and the ſaid *H. J.* Tenant to the *Præcipe*, who ſhall vouch to Warranty the ſaid

ſaid *B.* and ſhe ſhall vouch the Common Vouchee after the Manner and Courſe of Common Recoveries for Aſſurance of Lands in ſuch Caſes uſed: **And it is hereby agreed and declared** by and between all the ſaid Parties to theſe Preſents, and the true Intent and Meaning of them and of theſe Preſents is, that the ſaid Common Recovery herein before covenanted to be ſuffered as aforeſaid and from and after the Perfecting thereof, then all and every Fine and Fines, Recovery and Recoveries, and all and every other Conveyances and Aſſurances in Law whatſoever, either already had, made, done, acknowledged, levied, executed or ſuffered, or hereafter to be made, done, acknowledged, levied, executed or ſuffered by or between the ſaid Parties to theſe Preſents, or any of them, or any other of the ſaid Premiſſes, or any Part thereof, ſhall be and enure, and ſhall be adjudged, deemed and taken to be and enure, and was and were intended, and is and are hereby declared ſhall be and enure to the Uſe and Behoof of the ſaid *C.* his Heirs and Aſſigns for ever, and to and for no other Uſe, Truſt, Intent or Purpoſe whatſoever. *(a)*

Deed to ſuffer a (b) Recovery in the County Palatine of Cheſter.

THIS Indenture Tripartite, made, *&c.* **Between** Sir *O. B.* of, *&c.* Bart. *F. B.* Eſq; eldeſt Son of the ſaid *O. B.* begotten on the Body of Dame *S.* his Wife, of the firſt Part, *C. F.* of, *&c.* Gent. of the ſecond Part, and *T. K.* of *W.* in the County of *Cheſter*, Gent. of the third Part, **Witneſſeth,** that the ſaid Sir *O. B.* and *F. B.* for and in Conſideration of the Sum of 5*s.* a-piece of, *&c.* at, *&c.* the Receipt, *&c.* and for divers, *&c.* **Have** granted, bargained, ſold, and by theſe Preſents, **Do,** &c. unto the ſaid *C. F.* **All** that, *&c.* and the Reverſion, *&c.* and all the Eſtate, *&c.* **To have and to hold** the ſaid Manor, *&c.* unto the ſaid *C. F.* and his Heirs, to the Intent and Purpoſe that he the ſaid *C. F.* may be ſeiſed of the Freehold of the ſaid Premiſſes, and may become a good and perfect Tenant thereof againſt whom one or more Common Recovery or Recoveries may be had and perfected at the next Court of Aſſize to be held in and for the County Palatine of *Cheſter*; **In which** Common Recovery or Recoveries the ſaid *T. K.* ſhall be Demandant, and the ſaid *C. F.* Tenant, who ſhall vouch to Warranty the ſaid Sir *O. B.* who ſhall vouch the ſaid *F. B.* who ſhall vouch over the Common Vouchee: **And it is hereby declared and agreed** by and between all and every the ſaid Parties to theſe Preſents, and their true Intent and Meaning is, that from and after the Suffering and Perfecting of the ſaid Common Recovery or Common Recoveries ſo to be had and ſuffered as aforeſaid, the ſame ſhall be and enure, and be conſtrued, deemed and taken to be and enure, to the Uſe and Behoof of the ſaid Sir *O. B.* and his Aſſigns, for and during his natural Life; and from and after the Death of the ſaid Sir *O. B.* then to the Uſe and Behoof of the ſaid *F. B.* his Heirs and Aſſigns for ever, and to, for or upon no other Uſe, Truſt, Intent or Purpoſe whatſoever. **Provided nevertheleſs,** that it ſhall and may be lawful to and for the ſaid Sir *O. B.* by any Deed or Deeds indented, under his Hand and Seal to be executed, from Time to Time to make any Leaſe or Leaſes in Poſſeſſion, but not in Reverſion or Remainder, by way of future Intereſt, of all or any of the ſaid Premiſſes, or of any Part or Parts thereof, unto any Perſon or Perſons for and during the Life or Lives of one, two or three Perſons, or for any Term or Number of Years not exceeding 21 Years, ſo as no ſuch Leaſe or Leaſes, by any expreſs Words to be therein contained, be made diſpuniſhable of Waſte, and ſo as upon every ſuch Leaſe and Leaſes there be reſerved to continue payable during the reſpective Continuance of ſuch Leaſe and Leaſes, the beſt and moſt improved yearly Rents that can be reaſonably had or obtained, without taking any Sum or Sums of Money, or other Thing by way of Fine or Income for the ſame, and ſo as in every ſuch Leaſe there be contained a Clauſe of Re-entry for Non-payment of the Rent or Rents to be thereby reſerved, and ſo as the Leſſee and Leſſees, to whom ſuch Leaſe or Leaſes ſhall be made as aforeſaid, ſeal and deliver Counterparts thereof. **In Witneſs,** &c.

(*a*) Note; In the above Title, it being *B.*'s Eſtate, *&c.* there was a Fine by *A.* her Huſband, and ſhe levied to the firſt Mortgagees, at the End of his other Covenants; two Truſtees, whereof the above named *S.* was the Survivor, the Uſes whereof as follows, *viz.* To enure in the firſt Place to the Uſe of Mortgagee, her Executors, *&c.* for the ſaid Term, (*ſans* Waſte) ſubject to and under the above mentioned Proviſo or Condition; and from and after the Determination of the ſaid Term of 500 Years, to the Uſe of the ſaid *A.* and *R. S.* and their Heirs, in Truſt nevertheleſs for the ſaid *A.* and his Heirs, and to no other Uſe, *&c.*

Note; on Payment of Monies in Conſideration the Term of 500 Years to be void.

(*b*) *Q.* What is neceſſary to be done for barring the Uſes and Limitations in the Marriage Settlement of the 14th of *April*, *&c.* and for Sir *O. B.* and his Son to make a good Title in Fee of the *Cheſhire* Eſtate.

Let Sir *O.* and *F. B.* his Son ſuffer a Recovery of the *Cheſhire* Eſtate, in which Sir *O.* muſt be firſt vouched, and then his Son, who muſt vouch the Common Vouchee. It is abſolutely neceſſary for Sir *O.* to be vouched, becauſe the Intail which deſcended to him from Sir *O.* his Father doth not appear to have been ever barred for Want of a Tenant in the Recovery *primo Annæ*, and when this be done effectually, I conceive a good Title may be made to theſe Premiſſes in Fee.

W. R. 16 *March* 1736.

Bargain

Bargain and Sale of an Advowſon.

THIS Indenture, made, &c. Between *A.* of, &c. (eldeſt Son and Heir of *J. H.* late of, &c.) of the one Part, and *B.* of, &c. Gent. of the other Part, Witneſſeth, That for and in Conſideration of the Sum of 417*l.* 10*s.* of, &c. to the ſaid *A.* in Hand, &c. at or before the Executing of theſe Preſents, (in full for the abſolute Purchaſe of the Advowſon and Hereditaments herein after mentioned and intended to be hereby granted, bargained and ſold, and of the Fee-ſimple and Inheritance thereof) the Receipt, &c. and for divers, &c. He the ſaid *A.* hath granted, aliened, bargained and ſold, and by theſe Preſents Doth freely, clearly and abſolutely grant, &c. unto the ſaid *B.* and to his Heirs and Aſſigns, All that the Patronage, Advowſon, Donation, Preſentation and free Diſpoſition of the Vicarage of the Church of *O.* &c. aforeſaid, with its Rights, Members and Appurtenances, and alſo all, &c. To have and to hold the ſaid Patronage, Advowſon, Donation and free Diſpoſition of the ſaid Vicarage, and all and ſingular other the Hereditaments and Premiſſes herein before mentioned and intended to be hereby granted, bargained and ſold, with their and every of their Rights, Members and Appurtenances, unto the ſaid *J. H.* of *T.* his Heirs and Aſſigns, to the only Uſe and Behoof of the ſame *B.* his Heirs and Aſſigns for ever. And, &c. (*Covenants lawfully ſeiſed. Right to ſell. Peaceable Enjoyment, free*, &c. *Further Aſſurance*, &c.) In Witneſs, &c.

Of a Rectory, &c. *for the Conſideration in a Releaſe of the Premiſſes of equal Date, declaring the Uſes of a Fine* (*mentioned in the Releaſe*) *to the Bargainee in Fee.*

To be inrolled in Chancery.

THIS Indenture made, &c. Between, &c. Witneſſeth, that for and in Conſideration of, &c. in Hand paid, &c. at or before, &c. being the ſame Conſideration mentioned in a certain Indenture of Releaſe, bearing equal Date herewith, and made between the ſame Parties as are Parties to theſe Preſents, and being the full Conſideration Money for the abſolute Purchaſe, as well of the Rectory, &c. herein after by theſe Preſents mentioned to be bargained and ſold, as of certain Copyhold Lands in the ſaid Indenture of Releaſe covenanted to be ſurrendered; the Receipt and Payment of which ſaid Sum of, &c. and for divers other, &c. he the ſaid *D. H.* hath bargained, &c. unto the ſaid *R. B.* his Heirs and Aſſigns, All, &c. (*the Parcels in the Releaſe*); To have and to hold, &c. To the only Uſe, &c. And it is hereby declared, &c. (See Tit. Declarations.) In Witneſs, &c.

Of Meſſuages, &c. *in Conſideration of Money paid into Chancery, and other Conſiderations in a Releaſe of equal Date, to a Purchaſor and his Truſtee, with Covenant to levy a Fine, declaring the Uſes thereof to the Bargainees in Fee, in Truſt for the Purchaſor only.*

To be inrolled in Chancery.

THIS Indenture Tripartite, made, &c. Between *S. P.* of —— and *E.* his Wife, of the firſt Part, *J. S.* of —— and *R.* his Wife, of the ſecond Part, and *M. W.* of —— and *J. R.* * of —— of the third Part, Witneſſeth, that for and in Conſideration of the Sum of 800*l.* of —— paid into his Majeſty's High Court of Chancery, purſuant to an Order of the ſaid Court, bearing Date on or about —— by and with the Direction of the ſaid *S. P.* and *T. S.* and *R.* his Wife, teſtified by their Signing and Sealing theſe Preſents; and of the further Sum of, &c. by the ſaid *M. W.* to the ſaid *S. P.* at or before, &c. which ſaid Sums of —— amount together to the Sum of —— the Receipt whereof (as the full Conſideration Money for the abſolute Purchaſe of the —— herein after mentioned to be granted, bargained and ſold; and being the ſame Conſideration mentioned in a certain Indenture *Tripartite* of Releaſe, bearing equal Date herewith, and made between the ſame Parties as are Parties to theſe Preſents) the ſaid *S. P.* doth hereby acknowledge, and thereof, and of and from every Part, &c. doth hereby acquit, &c. the ſaid *W. M.* his Heirs, &c. and of the Sum of 10*s.* of, &c. to the ſaid *S. P. T. S.* and *R.* his Wife, in Hand alſo paid by the ſaid *M. W.* and *J. R.* at, &c. the reſpective Receipts, &c. and for divers other, &c. they the ſaid *S. P.* and *E.* his Wife, and *T. S.* and *R.* his Wife, Have and each of them hath bargained

* *J. R.* is joined with *M. W.* to prevent *M. W.*'s Wife of her Dower.

gained and ſold, and by, &c. unto the ſaid *M.W.* and *J.R.* their Heirs and Aſſigns, **All** that, &c. (*as in the Releaſe*); **To have and to hold**, &c. unto the ſaid *M.W.* and *J.R.* their Heirs and Aſſigns, **To the Uſe** of the ſaid *M.W.* and *J.R.* their Heirs and Aſſigns; **In Truſt** nevertheleſs for the ſaid *M.W.* his Heirs and Aſſigns for ever; **And**, &c. (See Tit. **Declaration of Uſes.**) **In Witneſs**, &c.

An abſolute Conveyance from a Roman Catholick (by Bargain and Sale inrolled and Fine) and by their Truſtee for ſecuring to a Mortgagee 300 l. *and Intereſt.*

THIS Indenture Quinquepartite, &c. **Between** *J.B.* of, &c. Eſq; (Son and Heir of *J.B.* late of, &c. Eſq; deceaſed, by *M.* his late Wife alſo deceaſed, who was the Daughter of Sir *J.C.* Bart. deceaſed), and Nephew and Heir at Law of *T.B.* late of &c. Eſq; deceaſed, and alſo Brother and Heir at Law of *M.B.* and *E.B.* both deceaſed, who were two of the Daughters of the ſaid *J.B.* deceaſed, by the ſaid *M.* his Wife, and alſo two of the Nieces and Deviſees of the laſt Will and Teſtament of the ſaid *T.B.* of the firſt Part, *C.B.* *S.B.* and *P.B.* Spinſters, the four ſurviving Daughters of the ſaid *J.B.* deceaſed, by the ſaid *M.* his late Wife, and alſo the four ſurviving Nieces and Deviſees of the ſaid Will of the ſaid *T.B.* of the ſecond Part, Sir *F.C.* of, &c. Bart. (ſurviving Truſtee named and appointed in and by the ſaid Will of the ſaid *T.B.*) of the third Part, *H.J.* of, &c. Gent. of the fourth Part, and *S.B.* of, &c. Eſq; and *N.M.* of, &c. Gent. of the fifth Part. **Whereas** the ſaid *T.B.* (being ſeiſed in Fee-ſimple of and in the ſeveral Meſſuages or Tenements, Lands and Hereditaments herein after mentioned) in and by his laſt Will and Teſtament in Writing, bearing Date, &c. *Did* (ſubject to ſeveral Eſtates thereby limited and ſince determined, and upon the Contingencies therein mentioned, and which have ſince happened and taken Effect) give all and ſingular his Meſſuages, &c. herein after particularly mentioned (amongſt other Things) to the ſaid Sir *J.C.* Sir *F.C.* (then *F.C.* Eſq;) and *T.R.* Eſq; (ſince deceaſed) and their Heirs; *In Truſt* that they the ſaid Sir *J.C.* Sir *F.C.* and *T.R.* and the Survivors and Survivor of them, and his Heirs, (after Payment of his Debts and Legacies therein mentioned) ſhould by Sale or Mortgage of ſuch of the ſaid Premiſſes thereby given unto them, as they ſhould think fit, levy, raiſe and pay to the Teſtator's Niece the ſaid *F.B.* her Executors or Adminiſtrators, the Sum of 2000 *l.* *And upon further Truſt*, that after Payment of the ſaid Teſtator's Debts and Legacies, and of the ſaid Sum of 2000 *l.* they the ſaid Sir *J.C.* Sir *F.C.* and *T.R.* and the Survivors and Survivor of them, and his Heirs, ſhould ſtand and be ſeiſed of all the ſaid Premiſſes, *In Truſt* for the ſaid Teſtator's Niece *F.B.* and for all other the Daughters of the ſaid *J.B.* deceaſed, by his ſaid late Wife *M.* equally to be divided between them, and for the reſpective Heirs of the ſaid *F.B.* and all and every ſuch other Daughters, as by the ſaid recited Will may more fully and at large appear: **And whereas** the ſaid *T.B.* ſometime afterwards departed this Life, without altering or revoking the ſaid Will, or any Part thereof: **And whereas** the ſaid *J.B.* deceaſed, did leave Iſſue by the ſaid *M.* his Wife, living at the Time of his Death, ſeven Children, *viz.* one Son, the ſaid *J.B.* Party, &c. and ſix Daughters, the ſaid *C.B.* *F.B.* *S.B.* *P.B.* *M.B.* and *E.B.* which ſaid *M.* and *E.* died ſeiſed of or intitled to their Right, Shares or Intereſt in the ſaid deviſed Premiſſes, and both Inteſtate and without Iſſue; whereby the ſame deſcended to the ſaid *J.B.* Party to theſe Preſents, as their Brother and Heir at Law: **And whereas** by Indenture *Quadripartite* of Bargain and Sale duly inrolled in his Majeſty's Court of King's Bench at *Weſtminſter*, bearing Date on, &c. and made or mentioned to be made between the ſaid *J.B.* Party, of the firſt Part, the ſaid *C.B.* *F.B.* *S.B.* and *P.B.* of the ſecond Part, *J.W.* Gent. and *K.W.* Gent. of the third Part, and the ſaid *H.J.* and *D.T.* Gent. of the fourth Part, Reciting as therein is recited, and for the Conſiderations therein mentioned, they the ſaid *J.W.* and *K.W.* (at the Requeſt of the ſaid *J.B.* *F.C.B.* *A.A.* *S.B.* and *P.P.*) and alſo the ſaid *J.B.* Party, *C.B.* *F.B.* *S.B.* and *P.B.* *Did* grant, bargain and ſell unto the ſaid *H.J.* his Heirs and Aſſigns, *All* and ſingular the ſaid Meſſuages or Tenements, Lands and Hereditaments; *To hold* the ſame Premiſſes unto and to the Uſe of the ſaid *H.J.* and his Heirs; **And whereas** by Indenture *Tripartite*, bearing Date the ſaid, &c. made or mentioned to be made between the ſaid *H.J.* of the firſt Part, the ſaid *J.B.* Party, of the ſecond Part, and the ſaid *C.B.* *F.B.* *S.B.* and *P.P.* of the third Part; *All* the ſaid Premiſſes are made redeemable upon Payment of the Sum of 460 *l.* 15 *s.* and the Intereſt thereof, at 5 *l.* *per Cent.* by the ſaid *J.B.* Party, &c. *C.B.* *F.B.* *S.B.* and *P.P.* their or any of their Heirs, Executors, Adminiſtrators or Aſſigns, to the ſaid *H.J.* at the Time therein mentioned and long ſince paſt: **And whereas** by a Decree pronounced on or about the 20th Day of, &c. in the High Court of Chancery, and afterwards duly inrolled in the ſame Court, in a certain Cauſe then there depending, wherein the ſaid *C.B.* *F.B.* *S.B.* and *P.P.* were Plaintiffs, and the ſaid *J.B.*

To be inrolled, being a Roman Catholick's Eſtate.
Heirs.
Truſtee.
Prior Mortgagee.
New Mortgagee and his Truſtee.
Recitals, *viz.*
As to the Will whereby Premiſſes deviſed, &c.
To his Niece.
As to Teſtator's Death without revoking, &c.
As to the Nieces Names and two of their Deaths, whereby their two Shares deſcended to their Brother as Heir at Law.
As to the prior Mortgagee paying off an Incumbrance and making a Bargain and Sale inrolled for Security to him thereof.
As to the Deſeaſance thereon.
As to a Decree in Court for Sale of Premiſſes.

J.B. Party, *&c.* Sir *F.C.* and *T.R.* Eſq; (Son and Heir of the ſaid *T.R.* deceaſed) were Defendants, It was ordered that the ſaid Premiſſes in the ſaid County of *K.* ſhould be ſold either intire or in Parcels to the beſt Purchaſor or Purchaſors, to be approved of by Mr. *E.* one of the Maſters of the ſaid Court, and out of the Monies ariſing by Sale, to pay the ſaid *F.B.* the Sum of 2000 *l.* with Intereſt, and the Reſt of the Money ariſing by the ſaid Sale, to be divided into ſix equal Parts, whereof the ſaid *C.B. F.B. S.B.* and *P.B.* are each to have one ſixth Part, and the ſaid *S.B.* Party, *&c.* the other two ſixth Parts: **And whereas** by a ſubſequent Order of the ſaid Court in the ſame Cauſe, and made on or about the, *&c.* thereby taking Notice that no Purchaſor had offered for the ſaid Premiſſes, and that the ſaid *C.B. F.B. S.B. P.B.* and *J.B.* Party, were deſirous to raiſe a Sum of Money by Mortgage of the ſaid Premiſſes, in order to pay off the ſaid 2000 *l.* to the ſaid *F.B.* and ſome other Incumbrances which did affect the ſame Premiſſes; It is ordered that the ſaid *C.B. F.B. S.B. P.B.* and *J.B.* Party, *&c.* ſhould be at Liberty in the mean Time, until a Purchaſor can be got, to make a Mortgage of the ſaid Premiſſes, with the Approbation of the ſaid Maſter, for raiſing ſuch Sum of Money as ſhould be neceſſary, *As* by the ſaid ſeveral recited Indentures and Decretal Orders and ſubſequent Orders, Relation being thereunto reſpectively had, may more fully and at large appear: **And whereas** there is now juſtly due and owing to the ſaid *H.J.* from the ſaid *J.B.* Party, *C.B. F.B. S.B.* and *P.B.* by virtue of or under the ſaid Indenture *Quadripartite*, the Principal Sum of 460 *l.* 15 *s.* and the Sum of 67 *l.* 4 *s.* 3 *d.* for the Intereſt thereof; and there is alſo due from them to the ſaid *H.J.* the further Sum of 260 *l.* for Fees, Coſts and Diſburſements, in carrying on and ſoliciting the ſaid Cauſe in the ſaid Court of Chancery, and for other Buſineſs done by him for the ſaid *J.B.* Party, *C.B. F.B. S.B.* and *P.B.* which ſaid Sum of 460 *l.* 15 *s.* 67 *l.* 4 *s.* 3 *d.* and 260 *l.* do in the whole amount to the Sum of 787 *l.* 19 *s.* 3 *d.* **And whereas** *R.H.* of —— Clerk, is intitled to a Debt from the ſaid *T.B.* to the Sum of 365 *l.* for Principal, Intereſt and Coſts; and the Repreſentatives of the Reverend Mr. *L.* deceaſed, are intitled to a Debt, amounting to the Sum of 200 *l.* from the ſaid *B.* which ſaid Sum of 365 *l.* and 200 *l.* are all the Debts of the ſaid *T.B.* that remain unſatisfied: **Now this Indenture witneſſeth,** That for and in Conſideration of the ſaid Sum of 365 *l.* and 200 *l.* by the ſaid *S.B.* (by and with the Direction and Conſent of the ſaid *J.B.* Party, *C.B. F.B. S.B.* and *P.B.* teſtified by their being Parties to and Sealing theſe Preſents) to be paid to the ſaid *R.H.* and the ſaid Repreſentatives of the ſaid Mr. *L.* the Receipt for which ſame ſeveral Sums are indorſed on theſe Preſents; and for and in Conſideration of the ſaid Sum of 787 *l.* 19 *s.* 3 *d.* of, *&c.* by the ſaid *S.B.* (by and with ſuch Conſent and Direction as aforeſaid) now in Hand paid to the ſaid *H.J.* at, *&c.* the Receipt whereof, *&c.* and thereof doth acquit, releaſe and diſcharge the ſaid *S.B.* his Heirs, Executors and Adminiſtrators; and alſo in Conſideration of the further Sum of 1647 *l.* 9 *d.* of like, *&c.* by the ſaid *S.B.* now in Hand paid to the ſaid *J.B.* Party, *&c. C.B. F.B. S.B.* and *P.B.* in the ſeveral Shares, Manner and Proportions following, *viz.* the Sum of 9 *l.* 11 *s.* 10 *d.* Part of the ſaid Sum of 1647 *l.* 9 *d.* to the ſaid *J.B.* Party, *&c.* the Sum of 160 *l.* other Part thereof to the ſaid *C.B.* the Sum of 160 *l.* other Part thereof, to the ſaid *S.B.* the Sum of 160 *l.* other Part thereof, to the ſaid *P.B.* and the Sum of 115 *l.* 7 *s.* 8 *d.* (greateſt Part) Reſidue of the ſaid Sum of 1647 *l.* 9 *d.* to the ſaid *F.B.* the Receipt and Payment of which ſaid Sum of 1647 *l.* 9 *d.* in the ſeveral Shares and Proportions aforeſaid, the ſaid *J.B.* Party, doth hereby acknowledge, and thereof, *&c.* the ſaid *S.B.* his Heirs, Executors and Adminiſtrators, (which ſaid ſeveral Sums of 365 *l.* 200 *l.* 787 *l.* 193 *l.* and 1647 *l.* 9 *d.* do in the whole amount to the Sum of 3000 *l.*) and alſo for and in Conſideration of the Sum of 5 *s.* a-piece, of like lawful Money to the ſaid Sir *F.C.* *H.J.* *J.B.* Party, *C.B. F.B. S.B.* and *P.B.* at, *&c.* in Hand paid by the ſaid *S.B.* and *N.M.* the Receipt, *&c.* **He** the ſaid Sir *F.C.* as well in Purſuance of the Truſt in him repoſed by the ſaid Will of the ſaid *T.B.* as alſo in Purſuance of and Obedience to the ſaid Decree and ſubſequent Order of the Court of Chancery, (and at the Requeſt and by the Direction of the ſaid *J.B.* Party, *C.B. F.B. S.B.* and *P.B.* teſtified as aforeſaid, and by the Nomination of the ſaid *S.B.* teſtified by his Sealing theſe Preſents) and the ſaid *H.J.* (by the like Direction and Nomination) and alſo the ſaid *J.B.* Party, *C.B. F.B. S.B.* and *P.B.* **Have,** and each and every of them **Hath** bargained, ſold and confirmed, and by theſe Preſents **Do,** and each and every of them **Doth** bargain, *&c.* unto the ſaid *S.B.* and *N.M.* and the Heirs of the ſaid *S.B.* **All** that Capital Meſſuage, *&c.* **All** which ſaid Meſſuages or Tenements, Lands, Hereditaments and Premiſſes, are ſituate, *&c.* and now are or late were in the ſeveral Tenures or Occupations of, *&c.* at and under ſeveral yearly Rents, amounting in the whole to 185 *l.* and 10 *s.* *per Ann.* and upwards, and all other the Meſſuages, *&c.* in the ſaid County of *K.* which were deviſed to the ſaid Sir *J.C.* Sir *F.C.* and *T.R.* deceaſed, and their Heirs, in and by the ſaid Will of the ſaid *T.B.* deceaſed, together with all and ſingular Ways, *&c.* *And* the Reverſion, *&c.* *And* all the Eſtate, *&c.* of them the ſaid Sir *F.C.*

(*all*

And as to every Perſon's Part.

As to a ſubſequent Order thereon, whereoy Parties have Power before Sale to mortgage Premiſſes.

As to what now due to prior Mortgagee for Principal and Intereſt, and alſo a further Sum of —— for carrying on ſaid Cauſe and other Buſineſs.

As to the only two Debts now due from Teſtator.

Conſiderations, *viz.*

As to the Debts paid to the Teſtator's Creditors.

As to the prior Mortgagee.

As to the Heirs, the Sums in ſeveral Parts and Proportions, *viz.*

And of 5 *s.* a-piece to the Truſtees, to be paid by new Mortgagee and his Truſtee.

Bargain and Sale.

Premiſſes.

(*all the Grantors*) or any of them, of, in, to or out of the ſaid Capital, and other Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, and every or any Part and Parcels thereof; **To have and to hold** the ſaid Capital and other Meſſuages, *&c.* herein before mentioned and intended to be hereby bargained and ſold, with their and every of their reſpective Appurtenances, unto the ſaid *S. B.* and *N. M.* and the Heirs and Aſſigns of the ſaid *S. B.* to the Uſe of the ſaid *S. B.* and *N. M.* and the Heirs and Aſſigns of the ſaid *S. B.* nevertheleſs as to the Eſtate and Intereſt of the ſaid *N. M.* in Truſt for the ſaid *S. B.* his Heirs and Aſſigns, (*ſubject nevertheleſs in the firſt Place to the Debts of the ſaid* T. B. *and to the Legacies charged on the ſaid Premiſſes by the ſaid recited Will of the ſaid* T. B.) (*Covenant from the Truſtee that he has done no Act*; *the like from Prior Mortgagee*; *Covenant from the Heirs to levy a Fine*; *Declaration of the Uſe thereof*; *Covenant*, viz. *ſeiſed*; *good Right*; *quiet Enjoyment*; *free from Incumbrances*; *further Aſſurance.*) (*a*) **In Witneſs**, &c.

These Words may be omitted if Sir *T. C.* is ſatisfied they are paid, otherwiſe muſt ſtand.

Bargain and Sale as a further Aſſurance, purſuant to a Covenant in a former Deed.

THIS Indenture Sextipartite, made the, *&c.* **Between** Sir *W. D.* of, *&c.* Bart. and Dame *A.* his Wife, (eldeſt Daughter of *W. P. W.* of *Gray's Inn* in the County of *Middleſex*, Eſq;) of the firſt Part, *J. B.* Serjeant at Law, of the ſecond Part, *J. L.* of, *&c.* in the *Iſle of Wight*, Eſq; *R. P.* of, *&c.* Eſq; and *R. H.* of, *&c.* Eſq; of the third Part, *E. P.* of, *&c.* Eſq; of the fourth Part, *H. W.* Eſq; (eldeſt Son of the ſaid *W. P. W.* of *Gray's Inn*) and *W. P. W.* of the *Inner Temple*, *London*, Eſq; (ſecond Son of the ſaid *W. P. W.* of *Gray's Inn*) of the fifth Part, and the ſaid *W. P. W.* the Father, of the ſixth Part, **Witneſſeth**, that the ſaid Sir *W. D.* in Purſuance of certain Covenants and Agreements made by the ſaid Sir *W. D.* and compriſed and ſpecified in one Indenture *Sextipartite*, bearing Date, *&c.* and made between the ſame Parties as are to theſe Preſents, touching and concerning his the ſaid Sir *W. D.*'s making ſuch further Aſſurances and Conveyances of the ſeveral and reſpective Manors, Lordſhips, Meſſuages, Lands, Tenements, Advowſons and Hereditaments herein after mentioned and intended to be granted, bargained and ſold, as ſhould be reaſonably adviſed or required; and in Conſideration of the Payment, or of undertaking the Payment of the Debts of the ſaid Sir *W. D.* in a Schedule to the ſame Indenture *Sextipartite* annext ſpecified, amounting to the Sum of —— by them the ſaid *W. P. W.* the Elder, and *W. P. W. Junior*, and for and in Conſideration of the Sum of 5 *s.* of, *&c.* to him in Hand paid by the ſaid *E. P.* at, *&c.* the Receipt, *&c.* **Hath** (with Conſent of the ſaid *W. P. W.* the Elder) granted, bargained, ſold and confirmed, and by theſe Preſents **Doth** grant, *&c.* unto the ſaid *E. P.* his Heirs and Aſſigns for ever, **All** that Houſe, *&c.* **To have and to hold** all and ſingular the ſaid Premiſſes, with their and every of their Appurtenances, unto the ſaid *E. P.* his Heirs and Aſſigns, **To the Uſe** of the ſaid *E. P.* his Heirs and Aſſigns for ever; **In Truſt nevertheleſs** for the ſaid *W. P. W.* the Elder, his Heirs and Aſſigns for evermore: **And this Indenture alſo witneſſeth**, that in further Purſuance of his the ſaid Sir *W. D.*'s Covenant for further Aſſurance, and for the Conſiderations aforeſaid, and alſo in Conſideration of the Sum of 10 *s.* of like, *&c.* to him the ſaid Sir *W. D.* in Hand paid by the ſaid *J. L. R. P.* and *R. H.* at, *&c.* the Receipt, *&c.* and for divers, *&c.* **He** the ſaid Sir *W. D.* **hath** granted, bargained, ſold and confirmed, and by theſe Preſents **Doth** grant, *&c.* unto the ſaid *J. L. R. P.* and *R. H.* and their Heirs, **All** that the Manor, *&c.* and all other the Manors, *&c.* and the Reverſion, *&c.* **To have and to hold** all and ſingular the ſaid laſt mentioned Premiſſes, with their Appurtenances, unto the ſaid *J. L. R. P.* and *R. H.* their Heirs and Aſſigns for ever, **To** and for the ſeveral Uſes, Intents and Purpoſes, and ſubject to ſuch Eſtates, Truſts, Powers, Proviſoes and Limitations, as are thereof herein after limited, expreſſed, declared, reſerved, given and provided; (that is to ſay) **As** to, for and concerning all ſuch of the ſaid laſt mentioned Premiſſes as were lately held by or to the Uſe of, or in Truſt for the late Dame *M. D.* (Widow and Relict of Sir *W. D.* Knt. and Bart. deceaſed, late Father of the ſaid Sir *W. D.* Party to theſe Preſents) for or as her Jointure, to this Intent and Purpoſe, that they the ſaid *J. L. R. P.* and *R. H.* and their Heirs, by, with and out of the Rents, Iſſues and Profits of the ſame Premiſſes, ſhall and do pay, or cauſe to be paid unto the ſaid Dame *A. D.* for her ſole and ſeparate Uſe, the yearly Sum of 50 *l.* free and clear of and from all and all Manner of Rates, Taxes, Impoſitions and Deductions whatſoever,

Conſideration.

Sale.

Habendum.

Second Conſideration.

Sale of other Premiſſes.

Habendum.

To Uſes, ſubject, *&c.*

Jointure.

(*a*) *Q.* If neceſſary to have the Maſter to approve of this Conveyance, the Parties being all of Age?
A. It is not.
Q. If neceſſary that all the Deeds upon the Transferring this Mortgage ſhould be inrolled?
A. All by which the Papiſts convey muſt be inrolled, but the Defeaſance from the Mortgagee does not need.
John Ward.

ſoever, by quarterly Payments, at the Feaſts called *Lady-Day*, *Midſummer*, *Michaelmas* and *Chriſtmas*, during the Joint natural Lives of them the ſaid Sir *W. D.* and Dame *A.* his Wife
Live ſeparate. (if they ſhall ſo long continue to live ſeparate and a-part, as they do now), for which her Receipt ſhall be a ſufficient Diſcharge; the ſaid yearly Sum of 50 *l.* being an Addition to another yearly Sum of 100 *l.* provided heretofore for her ſeparate Uſe, in and by a Settlement made by the ſaid Sir *W. D.* of the Premiſſes, and other Lands upon his Intermarriage with the ſaid Dame *A.* then *A. W.* Daughter of the ſaid *W. P. W.* the Elder, and ſubject and chargeable to and with the Payment of the ſaid yearly Sum of 50 *l.* to the Uſe of the ſaid *W. P. W. Junior*, his Heirs and Aſſigns for ever; but from and after the Deceaſe of the ſaid Sir *W. D.* the ſaid Uſe and Eſtate of the ſaid *W. P. W. Jun.* ſhall remain ſubject and chargeable, to and with the Payment of a due Proportion of a certain yearly Sum of 500 *l.* provided for the Jointure of the ſaid Dame *A. D.* in and by the ſaid Marriage Settlement, and alſo ſubject and charged to and with a certain Term of 600 Years limited and raiſed in and by the ſaid Marriage Settlement; **In Truſt** for the Levying, Raiſing and Paying of certain Portions and Maintenances for ſuch of the Children of the ſaid Sir *W. D.* and Dame *A.* his Wife, for whom the ſame are thereby provided; **And ſubject** and chargable to and with the ſeveral Uſes and Eſtates in and by the ſaid Marriage Settlement limited to the firſt and every other Son of the ſaid Sir *W. D.* on his ſaid now Wife begotten ſucceſſively in Tail Male; and in Default of ſuch Iſſue, to the ſaid Dame *A. D.* for her Life; **And as to**, for and concerning the ſaid Barton and Demeſnes of, *&c.* except, *&c.* ſubject and charged to and with a Term of 99 Years, limited and raiſed in and by the ſaid Marriage Settlement; in Truſt for the Levying, Paying and Diſpoſing of the ſaid yearly Sum of 100 *l.* for the ſeparate Uſe of the ſaid Dame *A. D.* during the Joint natural Lives of her and the ſaid Sir *W. D.* and as to the ſame Premiſſes ſo charged with the ſaid Term of 99 Years, from the Expiration or other ſooner Determination of the ſame Term, or the Ceaſing of the Truſts thereof; **And** as to, for and concerning the ſaid Capital Meſſuage and Gardens, and all other the ſaid laſt mentioned Manors, *&c.* hereby granted, bargained and ſold, or mentioned, *&c.* unto the ſaid *J. L. R. P.* and *R. H.* to the Uſe of him the ſaid Sir *W. D.* and his Aſſigns, for and during the Term of his natural Life, with ſuch Power of making Leaſes, as is to him reſerved and directed in and by the ſaid Marriage Settlement; and from and after the Deceaſe of the ſaid Sir *W. D.* to the Uſe and Behoof of the ſaid *W. P. W. Junior*, his Heirs and Aſſigns for ever; but in caſe the ſaid Sir *W. D.* ſhall ſurvive the ſaid Dame *A.* his Wife, without Iſſue by him on her Body begotten, then upon any future Marriage of him the ſaid Sir *W. D.* and upon his the ſaid Sir *W. D.*'s firſt paying, or well and ſufficiently ſecuring to be paid unto the ſaid *W. P. W.* the Elder, his Heirs, Executors or Adminiſtrators, the Sum of 1386 *l.* 7 *s.* 6 *d.* with Intereſt at 5 *l. per Cent. per Ann.* for the ſame, from the 24th Day of *December* laſt paſt, and alſo of the Sum of 4000 *l.* with Intereſt for the ſame at 5 *l. per Cent. per Ann.* from the 24th Day of *December* laſt paſt (which ſaid Sums of 1386 *l.* 7 *s.* 6 *d.* and 4000 *l.* are the ſame Sums of 1386 *l.* 7 *s.* 6 *d.* and 4000 *l.* as are mentioned in the ſaid Indenture *Sextipartite*, bearing Date, *&c.*) then he the ſaid Sir *W. D.* ſhall have full Power, and it ſhall be lawful for him to limit and appoint any Parts or Parcels of the ſaid laſt mentioned Premiſſes, to or to the Uſe of any ſuch after-taken Wife or Wives, for her or their Life or Lives, by Way of Jointure, ſo as the Lands ſo to be limited in Jointure, do not exceed in Value 100 *l. per Ann.* for every 1000 *l.* Portion, which he the ſaid Sir *W. D.* ſhall receive with ſuch Wife, and ſo in Proportion, or Lands not exceeding 150 *l per Ann.* for any leſſer Portion than 1500 *l.* and likewiſe to ſubject and charge all or any Part of the ſame Premiſſes, to and with the Payment of any Sum or Sums of Money not exceeding 6000 *l.* in the whole, for the Portion and Portions of the younger Sons and Daughters of ſuch future Marriage, or for the Daughter or Daughters of ſuch future Marriage, in caſe of no Son of ſuch future Marriage; and moreover to limit and appoint all or any Part of the ſame Premiſſes, unto the firſt and every other Son of ſuch future Marriage ſucceſſively in Tail Male, and ſo ſubject to the ſaid Eſtate for Life of the ſaid Sir *W. D.* and his Power of Leaſing; and to the ſeveral other contingent Powers, which may ariſe and accrue to the ſaid Sir *W. D.* as aforeſaid, and from and after the Deceaſe of the ſaid Sir *W. D.* in the Life-time of the ſaid Dame *A.* his Wife, ſubject and chargeable to and with a due Proportion of the ſaid yearly Sum of 500 *l.* provided for the Jointure of the ſaid Dame *A.* as aforeſaid, and alſo ſubject and charged to and with the ſaid Term of 600 Years, and the Truſts thereof above mentioned, and ſubject and charged to and with the ſaid Uſes and Eſtates, to the firſt and every other Sons of the ſaid Sir *W. D.* on the Body of the ſaid Dame *A.* his Wife begotten in Tail Male; and in Default of ſuch Iſſue, then ſubject and charged to and with the ſaid Uſe and Eſtates ſo limited, unto the ſaid Dame *A. D.* for her Life, and when and as the ſaid ſeveral Uſes and Eſtates of and in the Premiſſes ſhall ceaſe and determine, or the Truſts thereof ſhall be duly executed and performed, and the ſaid ſeveral Powers now in Being, and thoſe which ariſe, ſhall be duly ſerved, then and from thenceforth all

and ſingular the ſaid Premiſſes ſhall continue, remain, and be to the Uſe and Behoof of the ſaid *W. P. W.* the Son, his Heirs and Aſſigns for ever, and to and for no other Uſes, Intents or Purpoſes, nor ſubject to any other Truſts or Powers whatſoever. **And this Indenture further witneſſeth,** that the ſaid Sir *W. D.* for and in Conſideration of the Sum of 155*l.* of like, &c. to him in Hand paid by the ſaid *H. W.* and *W. P. W.* the Sons, at, &c. the Receipt, &c. and for divers other, &c. **Hath** granted, bargained, ſold and confirmed, and by theſe Preſents doth, &c. unto the ſaid *H. W.* and *W. P. W.* the Sons, and their Heirs, all that one Moiety of the Rectory or Parſonage of *A.* in the ſaid County of *D.* with its Rights, Members and Appurtenances, now held by Leaſe for the Term of the natural Life of *N. W.* of, &c. and all that the other Moiety of the ſaid Rectory or Parſonage of *A.* with its Rights, Members and Appurtenances, now held by Leaſe for the Term of the natural Lives of him the ſaid Sir *W. D.* and of *J. P.* and *J. T.* and the Life of the longer Liver of them, and the Reverſion, &c. of both the ſaid Moieties; **To have and to hold** the ſame unto the ſaid *H. W.* and *W. P. W.* the Sons, and their Heirs, to the Uſe of the ſaid *W. P. W.* the Son, his Heirs and Aſſigns, ſubject to the Payment of the yearly Sum of 10*l.* unto the ſaid Dame *A. D.* for her ſeparate Uſe, by quarterly Payments from *Chriſtmas* laſt paſt, during the natural Life of the ſaid Sir *W. D.* (if the ſaid Separation between them ſo long continue) and ſubject to the Payments of the ſeveral Rents reſerved to the reſpective Leſſors thereof, and to the ſeveral Truſts for Renewing the Leaſe of the ſame, and other the Truſts thereof declared in and by the ſaid Marriage Settlement, other than and except the Truſts thereof thereby declared for the ſaid Sir *W. D.* and the Heirs of his Body, and in Default of ſuch Iſſue, for the ſaid Sir *W. D.* his Heirs and Aſſigns, which ſaid excepted Truſts are hereby intended and agreed to be diſcharged; but in caſe the ſaid Sir *W. D.* ſhall ſurvive the ſaid Dame *A.* his Wife, without Iſſue on her Body by him begotten, that then the ſaid Truſt of the ſaid Rectory and Parſonage herein and hereby intended to be declared for the ſaid *W. P. W. Junior*, and his Heirs, ſhall be ſubject and liable unto the like Powers in him the ſaid Sir *W. D.* as are herein before limited and reſerved unto him in the ſaid Freehold Manors, Meſſuages, Lands, Tenements and Hereditaments of him the ſaid Sir *W. D.* **And it is hereby** declared and agreed, that the ſeveral yearly Sums of 50*l.* and 10*l.* herein before mentioned and provided for the ſeparate Uſe of the ſaid Dame *A. D.* are the ſame yearly Sums of 50*l.* and 10*l.* as are mentioned and provided for her ſeparate Uſe in and by the above mentioned Indenture *Sextipartite*, bearing Date, &c. **And whereas** the ſaid Sir *W. D.* hath agreed and doth intend to levy a Fine *ſur Conuſance de droit come ceo*, &c. of the Freehold Premiſſes (except the two Moieties of the ſaid Leaſehold Premiſſes) as of next *Hilary* Term, unto the ſaid *J. L. R. P.* and *R. H.* and their Heirs, or the Heirs of one of them: **Now it is hereby declared** and agreed by and between the ſaid Parties to theſe Preſents, that ſuch Fine and all and every other Fine and Fines levied or to be levied by or between the ſaid Parties, or any of them, of or compriſing the ſame Premiſſes (except as aforeſaid) or any of them, ſhall be and enure, and is and are hereby intended, declared and agreed to be and enure, to and for the ſeveral Uſes, Intents and Purpoſes, and ſubject to the Truſts, Powers, Proviſoes and Limitations herein before expreſſed and declared of and concerning the ſame Premiſſes reſpectively: **And this Indenture further witneſſeth,** that for and in Conſideration of the Sum of 400*l.* paid or to be paid and applied by the ſaid *W. P. W.* the Elder, towards Satisfaction of the Debts of the ſaid Sir *W. D.* due at the Time of his making his ſaid Marriage Settlement, which then affected his Eſtate, (which Sum of 400*l.* is the ſame Sum of 400*l.* which is mentioned in the ſaid Indenture *Sextipartite*, bearing Date the ſaid 24th Day of *December* laſt paſt, as the Conſideration of his the ſaid *J. B.*'s Grant and Releaſe, unto the ſaid *E. P.* and his Heirs, of the Lands and Tenements herein after mentioned) and for and in Conſideration of the Sum of 5*s.* of like, &c. unto him the ſaid *J. B.* now in Hand paid by the ſaid *E. P.* the Receipt, &c. **He** the ſaid *J. B.* (by the Direction and Appointment of the ſaid Sir *W. D.* and that upon the Nomination of the ſaid *W. P. W.* the Father, teſtified by their being reſpectively Parties to theſe Preſents and their reſpective Executions hereof,) **Hath** granted, bargained, ſold and confirmed, and by theſe Preſents doth grant, bargain, ſell and confirm unto the ſaid *E. P.* his Heirs and Aſſigns for ever, **All** that the fourth Part of the ſaid Manor of, &c. which hath not heretofore been ſold by him the ſaid *J. B.* to any other Perſon, and the Reverſion, &c. **To have and to hold** all and ſingular the ſaid laſt mentioned Premiſſes, with their Appurtenances, unto the ſaid *E. P.* his Heirs and Aſſigns, **To** the Uſe of the ſaid *E. P.* his Heirs and Aſſigns for ever; **In Truſt nevertheleſs** for the ſaid *W. P. W.* the Father, his Heirs and Aſſigns for evermore. **In Witneſs,** &c.

Third Conſideration.

Sale of two Moieties of a Rectory.

Declaration.

Agreement to levy a Fine.

Declaration of the Uſes.

Fourth Conſideration.

Sale.

A Bill of Sale of a Rent-Charge payable out of a Manor, &c. by a Mother to her Son, who is intitled to the Manor, to prevent a Forfeiture.

THIS Indenture Tripartite, made the, *&c.* Between the Right Honourable *E.* Viſcounteſs Dowager *J.* (Widow and Relict of the Honourable *J. N.* late of, *&c.* Eſq; deceaſed) of the firſt Part, and *J. N.* of, *&c.* Eſq; eldeſt Son and Heir of the ſaid *J. N.* deceaſed, by the ſaid Viſcounteſs his Mother, of the ſecond Part, and *A. B.* of the third Part.

The Mother intitled to a Rent-Charge;

Whereas by Virtue of a certain Indenture bearing Date, *&c.* made between the ſaid *J. N.* the Father, deceaſed, (by ſuch Addition as therein mentioned) and the ſaid Viſcounteſs his Wife, of the one Part, and *L. C. jun.* Eſq; and *C. S.* Clerk, (by ſuch other Additions as therein alſo mentioned) of the other Part, for the Conſiderations therein expreſſed, ſhe the ſaid *E.* Viſcounteſs Dowager, is now intitled to one Annuity or yearly Rent-Charge of 250*l.* *per Ann.* for and during her Life, iſſuing and payable out of All that the Manor, *&c.* in the ſaid Indenture mentioned, ſituate, *&c.* payable in Manner as therein is expreſſed, to which ſaid Manor and Premiſſes ſo charged, as aforeſaid, he the ſaid *J. N.* (Party hereto) is now intitled: Now this Indenture witneſſeth, that for and in Conſideration of the great Love and Affection which the ſaid Viſcounteſs *J.* hath and beareth unto her ſaid eldeſt Son *J. N.* and alſo in Conſideration of the Sum of 5*s.* of, *&c.* to her the ſaid Viſcounteſs in Hand paid by the ſaid *A. B.* at, *&c.* the Receipt, *&c.* and for divers, *&c.* She the ſaid *E.* Viſcounteſs Dowager *J.* hath, and by theſe Preſents Doth grant, bargain and ſell unto the ſaid *A. B.* All that the before mentioned Annuity or yearly Rent-Charge of 250*l.* *per Ann.* ſo iſſuing and payable to her the ſaid Viſcounteſs out of the ſaid Manor, *&c.* and alſo all the Eſtate, *&c.* To have and to hold the ſaid Annuity or yearly Rent-Charge of 250*l.* *per Ann.* hereby bargained and ſold unto the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns from henceforth, for and during the full End and Term of 99 Years, from henceforth to be computed, and fully to be compleat and ended, if the ſaid Viſcounteſs Dowager *J.* ſhall ſo long live; In Truſt nevertheleſs for the Uſe and Benefit of the ſaid *J. N.* (Party hereto) his Heirs and Aſſigns, and to be conveyed, aſſigned and diſpoſed of as he or they ſhall direct or appoint; And in Truſt to defend and protect the Title which he the ſaid *J. N.* (Party hereto) his Heirs or Aſſigns, hath, have or ſhall have to the ſaid Manor, Hereditaments and Premiſſes, out of which the ſaid yearly Rent-Charge is ſo iſſuing as aforeſaid. In Witneſs, &c.

the Son intitled to the Lands.

A Bargain and Sale (to be inrolled) of an undivided fourth Part of a Plantation in Nevis; alſo an Aſſignment of a fourth Part of Negroes and Stock, &c.

THIS Indenture, &c. Between *W. D.* of, *&c.* (Son and Heir of *W. D.* who was the Son and Heir of *C. D.* and *M.* his Wife, heretofore called *M. N.* one of the four Aunts and Coheireſſes of *E. M.* deceaſed, the late Wife of Captain *W. M.* alſo deceaſed, which ſaid *E. M.* was the only Child and Heir at Law of *W. N.* late of the Iſland of *Nevis* in *America*, who was the only Brother of the ſaid *M. N.* and her three Siſters) and *E.* the Wife of the ſaid *W. D.* Party hereto, of the one Part, and *T. W.* of *London*, Merchant, of the other Part, witneſſeth, that for and in Conſideration of the Sum of —— of, *&c.* to the ſaid *W. D.* Party hereto, in Hand well and truly paid by the ſaid *T. W.* at, *&c.* (in full for the abſolute Purchaſe of his the ſaid *W. D.*'s full undivided fourth Part of and in the Plantation, Lands, Hereditaments and Negroes, and the Fee-ſimple and Inheritance thereof herein after granted, bargained and ſold) the Receipt, *&c.* And in Purſuance and Conformity of an Act of the Commander in Chief, General Council and General Aſſembly of his Majeſty's *Leward Caribbee Iſlands* in *America*, made the 4th Year of the Reign of her late Majeſty Queen *Anne*, for the ſupplying the want of Fines and Recoveries in thoſe Iſlands, and for making any Deed or Deeds duly executed and acknowledged before any of the Juſtices of the Court of Common Pleas in the Kingdoms of *England* or *Ireland*, or any of thoſe Iſlands, equivalent to a Fine and Recovery, or Fines and Recoveries, duly and regularly levied and ſuffered in any of the Courts of Record at *Weſtminſter*; and to the End and Intent that all Right of Dower, and all Eſtates-Tail, Reverſions and Remainders thereupon expectant or depending of and in the ſaid Hereditaments and Premiſſes, may be fully and effectually extinguiſhed, barred, docked and deſtroyed, and for other good Cauſes and valuable Conſiderations them moving, they the ſaid *W. D.* and *E.* his Wife have, and each of them hath granted, bargained, ſold, releaſed and confirmed, and by theſe Preſents do, and each of them doth freely, clearly and abſolutely grant, *&c.* All that his the ſaid *W. D.*'s, Party hereto,

Conſideration Money.

As to an Act whereby preſent Deed being acknowledged, *&c.* to be an equivalent as to a Fine, *&c.*

hereto, full undivided fourth Part of and in all that Plantation or Tract of Land commonly called or known by the Name of *Nareen's Plantation*, ſituate, lying and being in the ſaid Iſland of *Nevis*, containing by Eſtimation 30 Acres, be the ſame more or leſs, (which Plantation was heretofore the Eſtate of Inheritance of the ſaid *W. N.* and deſcended from him to his only Child the ſaid *E. M.* and now is or late was in the Tenure or Occupation of —— his Under-tenants or Aſſigns,) and alſo his the ſaid *W. D.*'s, Party hereto, full undivided fourth Part of and in all Houſes, Out-houſes, Edifices, Buildings, Sugar-works, Mills, Stills, Coppers, Negroes and Ways, Paths, Paſſages, Eaſements, Profits, Commodities, Liberties, Privileges, Advantages, Hereditaments and Appurtenances whatſoever to the ſaid Plantation or Tract of Land belonging or in any wiſe appertaining, or therewith uſed or enjoyed, or accepted, reputed, deemed, taken or known as Part or Parcel thereof, or to be Freehold, or of the Nature of Freehold, and to go with or as Part of the Inheritance of the ſaid Plantation, according to the Laws, Cuſtom or Uſage of the ſaid Iſland of *Nevis*, and alſo all and every other the Plantation, Lands, Meſſuages, Tenements and Hereditaments whatſoever of him the ſaid *W. D.* Party hereto, or of any Perſon or Perſons in Truſt for him, ſituate, lying and being in the Iſland of *Nevis* aforeſaid, and the Reverſion, *&c.* and all the Eſtate, *&c.* together with all and every the Deeds, *&c.* **To have and to hold** the ſaid undivided fourth Part of the ſaid Plantation or Tract of Land, and all and ſingular other the Hereditaments and Premiſſes herein before mentioned and intended to be hereby granted, bargained and ſold, with their and every of their Appurtenances, unto the ſaid *T. W.* his Heirs and Aſſigns, to the only Uſe and Behoof of the ſaid *T. W.* his Heirs and Aſſigns for ever: **And this Indenture further witneſſeth**, that the ſaid *W. D.* (for the Conſiderations aforeſaid, and of the further Sum of 5*s.* to him alſo paid by the ſaid *T. W.*) **Hath**, and by theſe Preſents **Doth** freely, clearly and abſolutely grant, bargain, ſell and aſſign unto the ſaid *T. W.* **All** that his the ſaid *W. D.*'s full fourth Part of and in all and every the Negroes and other Slaves, and their Offſpring, and of and in all Horſes, and other Cattle and Beaſts, and alſo of and in all Mills, Stills, Works, Tools, Utenſils, Materials, Proviſions, Accommodations, Stock, and other Things to the ſaid therein before granted, bargained and ſold Plantation or Tract of Land and Premiſſes, belonging or in any wiſe appertaining, or therewith or with any Part thereof now or late uſed, occupied, employed or enjoyed, and which, according to the Laws, Cuſtom or Uſage of the ſaid Iſland of *Nevis*, are conſidered or deemed to be Chattels or Perſonal Eſtate; and all the Eſtate, Right, Title, Intereſt, Poſſeſſion, Property, Claim and Demand whatſoever or howſoever of him the ſaid *W. D.* of, in and to the ſame Premiſſes; **To have**, hold, receive, take and enjoy all and ſingular the laſt herein before mentioned and intended to be hereby bargained, ſold and aſſigned Premiſſes, unto and to and for the only Uſe and Benefit of the ſaid *T. W.* his Executors, Adminiſtrators and Aſſigns for ever.

Aſſignment of 4th Part of Negroes, Stock, *&c.*

A Bargain and Sale of Timber, &c. *to Truſtees, for Payment of ſeveral Mortgages*, &c.

THIS Indenture, made, *&c.* **Between** *A. H.* of, *&c.* Eſq; of the one Part, and the Honourable *J. B.* Eſq; (only Brother of the Right Honourable *G.* Earl of *C*) *H. H. H.* of, *&c.* Eſq; and *R. H.* of, *&c.* Eſq; of the other Part. **Whereas** the ſaid *A. H.* is now ſeiſed of an Eſtate in Fee-ſimple of and in *The* ſeveral Manors and Lordſhips of, *&c.* and in certain Farms, Woods and Lands in, *&c.* and alſo of the ſeveral Manors, *&c.* in, *&c.* and of divers Meſſuages, *&c.* **And whereas** there are great Quantities of Wood and Timber now growing in and upon the aforeſaid Manors, Woods and Lands, which are now and have been for ſeveral Years paſt of full Growth, and if not ſpeedily felled and cut down, will periſh and decay; and there are other Woods and Hedge-rows within ſeveral of the Inclоſures or Fields, wherein the Timber-Trees grow ſo thick or near each other, that unleſs Part thereof be felled and cut down, the Growth of the Whole will be ſpoiled or greatly damnified: **And whereas** the ſaid *A. H.* hath lately intermarried with the Right Honourable the Lady *E. B.* (only Daughter of the Right Honourable the Earl of *B.*) and in Conſideration of the ſaid Marriage, and 10000 *l.* the ſaid Lady *E.*'s Portion, *Hath* agreed to ſettle the ſaid Manors and Premiſſes in Jointure, and on the Iſſue of that Marriage, in common Form of Settlement; but in Regard the ſaid Manors and Premiſſes ſo agreed to be ſettled are charged with ſeveral Mortgages, it is agreed that all Wood and Timber now growing on the ſame, and now fit to be cut and felled, (except as herein after is expreſſed) ſhall be totally excepted out of the ſaid intended Settlement, and be aſſigned to Truſtees in order to ſell the ſame, and by the Money ariſing by ſuch Sale and Sales, to diſincumber the ſaid Manors and Premiſſes ſo agreed to be ſettled as aforeſaid: **Now this Indenture witneſſeth**, and to the End, Intent

Recitals, *viz.* That Grantor is ſeiſed in Fee of ſeveral Manors, *&c.* As to Quantity of Timber, Thickneſs, full Growth, *&c.*

As to a Marriage had, and of ſettling ſaid Manors, *&c.* and Mr. *P.*'s Agreement touching felling and ſelling Timber, to diſincumber Premiſſes, *&c.*

Teſtificand'. Intent and Purpoſe, that by Cutting and Sale of Wood and Timber only of and from the before and herein after mentioned Manors, Lands, Hereditaments and Premiſſes, the ſeveral Debts and Incumbrances ſet forth in the Schedule hereunder written may be paid off and diſcharged in ſuch Manner as herein after is mentioned, and alſo for and in Conſideration of the Sum of 10*s.* of, *&c.* to the ſaid *A. H.* in Hand paid by the ſaid (*three Truſtees*) at or before, *&c.* the Receipt, *&c.* and for divers, *&c.* **He** the ſaid *A. H.* **Hath** granted, bargained and ſold, and by theſe Preſents **Doth**, &c. unto the ſaid (*three Truſtees*) their Executors, Adminiſtrators and Aſſigns, **All** and every the Timber-Trees *and Woods* now fit to be felled and cut, of him the ſaid *A. H.* ſtanding, growing and being in or within the before mentioned ſeveral and reſpective Manors of, *&c.* together with full Power and free Liberty of Ingreſs, Egreſs and Regreſs, Way and Paſſage to and for them the ſaid (*Truſtees*) and the Survivors and Survivor of them, and the Executors, Adminiſtrators and Aſſigns of ſuch Survivor, and to and for their and every of their Agents and Servants, with Workmen, Horſes, Carts and Carriages, to enter and come in and upon and through all or any Part or Parts of the before mentioned Manors, Hereditaments and Premiſſes, or any of them, at all ſeaſonable Times, to view, fell, cut down, grub up, hew, ſaw, ſquare, work out, cord, ſtack, cart and carry away all the ſaid Timber and Trees and Woods, and alſo to ſell and diſpoſe of the ſame, and that in as full, large, ample and beneficial Manner, to all Intents and Purpoſes whatſoever, as he the ſaid *A. H.* could or might have done the ſame in caſe theſe Preſents had not been made, and all the Right, Title, Intereſt, Property, Claim and Demand whatſoever of the ſaid *A. H.* of, in or to the ſaid hereby bargained and ſold Timber, Trees, Woods and Premiſſes; **Except** and always reſerved out of this preſent Grant, all Saplins of Oak, Aſh and Elm, and all Hedges and Hedge-rows, and all Trees in any regular Walk, or which ſerve for Ornament or Shelter, or are near to or commodious for the ſaid Capital Meſſuage or Manor-houſe called the *G.* **To have** and to hold the ſaid Timber, Timber-Trees, Woods, and all and ſingular other the Hereditaments and Premiſſes herein before mentioned, and intended to be hereby granted, bargained and ſold, with their and every of their Appurtenances, (except as is herein before excepted) unto and to the Uſe of them the ſaid (*Truſtees*) their Executors, Adminiſtrators and Aſſigns for ever; **Nevertheleſs upon the ſeveral Truſts**, Ends, Intents and Purpoſes, and under and ſubject to the ſeveral Proviſoes and Agreements herein after mentioned, expreſſed and declared of and concerning the ſame, *viz.* **Upon this ſpecial Truſt**, that they (*the Truſtees*) the ſaid *J. B. H. H. H.* and *R. H.* and the Survivors and Survivor of them, and the Heirs and Aſſigns of ſuch Survivor, ſhall and may from Time to Time, by themſelves, their Agents and Workmen, enter and come into and upon all and ſingular the ſaid Manors and Premiſſes, to view the ſaid Woods, Timber and Trees, fit to be cut, and to fell, cut down, grub up, meaſure, ſquare, cord, ſtack and carry away the ſame with Carts and other Carriages, and for the beſt Price that can be got to ſell and diſpoſe of all or any Part of the ſaid Wood and Timber: **And upon this further Truſt**, that they the ſaid Truſtees and the Survivors and Survivor of them, and the Executors, Adminiſtrators and Aſſigns of ſuch Survivor, ſhall and do (after Deduction of all Coſts and Charges touching the ſame, in Manner as herein after is mentioned) pay and apply all and every the Sum and Sums of Money to be raiſed and paid by ſuch Sale of the ſaid Timber and Timber-Trees and Woods, as ſhall be ſo felled, cut and ſold as aforeſaid, to and for Payment to the ſeveral Mortgagees and Bond-Creditors, and their reſpective Aſſigns and Repreſentatives, the ſaid ſeveral Debts and Incumbrances in the ſaid Schedule hereunder written, particularly mentioned and ſet forth, together with all Intereſt Monies now due and to incur due for the ſame reſpectively, and together alſo with all Coſts and Charges which ſhall or may ariſe or happen for or by Reaſon of Non-payment of any of the ſaid Debts and Incumbrances, or for or by Reaſon of transferring, aſſigning, diſcharging, or otherwiſe touching or concerning the ſame, or any of them; *The* ſaid ſeveral Debts and Incumbrances, to be paid to the ſaid ſeveral Mortgagees and their reſpective Aſſigns, in Order and Courſe according to their Priority, or elſe in ſuch other Manner as they the ſaid Truſtees, or the major Part of them, ſhall at any Time think moſt proper and convenient; **And** from and after Payment and Satisfaction of all the ſaid ſeveral Debts and Incumbrances, and alſo of all Intereſt Monies, and likewiſe of all Coſts and Charges touching the ſame in Manner as aforeſaid, *Then as* to all Surplus Monies to ariſe and be made by the Sale of ſuch Wood and Timber to be ſo cut and felled as aforeſaid (if any ſuch Surplus Monies there ſhall be) *In Truſt* for the ſaid *A. H.* (if living) and his Aſſigns; *But* if dead, *Then* to and for ſuch Perſon or Perſons, and on ſuch Uſes and Truſts, as he the ſaid *A. H.* ſhall by any Deed or Will in Writing, executed in the Preſence of three or more credible Witneſſes, have directed, limited or appointed; and in Default of ſuch Appointment, then to and for the Executors or Adminiſtrators of the ſaid *A. H.* and to, for and upon no other Truſt, Intent or Purpoſe whatſoever; **Provided always**, and it is hereby expreſly agreed and declared by and between all the Parties hereunto, and the true Intent and Meaning of them and of theſe Preſents

Grant.

The Timber, *&c.* in the Manors, *&c.* Liberty.

Exception.

Habendum.

Truſts, *viz.*

To enter and view, and fell and cut, *&c.*

To ſell at beſt Price.

Further Truſt. After Deduction of all Charges, *&c.* to apply the Monies for Payment of the Debts in Schedule, and of all Intereſt and Coſts, *&c.* touching the ſame.

Said Debts to be paid according to Priority, or as major Part of Truſtees ſhould think proper.

The Surplus Monies (if any) to the Grantor if living, but if dead, then as he by Will, *&c.* ſhall direct, and on

is, that it ſhall and may be lawful to and for them the ſaid *J. B. H. H. H.* and *R. H.* (by and with the Approbation and Conſent of the ſaid *A. H.* during his Life, and afterwards at their own Diſcretion) from Time to Time, and at all Times, to place and put out at Intereſt all the Monies by them received that ſhall be ſo raiſed and paid for Sale of the ſaid Wood and Timber, upon any Mortgage or Mortgages, or into any publick Bank or Fund, or upon any other Securities, either Real or Perſonal, as they, or the major Part of them, ſhall think fit, until ſuch Time and Times only as the ſaid Debts and Incumbrances, or any of them in the ſaid Schedule mentioned, ſhall become payable, according to their Priority as aforeſaid, or ſhall have been paid, according to the true Intent and Meaning of theſe Preſents: **And alſo** that they the ſaid Truſtees ſhall and may from Time to Time, and at all Times, until ſuch Mortgage or Mortgages, or Security or Securities can be found, to pay and depoſit the Monies ariſing by ſuch Sale as aforeſaid, or of any Part or Parts thereof, unto and with ſuch Perſon or Perſons, or in ſuch Place or Places for ſafe Cuſtody, as they, or the major Part of them, ſhall agree, direct and appoint; and further, that they the ſaid Truſtees, and the Survivors and Survivor of them, or the Heirs, Executors, Adminiſtrators or Aſſigns of ſuch Survivor, or any or either of them, ſhall not be anſwerable for or liable to make good the Loſs of any Money that ſhall or may happen in the Sale of any Wood or Timber, or in any ſuch Mortgaging, Placing out, Diſpoſing or Depoſiting as aforeſaid, unleſs it be by or through their wilful Act, Neglect or Default: **And** that it ſhall and may be lawful to and for them the ſaid Truſtees, and every of them, in the firſt Place out of the ſaid Truſt Monies and Premiſſes to deduct, reimburſe and repay themſelves reſpectively all ſuch Coſts, Charges, Damages and Expences, as they, or any of them, ſhall or may expend or be put unto in or about the Execution of the Truſts hereby in them repoſed, or any Thing relating thereunto: **And** that they ſhall not be anſwerable or accountable for one another's Acts, Receipts, Payments, Defaults or Miſcarriages; any Thing to the contrary thereof notwithſtanding. **And laſtly,** that they the ſaid *J. B. H. H. H.* and *R. H.* and the Survivors and Survivor of them, or the Heirs, Executors, Adminiſtrators or Aſſigns of ſuch Survivor, ſhall and do pay and apply the ſaid Monies ſo to be raiſed as aforeſaid, and the Intereſt and Proceed thereof, after ſuch Deduction of their Coſts and Charges, in Manner as aforeſaid, according to the ſeveral Truſts herein before mentioned and expreſſed touching and concerning the ſame. (*a*) **In Witneſs,** &c. (*All Parties.*)

Default, then to his Executors, &c.

Uſual Power to indemnify Truſtees.

Truſtees (with Conſent of Grantor during his Life, and afterwards at their own Diſcretion) to put out the Monies at Intereſt &c. until ſome of Debts payable, &c.

To depoſit the Monies, &c until ſome Security found.

Not to be anſwerable for any Loſs, &c. unleſs thro' Wilfulneſs.

To reimburſe themſelves all their Charges, &c.

Not to be anſwerable for one another's Acts.

Secondly, Bills of Sale.

Of Goods and Chattels.

Know all Men by theſe Preſents, That I *A. B.* of —— in Conſideration of the Sum of —— to me in Hand paid by *C. D.* of —— at and before the Sealing and Delivery of theſe Preſents, the Receipt whereof I do hereby acknowledge, **have** bargained, ſold, releaſed, granted and confirmed, and by theſe Preſents **Do** bargain, ſell, releaſe, grant and confirm unto the ſaid *C. D.* **All** the Goods, Houſhold Stuff, and Implements of Houſhold, and all other Goods and Chattels whatſoever mentioned in the Schedule hereunto annexed, now remaining and being in —— **To have and to hold** all and ſingular the ſaid Goods, Houſhold-Stuff and Implements of Houſhold, and every of them, by theſe Preſents bargained, ſold, releaſed, granted and confirmed unto (the only proper Uſe and Behoof of) the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns for ever, freely, quietly, peaceably and intirely, without any Contradiction, Claim, Diſturbance or Hindrance of any Perſon whatſoever, and without any Account to me, or to any other whatſoever to be made, anſwered, or hereafter to be rendered; ſo that neither I the ſaid *A. B.* nor any other for me, or in my Name, any Right, Title, Intereſt or Demand of, in, to or for the ſaid Goods, &c. or any Part or Parcel thereof, ought to exact, challenge, claim or demand at any Time or Times hereafter, but from all Action, Right, Eſtate, Title, Claim, Demand, Poſſeſſion and Intereſt thereof, ſhall be wholly barred and excluded, by Force and Virtue of theſe Preſents: **And** I the ſaid *A. B.* for myſelf, my Executors and Adminiſtrators, all and ſingular the ſaid Goods and Houſhold Stuff unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, againſt me the ſaid *A. B.* my Executors, Adminiſtrators and Aſſigns, and againſt all and every other Perſon and Perſons

Warranty.

(*a*) A Covenant for further Aſſurance is not neceſſary.

Mr. *H.* cannot cut the Timber of any Eſtate in Mortgage, the Timber paſſing with the Lands. And I am of Opinion, A Grant of this Nature indefinitely conveying all Timber, may be attended with very ill Conſequences, ſince the Truſtees may by this Deed deface the whole Eſtate, cut down all Trees, Hedge Rows, &c. and not leave ſufficient for Repairs.

Nath. Pigott. Middle Temple, May 10, 1728.

whatſoever, ſhall and will warrant, and for ever defend, by theſe Preſents, of which Goods, *&c.* I the ſaid *A.B.* have put the ſaid *C.D.* in full Poſſeſſion, by delivering him one Silver Cup in the Name of all the ſaid Goods and Chattels, at the Sealing and Delivery hereof. **In Witneſs**, &c.

Sealed and delivered (being firſt duly ſtampt) and Livery and Seiſin of the Goods and Premiſſes above bargained and ſold, delivered by the ſaid *A.B.*'s giving and delivering to the ſaid *C.D.* one Silver Spoon in the Name of the whole Goods and Premiſſes in the Preſence of ——.

Or Livery and Seiſin may be indorſed thus:

Memorandum, The Day and Year firſt within written Livery and Seiſin of the Goods and Premiſſes within bargained and ſold, was delivered by the ſaid *A.B.* to the ſaid *C.D.* by the ſaid *A.B.*'s giving and delivering to the ſaid *C.D.* one Silver Cup in the Name of Livery and Seiſin of the whole Goods and Premiſſes within mentioned, in the Preſence of us.

Of Goods conditional, in Nature of a Mortgage.

To all to whom theſe Preſents ſhall come, I *A.B.* of —— ſend Greeting. **Know ye**, that I the ſaid *A.B.* for and in Conſideration, *&c.* (*as in the laſt to*) and for ever defend by theſe Preſents: **Provided always**, and it is hereby agreed between the ſaid Parties to theſe Preſents, that if I the ſaid *P.H.* my Executors, Adminiſtrators or Aſſigns, or any of us, do and ſhall well and truly pay or cauſe to be paid unto the ſaid *C.D.* or his Attorney, his Executors, Adminiſtrators or Aſſigns, the Sum of —— on —— at —— for the Redemption of the ſaid hereby bargained Premiſſes, then theſe Preſents, and every Clauſe, Article, Condition and Thing herein contained, ſhall ceaſe and be void, otherwiſe to remain in full Force and Effect. **In Witneſs**, &c.

Proviſo of Redemption.

Or it may upon Occaſion be made ſtronger, thus:

This Indenture made, *&c.* **Between**, &c. **Witneſſeth**, that the ſaid *J.G.* for and in Conſideration, *&c.* the Receipt, *&c.* **Hath**, &c. (*as in the firſt Bill of Sale*, mutatis mutandis, *to*) and for ever defend by theſe Preſents: **Provided**, &c. (*as in the ſecond Bill of Sale*, mutatis mutandis, *to*) remain in full Force and Effect. **And** the ſaid *J.G.* for himſelf, his Heirs, Executors and Adminiſtrators, doth covenant and grant to and with the ſaid *J.H.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, as follows, (to wit) That in caſe the ſaid *J.G.* his Executors or Adminiſtrators, ſhall make Default in Payment of the ſaid —— *l.* or any Part thereof, at the Time and Place in the Condition before in theſe Preſents contained, then the ſaid *J.H.* his Executors, Adminiſtrators and Aſſigns, ſhall and may, for the Conſideration aforeſaid, peaceably and quietly have, hold and enjoy to his and their own proper Uſe for ever, the ſaid —— and all the Premiſſes above by theſe Preſents bargained, ſold, releaſed, granted and confirmed, or mentioned or intended ſo to be, and every Part and Parcel thereof, with all and ſingular the Appurtenances, without any lawful Let, Suit, Trouble, Expulſion, Eviction, Moleſtation or Denial of the ſaid *J.G.* his Executors or Adminiſtrators, or of any other Perſon or Perſons whatſoever: **And alſo** that he the ſaid *J.G.* his Executors or Adminiſtrators, ſhall and will well and truly pay or cauſe to be paid unto the ſaid *J.H.* his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of —— in Manner and Form as aforeſaid, according to the true Intent and Meaning of theſe Preſents. **And** the ſaid *J.H.* for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant and grant to and with the ſaid *J.G.* his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, that he the ſaid *J.H.* his Executors, Adminiſtrators and Aſſigns, ſhall and will immediately after the Receipt of the ſaid —— *l.* according to the true Meaning of the Condition aforeſaid, upon reaſonable Requeſt of the ſaid *J.G.* well and truly re-deliver unto the ſaid *J.G.* his Executors, Adminiſtrators or Aſſigns, the ſaid —— and all other of the ſaid Premiſſes, which —— the ſaid *J.H.* received of the ſaid *J.G.* at and before the Enſealing and Delivery hereof, in as good Caſe as the ſame, and every of them, at this preſent Time now are. **In Witneſs**, &c.

Covenant that if Default be made of Redemption, to hold for ever.

Covenant to pay the Money in the Proviſo.

To return Goods on Payment of the Money.

N.B. *Livery and Seiſin to be indorſed.*

Of

Of Houſhold Goods mentioned in a Schedule, for the Conſideration expreſſed in a Releaſe of the Inheritance of the Premiſſes where the Goods remain.

THIS Indenture, made, &c. Between *J. H.* of —— Eſq; of the one Part, and *H. M.* of —— of the other Part. Whereas the ſaid *H. M.* has contracted and agreed with the ſaid *J. H.* for the abſolute Purchaſe of a Piece or Parcel of Ground, and the Meſſuage, &c. thereon erected in —— (being the Eſtate and Inheritance of the ſaid *J. H.*) together with the ſeveral Houſhold Goods and Things in and about the ſaid Houſe, and mentioned and deſcribed in the Schedule hereunto annexed, for the Sum of —— and the ſaid Piece or Parcel of Ground, Meſſuage, &c. have been by Indentures of Leaſe and Releaſe bearing Date —— and made between the ſame Parties as are Parties to theſe Preſents, in Conſideration of the ſaid Sum of —— paid to the ſaid *J. H.* by the ſaid *H. M.* granted and conveyed unto and to the Uſe of the ſaid *H. M.* his Heirs and Aſſigns, as by the ſaid Indentures of Leaſe and Releaſe may more fully appear: Now this Indenture witneſſeth, That in Conſideration of the ſaid Sum of —— paid to the ſaid *J. H.* by the ſaid *H. M.* as aforeſaid, the Receipt, &c. he the ſaid *J. H.* Hath granted, bargained and ſold, and by theſe Preſents Doth grant, &c. unto the ſaid *H. M.* his Executors, &c. All and ſingular the Houſhold Goods, Houſhold Stuff, Furniture and Things mentioned and expreſſed in the Schedule hereunto annexed, and all the Eſtate, &c. To have and to hold the ſaid ſeveral Houſhold Goods, &c. mentioned, &c. from henceforth, unto the ſaid *H. M.* his Executors, &c. to the Uſe and Behoof of the ſaid *H. M.* his Executors, &c. for ever, as for his and their own Goods and Chattels. In Witneſs, &c.

Of a Moiety of Goods on Board a Ship, the other Moiety being Salvage, the Ship having been taken by the French *and re-taken.*

THIS Indenture, made, &c. Between *J. B.* of and belonging to *Boſton* in *New England*, Merchant, but now in *London*, of the one Part, and *H. A.* of the City of *Briſtol*, Merchant, of the other Part. Whereas the ſaid *J. B.* in or about the Month of *October* laſt paſt, ſhipped on Board the good Ship called the —— whereof *A. C.* was then Maſter, and which was then riding at Anchor in the River of *Thames*, and bound for *Boſton* in *New England* aforeſaid, the Goods, Wares and Merchandizes hereafter mentioned and deſcribed; which ſaid Ship and Merchandizes on or about the 20th Day of *November* laſt paſt was taken by a *French* Ship of War, and re-taken on or about the 28th Day of the ſame Month by the *M.* Privateer of the ſaid City of *Briſtol*, and carried into and is now in the ſaid Port, by which Re-taking the Captors belonging to the ſaid Privateer are intitled to a Moiety of the ſaid Goods, the other Moiety remaining the Property of the ſaid *J. B.* Now this Indenture witneſſeth, that the ſaid *J. B.* for and in Conſideration of the Sum of 850*l.* of, &c. which he owes to the ſaid *H. A.* on Account of Goods heretofore ſold by the ſaid *H. A.* to him the ſaid *J. B.* and the Charges thereon, Hath granted, bargained, ſold and aſſigned, and by theſe Preſents Doth, &c. unto the ſaid *H. A.* his Executors, Adminiſtrators and Aſſigns, All his Moiety, Share, Right, Title, Intereſt and Property of and in two Trunks, eight Bales, one Cheſt, one Hogſhead, one Barrel, and one ſmall Cask of Merchandize, and the Contents thereof; which Goods, Wares and Merchandizes, were as aforeſaid ſhipped on Board the ſaid Ship, and are now at *Briſtol* aforeſaid, and are or were marked and numbered as in the Margin of the Bill of Lading hereunto annexed, Reference being thereunto had, may more fully appear; To have and to hold the ſaid Moiety and Share of the ſaid Goods, Wares and Merchandizes, to the ſaid *H. A.* his Executors, Adminiſtrators and Aſſigns, for ever: Provided nevertheleſs, that if the neat Produce ariſing from the Sale or Diſpoſal of the ſaid Moiety or Share of the ſaid Goods, Wares and Merchandizes, after deducting all neceſſary Charges on Account of the ſame, ſhall amount to more than the ſaid Sum of 850*l.* then the ſaid *H. A.* does hereby for himſelf, his Executors, Adminiſtrators and Aſſigns, covenant, promiſe and agree, to and with the ſaid *J. B.* his Executors, Adminiſtrators and Aſſigns, that he the ſaid *H. A.* will be accountable for and pay ſuch Surplus to the ſaid *J. B.* whenſoever he ſhall be thereto required after ſuch Sale or Diſpoſal. In Witneſs, &c.

Of

Of the eighth Part of a Ship.

TO all, &c. I *A. B.* of —— ſend Greeting. **Know ye,** that I *A. B.* for and in Conſideration, *&c.* —— **Have,** &c. —— unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns for ever, the one full eighth Part of the Ship called —— of the Port of —— in the County of —— of the Burthen of —— Tons, or thereabouts, and whereof one —— is at preſent Maſter, now lying and being in ——— together with one full eighth Part of all the Maſts, Sails, Sail-yards, Anchors, Cables, Ropes, Cords, Boats, Oars, Pieces of Ordnance, Guns, Gunpowder, Shot, Tackle, Apparel, Ammunition, Proviſion and Furniture to the ſaid Ship belonging or appertaining; **To have and to hold** the ſaid eighth Part of the ſaid Ship, and all other the Premiſſes hereby bargained and ſold, with their and every of their Appurtenances, and every Part and Parcel thereof, unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns for ever, as his and their own proper Goods, and to his and their own proper Uſe and Uſes for ever; **And** I the ſaid *A. B.* do for myſelf, my Heirs, Executors and Adminiſtrators, covenant, grant and agree, to and with the ſaid *C. D.* his Executors and Aſſigns by theſe Preſents, that I the ſaid *J. G.* at the Time of Sealing and Delivery hereof (notwithſtanding any Act or Thing done by me to the contrary) am the true and lawful Owner and Proprietor of the ſaid eighth Part of the ſaid Ship and Premiſſes hereby granted, with the Appurtenances; **And** have full Power and lawful Authority (notwithſtanding ſuch Act or Thing as aforeſaid) to grant and convey the ſaid eighth Part of the ſaid Ship and Premiſſes hereby mentioned to be granted, with the Appurtenances, unto the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, in Manner and Form aforeſaid; **And** that it ſhall and may be lawful to and for the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, from Time to Time, and at all Times hereafter, quietly and peaceably *To have, hold and enjoy* the ſaid eighth Part of the ſaid Ship, and all other the Premiſſes hereby granted, with the Appurtenances, without any Let, Moleſtation, Diſturbance or Denial of me the ſaid *A. B.* my Executors, Adminiſtrators or Aſſigns, or of any other Perſon or Perſons whatſoever, lawfully claiming or to claim, from, by, or under me, them, or any of us (*except, &c.*) (*free from Incumbrances.*) **In Witneſs,** &c.

Covenant that Bargainor is Right Owner,

and hath Power to convey;

for peaceable Enjoyment.

Of Goods and Chattels to ſave harmleſs from Bonds.

TO all, &c. I *R. C.* of ——— ſend Greeting. **Know ye,** that I *R. C.* as well for indemnifying and ſaving harmleſs *J. F.* of —— his Heirs, *&c.* and every of them, of and from all Manner of Bonds and Writings obligatory whatſoever, wherein the ſaid *J. F.* is and ſtands bound for me the ſaid *R. C.* in any Sum or Sums of Money to any other Perſon or Perſons whatſoever, as alſo in Conſideration of the Sum of 5*s.* of —— to me in Hand paid, at or before the Sealing, *&c.* the Receipt, *&c.* and for divers other good Cauſes and Conſiderations me hereunto moving, **Have** given, granted, *&c.* (*as before in the firſt Bill of Sale of Goods*) for ever defend by theſe Preſents, (*and then add this Proviſo*): **Provided always,** that if I the ſaid *R. C.* my Executors, *&c.* or any of us, do or ſhall from Time to Time, and at all Times hereafter, clearly acquit and diſcharge, or otherwiſe ſufficiently ſave and keep harmleſs the ſaid *J. F.* his, *&c.* and all his and their Goods and Chattels, Lands, Tenements and Hereditaments, and every of them, of and from all and ſingular Bonds and Writings obligatory whatſoever, wherein and whereby the ſaid *J. F.* at the Requeſt, or for the Debt of me the ſaid *R. C.* is and ſtandeth bound to any Perſon or Perſons whatſoever in any Sum or Sums of Money, and of and from all and all Manner of Actions, Suits, Charges, Troubles, Expences and Demands whatſoever, which ſhall and may in any wiſe hereafter happen, come, grow, or be to or againſt the ſaid *J. F.* his, *&c.* or any of them, for or by Reaſon of the ſaid Obligations and Writings obligatory, or any of them, or any Thing in them or any of them mentioned or contained, then this preſent Deed or Grant, and every Thing herein contained, ſhall be utterly void, otherwiſe to remain in full Force. **In Witneſs,** &c.

Proviſo that if Bargainor ſave harmleſs, then to be void.

Of Goods diſtrained for Rent.

THIS Indenture, &c. **Between** *N. C.* (*the Landlord*) of ——— *J. R.* Conſtable of the Hundred of —— *D. C.* of —— *J. F.* of —— and *H. R.* of ——— of the one Part, *J. S.* of —— and *T. S.* of —— of the other Part, **Witneſſeth,** that it is affirmed by the ſaid *N. C.* and teſtified by the ſaid *D. C.* upon his Oath ſworn before the ſaid Conſtable, that on the ——— Day of —— laſt paſt, the ſaid *N. C.* in the Preſence of the ſaid *D. C.* did enter

into a Meſſuage and Lands called *S.* Farm in *H.* within the Hundred aforeſaid, and for ——*l.* of Rent, at the Feaſt of ——— laſt paſt, due to him the ſaid *N. C.* from *S. F.* upon a Demiſe, whereby the ſaid *S. F.* held the ſaid Farm of the ſaid *N. C.* and did diſtrain there, and found the Goods and Chattels following (*to wit*) [*recite the Particulars.*] **And** it is further teſtified by the ſaid *D. C.* and alſo by the ſaid *J. F.* and *H. R.* upon their Oaths ſworn before the ſaid Conſtable, that after ſuch Diſtreſs taken (*to wit*) on the —— Day of —— laſt paſt, the ſaid *N. C.* did, at the chief Manſion-Houſe of the ſaid Farm, give publick Notice of the ſaid Diſtreſs, and the Cauſe thereof, and a Note thereof in Writing, expreſſing the Particulars of the ſaid Goods and Chattels diſtrained, and of the ſaid Rent for which the ſame were diſtrained, did then and there deliver unto *E.* Daughter of the ſaid *S. F.* and the ſaid *D. C. J. F.* and *H. R.* upon their Oaths aforeſaid, have truly appraiſed all the ſaid Goods and Chattels diſtrained at ——*l.* **And this Indenture witneſſeth,** That the ſaid Goods and Chattels being yet unreplevied, the ſaid *M. C.* with the Conſtable aforeſaid, for and in Conſideration of ——*l.* being the beſt Price that can be gotten for the ſaid Goods and Chattels, by the ſaid *J. S.* and *T. S.* paid to the ſaid *N. C.* towards Satisfaction of the ſaid Rent of ——*l.* for which the ſaid Goods and Chattels were diſtrained, **Have** bargained and ſold, and by theſe Preſents **Do** bargain and ſell unto the ſaid *J. S.* and *T. S.* **All** the Goods and Chattels before herein mentioned to be diſtrained as aforeſaid; **To hold** unto *J. S.* and *T. S.* as their only proper Goods and Chattels for ever. **In Witneſs,** &c.

Note; *It is the beſt to make ſo many Parties, for the more eaſy proving afterwards (if Occaſion be) the Regularity of the Proceedings.*

A Conditional Bill of Sale of Goods ſeiſed by a Landlord for Rent, for ſecuring Rent due and to be due next Quarter-Day.

To all, &c. ſendeth Greeting. **Whereas** the ſaid *W. W.* being now juſtly indebted to *A. Y.* Widow, *W. B.* Eſq; and *T. B.* Soap-Maker, in the Sum of 25*l.* for half a Year's Rent due on *Chriſtmas-Day* laſt paſt for their Houſe, ſituate, *&c.* and now in the Occupation of the ſaid *W. W.* **She** the ſaid *A. Y.* on Behalf of herſelf and of the ſaid *W. B.* and *T. B.* **Hath** on the Day of the Date hereof entred upon the ſaid Houſe and made a Seizure of his the ſaid *W. W.*'s Houſhold Goods and Furniture therein, and put a Perſon in Poſſeſſion thereof; **But** the ſaid *W. W.* not being at preſent able to pay the ſaid 25*l.* hath requeſted the ſaid *A. Y.* to give him ſome Time for ſo doing; and for ſecuring to her as well of the ſaid 25*l.* as alſo of the Sum of 12*l.* 10*s.* which will be due for another Quarter's Rent at *Lady-Day* next, he the ſaid *W. W. Hath* agreed to make this his Bill of Sale of all his Plate, Houſhold-Goods and Furniture, unto the ſaid *A. Y.* in ſuch Manner, and ſubject as herein after is mentioned: **Now know ye, and theſe Preſents witneſs,** that the ſaid *W. W.* in Purſuance of the ſaid recited Agreement, and in Conſideration of the Sum of 5*s.* of lawful Money to him now paid by the ſaid *A. Y.* and for divers, *&c.* **Hath** and by theſe Preſents **Doth** freely, clearly and abſolutely give, grant, bargain, ſell, and in due Form of Law deliver unto the ſaid *A. Y.* **All** and ſingular the Pieces of Plate, Beds, Bedding, Houſhold-Goods and Furniture of him the ſaid *W. W.* mentioned and ſet forth in a Schedule or Inventory indorſed on the Back hereof, and ſubſcribed by him the ſaid *W. W.* and all and ſingular other the Houſhold-Goods and Furniture whatſoever belonging to the ſaid *W. W.* and which are now in his Dwelling-Houſe in *Fleet-ſtreet* aforeſaid, and all the Right, Intereſt, Property, Benefit, Advantage, Claim and Demand whatſoever or howſoever of him the ſaid *W. W.* of, in and to the ſaid Premiſſes; **To have, hold,** take and enjoy the ſaid Plate, Houſhold-Goods and Furniture, and all and ſingular other the Premiſſes hereby bargained and ſold, or mentioned or intended ſo to be, unto and to and for the only Uſe and Benefit of the ſaid *A. Y.* her Executors and Aſſigns, from thenceforth as and for her and their own proper Goods for ever; (*ſubject nevertheleſs to the Proviſo herein after contained for Redemption thereof, and for the better,* &c.) and to which ſhe and they are hereby intended to have a legal Right and Property; **And** for the better Confirmation, *&c.* and the ſaid *W. W.* for himſelf, his Executors, *&c.* ever defend by theſe Preſents, ſubject nevertheleſs, *&c. viz.* **Provided always,** that upon this Condition nevertheleſs, that if the ſaid *W. W.* his Executors, *&c.* do and ſhall well and truly pay, or cauſe to be paid unto the ſaid *A. Y.* her Executors and Aſſigns, the ſaid Sum of 25*l.* of, *&c.* ſo now due and owing as aforeſaid, to be paid on the firſt Day of *March* now next enſuing, and the ſaid further Sum of 12*l.* 10*s.* on the 25th Day of *March* now next enſuing, and which will be then due for the ſaid other Quarter's Rent, and that without any Deduction or Abatement whatſoever or howſoever (ſave and except the King's Tax, on Delivery of proper Acquittances for the ſame to the ſaid *A. Y.*) then this preſent Bill of Sale, and every Clauſe, Act and

Thing herein contained, ſhall be abſolutely void and of no Effect, to all Intents and Purpoſes whatſoever. **In Witneſs**, &c.

A Bargain and Sale of an Annuity, &c.

THIS Indenture made, *&c.* **Between** *R. W.* of —— of the one Part, and *T. C.* of —— of the other Part. **Whereas** *T. W.* late of —— deceaſed, Father of the ſaid *R. W.* in and by his laſt Will and Teſtament, bearing Date on or about —— among other Legacies and Bequeſts therein and thereby given, limited, publiſhed, expreſſed and contained, did give and bequeath unto the ſaid *R. W.* one Annuity or yearly Rent of —— iſſuing, ariſing, accruing, or coming out of all thoſe Lands, Tenements, *&c.* as in and by the ſaid Will, Relation being thereunto had, may more fully appear: **And whereas** the ſaid Annuity or yearly Rent, by and at the Deceaſe of the ſaid *T. W.* did deſcend and come to the ſaid *R. W.* Party to theſe Preſents, and his Aſſigns, for and during all the Reſt and Reſidue of the ſaid Term of —— Years then to come and unexpired: **Now this Indenture witneſſeth**, that the ſaid *R. W.* for and in Conſideration of the Sum of —— to him in Hand paid by the ſaid *T. C.* the Receipt, *&c.* **Hath** given, granted, bargained, ſold, aliened, releaſed and confirmed, and by theſe Preſents **Doth** fully, clearly and abſolutely give, *&c.* unto the ſaid *T. C.* his Heirs and Aſſigns, **All** that the aforeſaid Annuity or yearly Rent of —— and every Part and Parcel thereof, and all his Eſtate, Right, Title, Intereſt, Uſe, Property, Claim or Demand whatſoever of him the ſaid *R. W.* of, in or to the ſame Annuity or yearly Rent, and every Part or Parcel thereof; together with all Deeds, Wills, Evidences, Eſcripts and Writings whatſoever, touching or concerning the ſame, or any Part and Parcel thereof; **To have**, hold, levy, receive, take and enjoy the ſaid Annuity or yearly Rent, and every Part and Parcel thereof, unto the ſaid *T. C.* his Executors, Adminiſtrators and Aſſigns, to his and their only proper Uſe and Behoof, for and during all the Reſidue and Remainder of the ſaid Term of —— Years to come and unexpired, in as large, ample and beneficial a Manner, to all Intents, Conſtructions and Purpoſes, as the ſaid *R. W.* may, might, would or could have had, held, levied, received, taken and enjoyed the ſame. **In Witneſs**, &c.

An abſolute Bargain and Sale of Goods and Stock, in Conſideration of Maintenance, &c.

THIS Indenture made, *&c.* **Between** *O. T.* of, *&c.* of the one Part, and *J. W.* of, *&c.* of the other Part, **Witneſſeth**, that the ſaid *O. T.* in Conſideration of the Covenants herein after mentioned on the Part of the ſaid *J. W.* to be performed, and for and in Conſideration of 5*s.* to him in Hand paid by the ſaid *J. W.* and for divers, *&c.* the ſaid *O. T.* **Hath** granted, bargained and ſold, and by theſe Preſents doth, *&c.* unto the ſaid *J. W.* his Executors, Adminiſtrators and Aſſigns, **All** his ſix Mares and one Colt, his three Cows, his two Waggons, all his Corn and Hay, and all and ſingular his Bedding, Linen, Braſs, Pewter, and other Houſhold Goods, and all other his Goods, Cattle and Chattels whatſoever upon his Farm in *A.* aforeſaid, and which together with the ſaid Farm were this Day put into the Hands and Poſſeſſion of the ſaid *J. W.* **To have and to hold** all and ſingular the ſaid Goods, Cattle, Chattels and Premiſſes hereby granted unto the ſaid *J. W.* his Executors, Adminiſtrators and Aſſigns for ever abſolutely; **And** the ſaid *J. W.* in Conſideration of the Premiſſes, doth hereby for himſelf, his Heirs, Executors and Adminiſtrators, covenant and agree with the ſaid *O. T.* his Executors and Adminiſtrators, in Manner following, *viz.* that he the ſaid *J. W.* his Executors and Adminiſtrators, ſhall and will at his and their Coſts and Charges maintain and keep the ſaid *O. T.* during his Life, with good and ſufficient Meat, Drink, Waſhing and Lodging, at his the ſaid *J. W.*'s own Dwelling-Houſe (if the ſaid *O. T.* ſhall think fit to live with him) and if the ſaid *O. T.* ſhall be minded to live with any other Perſon, that then and in ſuch Caſe, he the ſaid *J. W.* his Executors and Adminiſtrators, ſhall and will pay to the ſaid *O. T.* yearly, for or on Account of his Maintenance at ſuch other Place, the Sum of 3 *l.* and after that Rate for any greater or leſſer Time than a Year, that the ſaid *O. T.* ſhall be minded to dwell with any other Perſon than the ſaid *J. W.* and alſo that he the ſaid *J. W.* his Executors and Adminiſtrators, ſhall pay and allow unto the ſaid *O. T.* yearly and every Year during his natural Life, 20*s.* a Year for ſpending Money; the ſame to be paid to the ſaid *O. T.* at four equal Payments to be computed from this Day. **In Witneſs**, &c.

Conſideration.

Sale.

Covenant to maintain the Bargainor for Life, or to allow a certain Sum *per Ann'*.

and allow ſpending Money.

A Bill

A Bill of Sale of Goods, as a Collateral Security for Money due on a Bond of even Date.

THIS Indenture, made, &c. Between *J. W.* of, &c. of the one Part, and *J. B.* of, &c. of the other Part. Whereas the ſaid *J. W.* by his Bond or Obligation bearing even Date with and executed immediately before theſe Preſents, is and ſtands bound unto the ſaid *J. B.* in the penal Sum of 200*l.* with Condition thereunder written for Payment of the Sum of 100*l.* with legal Intereſt unto the ſaid *J. B.* in ſuch Manner as therein is mentioned: Now this Indenture witneſſeth, that for the further and better ſecuring Payment of the ſaid Sum of 100*l.* and Intereſt, unto the ſaid *J. B.* his Executors, Adminiſtrators and Aſſigns, according to the true Intent of the ſaid Bond, and in Conſideration of the Sum of 5*s.* of lawful Money now paid by the ſaid *J. B.* to the ſaid *J. W.* the Receipt, &c. and for divers, &c. He the ſaid *J. W.* Hath granted, bargained, ſold, aſſigned and ſet over, and by theſe Preſents Doth hereby freely, clearly and abſolutely grant, bargain, ſell, aſſign, ſet over and deliver in due Form of Law, unto the ſaid *J. B.* All and ſingular the Beds, Bedding, Houſhold-Goods and Furniture, and other the Goods, Chattels and Things in the Schedule or Inventory hereunder written particularly mentioned and expreſſed, and all the Right, Intereſt, Benefit, Advantage, Property, Claim and Demand whatſoever, both at Law and in Equity, of him the ſaid *J. W.* of, in and to the ſaid hereby granted and ſold Premiſſes; To have, hold, receive, take and enjoy all and ſingular the ſaid hereby bargained and ſold Premiſſes, unto and to and for the only Uſe and Benefit of the ſaid *J. B.* his Executors, Adminiſtrators and Aſſigns from henceforth for evermore, as and for his and their own proper Goods and Chattels; And the ſaid *J. W.* for himſelf, his Executors and Adminiſtrators, all and ſingular the hereby bargained and ſold Goods, Chattels and Premiſſes, unto the ſaid *J. B.* his Executors, Adminiſtrators and Aſſigns, againſt all and every Perſon and Perſons whomſoever, ſhall and will warrant and for ever defend by theſe Preſents: Provided always, and upon this Condition nevertheleſs, that if the ſaid *J. W.* his Executors, Adminiſtrators or Aſſigns, ſhall and do well and truly pay, or cauſe to be paid to the ſaid *J. B.* his Executors, Adminiſtrators and Aſſigns, the ſaid Sum of 100*l.* of, &c. with lawful Intereſt for the ſame, on the —— Day of —— next enſuing the Date hereof, according to the true Intent of and in Diſcharge of the herein before recited Bond, that then as well theſe Preſents, as alſo the ſaid Bond, ſhall be void and of no Effect; any Thing to the contrary thereof in any wiſe notwithſtanding. And the ſaid *J. W.* for himſelf, his, &c. doth hereby covenant, &c. to and with the ſaid *J. B.* his, &c. in Manner as follows, (to wit) That he the ſaid *J. W.* now hath good Right, &c. to grant, &c. all and ſingular the hereby bargained and ſold Goods, Chattels and Premiſſes, unto and to the Uſe of the ſaid *J. B.* his Heirs and Aſſigns in Manner as aforeſaid; And that the ſame now are, and ſo ſhall remain, free and clear of all and all Manner of Charges and Incumbrances whatſoever; And alſo that he the ſaid *J. W.* his Executors or Adminiſtrators, ſhall and will well and truly pay the ſaid Sum of 100*l.* and Intereſt, unto the ſaid *J. B.* his Executors, Adminiſtrators or Aſſigns, on the ſaid —— Day of —— now next enſuing, without any Deduction whatſoever, in Diſcharge of the ſaid Bond and of the above Proviſo, according to the true Meaning thereof. And laſtly, that in caſe Default ſhall be made in Payment of the ſaid Sum of 100*l.* and Intereſt, on the Day herein before limited for Payment thereof, it ſhall and may be lawful for the ſaid *J. B.* his Executors, Adminiſtrators and Aſſigns, with any Perſon or Perſons, as he or they ſhall think fit, to enter and come into and upon the now Dwelling-Houſe of him the ſaid *J. W.* wherein the ſaid Goods and Chattels are now held or placed, and then to fetch and carry away the ſaid Goods and Chattels and to ſell and diſpoſe of the ſame, and out of the Money to ariſe by Sale thereof, to pay and retain to him and themſelves, the ſaid Sum of 100*l.* and Intereſt, and all Charges touching the ſame; he and they rendering to the ſaid *J. W.* his Executors or Adminiſtrators the Overplus-Monies (if any ſuch ſhall be) any Thing to the contrary thereof notwithſtanding.

Thirdly, Of Bankrupts Eſtates.

A Bargain and Sale of a Bankrupt's Perſonal Eſtate from the Commiſſioners to the Aſſignees.

THIS Indenture made, &c. Between *T. B. R. M.* Eſqrs. and *G. J.* Gent. of the one Part, and *R. H.* of, &c. and *J. M.* of, &c. of the other Part. Whereas the King's Majeſty's Commiſſion, under the Great Seal of *Great Britain*, grounded upon the ſeveral Recital of the Commiſſion,

veral Statutes made concerning Bankrupts, bearing Date at *Weſtminſter* the —— Day of —— laſt, hath been awarded againſt *T. R.* of, *&c.* directed unto the ſaid *T. B. R. M.* and *G. J.* and alſo to *J. M.* Eſq; and *R. W.* Gent. thereby giving full Power and Authority unto them the ſaid Commiſſioners, four or three of them, to execute the ſame, as by the ſaid Commiſſion, Relation, *&c.* **And whereas** the ſaid *T. B. R. M.* and *G. J.* being the major Part of the Commiſſioners in the ſaid Commiſſion named, having begun to put the ſaid Commiſſion into Execution, upon Examination of Witneſſes, and other good Proof, upon Oath before them had and taken, have found that the ſaid *T. R.* for ſome Time paſt, before the Date and Suing forth of the ſaid Commiſſion, uſed and followed the Trade of a——and kept a Houſe in, *&c.* and alſo during the Time of his Trading, did buy and ſell great Quantities of, *&c.* as a——and endeavouring to get his Living thereby, and did during the Time of his ſaid Trading and Dealing as aforeſaid, become juſtly and truly indebted unto the ſaid *R. H.* in the Sum of 500 *l.* and upwards, and to the other his Creditors in ſeveral Sums of Money: **And** being indebted as aforeſaid, did in the Judgment of the major Part of the ſaid Commiſſioners become a Bankrupt to all Intents and Purpoſes, within the Compaſs and true Meaning of the ſeveral Statutes made concerning Bankrupts, or within ſome or one of them, before the Date and Suing forth of the ſaid recited Commiſſion: **And whereas** the ſaid Commiſſioners, Parties to theſe Preſents, being the major Part of the Commiſſioners in the ſaid recited Commiſſion named, in further Execution of the ſame, and upon like due Examination of Witneſſes, have found, or otherwiſe it appeareth unto them, that the ſaid *T. R.* at the Time he became a Bankrupt as aforeſaid, had and was poſſeſſed of divers Wares, Houſhold and other Goods of ſeveral Kinds and divers Quantities of, *&c.* and alſo of Pewter, Braſs, and other Utenſils, Chattels, Eſtate and Effects, in and about his ſaid Houſe and Shop, and other Places; and alſo it appeareth to the ſaid Commiſſioners, Parties to theſe Preſents, that there are ſeveral Debts, Sum and Sums of Money, due and owing and belonging to the ſaid *T. R.* by and from ſeveral Perſons.

and of the Commiſſioners Proceedings thereon,

who declare the Perſon to be a Bankrupt,

and find him poſſeſſed of ſeveral Effects.

(*Or it may be thus*, —— was poſſeſſed of, intereſted in, or intitled to divers Houſhold-Goods, and other Goods, Wares and Merchandiſes then remaining or being in or about his ſaid Dwelling-Houſe and Shop, ſituate, *&c.* which have been ſeiſed by Virtue of a Warrant under the Hands and Seals of the major Part of the ſaid Commiſſioners named and authoriſed in and by the ſaid Commiſſion, the Particulars whereof are mentioned, ſet down and expreſſed in the Schedule to theſe Preſents annexed: **And alſo** of, in or to divers other Goods, Wares, Merchandiſes, and other Things, now or late in the Poſſeſſion of divers and ſundry Perſons, in Truſt for him the ſaid *T. R.* the Particulars whereof are alſo mentioned and expreſſed in the Schedule to theſe Preſents annexed; **And alſo** of, in or to divers Book-Debts, and other Debts and Sums of Money due, owing and payable to the ſaid *T. R.* and his Eſtate, by and from divers and ſundry Perſons, the Particulars whereof, and the Names of the ſeveral Perſons from whom the ſame are due, owing or payable, are alſo mentioned, *&c.* in the ſaid Schedule to, *&c.*)

Conſideration. **Now this Indenture witneſſeth**, that the ſaid Commiſſioners, Parties to theſe Preſents, by Force and Virtue of the ſaid Commiſſion, and the Statutes therein mentioned, and for and in Conſideration of the Covenants and Agreements herein after in theſe Preſents, on the Behalf of the ſaid *R. H.* and *J. M.* (Aſſignees of the ſaid Bankrupt's Eſtate and Effects, duly choſen by the major Part of the Creditors preſent at a Meeting purſuant to a Notice in the *London Gazette* for that Purpoſe) to be done and performed, **Have** ordered, bargained, ſold, aſſigned and ſet over, and by theſe Preſents **Do**, as much in them lieth, and they lawfully may, order, bargain, ſell, aſſign and ſet over to the ſaid *R. H.* and *J. M.* **All** and ſingular the ſaid Houſhold-Goods, and other Goods, Chattels, Effects, Debt and Debts, Sum and Sums of Money, and other Things, Eſtate and Premiſſes, of and belonging to him the ſaid *T. R.* and every Part thereof, and all other the Perſonal Eſtate, Debts, Goods and Effects of him the ſaid *T. R.* whatſoever and whereſoever.

Bargain and Sale, or Aſſignment of the Effects to the Aſſignees.

(*Or the Effects may be mentioned thus, agreeable to the Variation before mentioned in the Recital of them* —— **All** and ſingular the ſaid Houſhold-Goods, and other Goods, Wares and Merchandiſes, and alſo all the Debts and Sums of Money particularly mentioned, ſet down and expreſſed in the ſaid Schedule hereunto annexed, and all other Goods, Wares and Merchandiſes, Debts, Sum and Sums of Money, and other Effects of or belonging to the ſaid *T. R.* which now are, or at the Time he became Bankrupt were remaining or being in or about his ſaid Dwelling-Houſe or Shop, or in the Hands or Poſſeſſion of, or due or owing by or from the ſeveral Perſons named in the ſaid Schedule, or any of them, or any other Perſon or Perſons whatſoever; and all the Right, Title, Intereſt, Property, Profit, Claim and Demand whatſoever of him the ſaid *T. R.* of, in, to or out of the Premiſſes, or any Part or Parcel thereof, in any wiſe howſoever.)

To have and to hold the said Houshold Goods, and all and singular other the Goods, Chattels, Debts, Effects and Personal Estate whatsoever of him the said *T. R.* unto the said *R. H.* and *J. M.* their Executors and Administrators for ever; **In Trust** nevertheless to and for the Use and Uses herein after mentioned and expressed; (that is to say) **In Trust** to and for the Use and Behoof and Benefit, as well of them the said *R. H.* and *J. M.* as all other the Creditors of the said *T. R.* who have already, or shall hereafter in due Time, come in and seek Relief by virtue of the said recited Commission, according to the Direction and Limitation of the several Statutes whereupon the same is grounded, and to no other Use, Intent or Purpose whatsoever; **And** the said *R. H.* and *J. M.* for themselves, their Executors and Administrators, do hereby covenant, promise and agree, to and with the said *T. B. R. M.* and *G. J.* the said Commissioners, Parties to these Presents, that the said *R. H.* and *J. M.* shall and will from Time to Time, and at all Times hereafter, with all convenient Speed, and by all lawful Ways and Means they may or can, endeavour to sue for, recover and get in the Estate, Debts, Effects and Premisses hereby bargained, sold, assigned and set over, or mentioned or intended so to be; **And also** shall with like convenient Speed sell and dispose of the Estate and Effects, when so gotten in, to and for the best Profits and Advantages they can raise, make or advance by Sale, or other Disposition thereof.

Habendum.

In Trust.

The Assignees covenant to get in the Debts and Effects,

and dispose thereof to the best Advantage,

(*Or* —— Speed, as well to sell and dispose of all and singular the Goods, Wares and Merchandises mentioned in the said Schedule hereunto annexed, or hereby intended to be assigned for the best, *&c.*)

And also that they the said *R. R.* and *J. M.* their Executors and Administrators, shall and will give and render to the said *T. B. R. M.* and *G. J.* Commissioners, Parties to these Presents, or to the major Part of the Commissioners, by the said Commission authorised, upon reasonable Request to the said *R. H.* and *J. M.* their Executors and Administrators, a just, true, plain and perfect Account of all and every Part of the said Estate, Effects, Debts, Sum and Sums of Money, and other the Premisses hereby bargained, sold, assigned and set over unto the said *R. H.* and *J. M.* which he or they shall get in, recover or receive by virtue of these Presents; and such Debts, Sum or Sums of Money, or other Satisfaction, as shall be had, made, raised, received and gotten in by them, or any of them by virtue of these Presents, or otherwise howsoever.

and account to the Commissioners,

(*Or* —— of all such Sum and Sums of Money, and other Estate of the said *T. R.* as already have or hath, or at any Time hereafter shall come to the Hand, Use or Possession of the said *T. R.* his Executors, Administrators or Assigns, or any of them, or any other Person or Persons by his or their Order, or in Trust for him or them, by virtue, *&c. ut supra.)*

And further that they the said *R. H.* and *J. M.* their Executors and Administrators, shall and will pay, satisfy and deliver over the said Effects, *&c.* to the said *T. B. R. M.* and *G. J.* Commissioners, Parties to these Presents, or to the major Part of the Commissioners in the said Commission authorised, to be ordered, disposed of or distributed, as they shall order and direct, *in some covenient Time*, from and after they the said *R. H.* and *J. M.* their Executors, Administrators and Assigns, shall have had and received the same, or any Part thereof.

and assign such Part of the Bankrupt's Estate as shall remain undisposed of, and deliver the Monies received that they may be divided.

(*Or* —— shall and will, upon such *reasonable Notice* or Request as aforesaid, assign and transfer all such Part of the said *T. R.*'s Estate and Effects herein mentioned or intended to be hereby assigned, as shall then remain unsold and undisposed of; and also pay and deliver all such Sums, *&c.* as shall in the mean Time be had, raised or received by them the said *R. H.* and *J. M.* their, *&c.* or any of them by virtue of these Presents, or otherwise out of the said *T. R.*'s Estate, unto the said Commissioners, *&c.* or to such Person or Persons as they shall direct or appoint.)

To the End the said Commissioners, Parties to these Presents, may in due Time order, distribute, divide and dispose thereof, for and towards Payment and Satisfaction of the said just Debts, due and owing by the said *T. R.* to such his Creditors who have already sought, or shall hereafter in due Time come in and seek, Relief by virtue of the said Commission; **And moreover** that they the said *R. H.* and *J. M.* their Executors, Administrators and Assigns, or some of them, shall and will from Time to Time, and at all Times hereafter, save, defend, keep harmless and indemnified the said Commissioners, Parties to these Presents, and every of them, their and every of their Heirs, Executors and Administrators, of, from and against all and all Manner of Actions, Suits, Troubles, Damages, Losses, Costs, Charges and Expences whatsoever, which may happen or come to, or be brought or prosecuted against them, or any or either of them, or against the Lands, Tenements, Goods and Chattels of them, or any or either of them, and which they or any or either of them may suffer, sustain or be put unto, for or by Reason of this present Deed of Assignment, or their or any of their lawful Intermeddlings and Dealings in any of the Estate of the said *T. R.* or their or any of their Proceedings in the legal Execution of the above recited Commission, or by Force, Virtue or Colour thereof. **In Witness**, &c.

Covenant to indemnify the Commissioners.

A Bargain and Sale of a Bankrupt's Real Eſtate, from the Commiſſioners to the Aſſignees.

THIS Indenture Tripartite, made, &c. Between *R. M. G. J.* Eſqrs. and *R. W.* Gent. of the firſt Part, *T. R.* late of, &c. (*the Bankrupt*) of the ſecond Part, and *R. H.* of, &c. and *J. M.* of, &c. of the third Part. Whereas the King's Majeſty's Commiſſion under the Great Seal of *Great Britain*, &c. [*Reciting the iſſuing of the Commiſſion, the Commiſſioners putting the ſame in Execution, and finding* T. R. *a Bankrupt thereon, the ſame as in the Aſſignment of the Perſonal Eſtate.*] And whereas (*a*) the ſaid Commiſſioners, Parties to theſe Preſents, being the major Part of the Commiſſioners in the ſaid recited Commiſſion named, in further Execution of the ſame, and upon like due Examination of Witneſſes have found, or otherwiſe it appeareth unto them, that the ſaid *T. R.* at the Time he became a Bankrupt, as aforeſaid, *was ſeiſed* and poſſeſſed of, intereſted in, or intitled unto divers and ſundry Manors, Meſſuages, Lands, Tenements and Hereditaments in the Counties of *Bucks, Cambridge*, &c. and elſewhere in the Kingdom of *Great Britain*: Now this Indenture witneſſeth, that the ſaid Commiſſioners, Parties to theſe Preſents, being the major Part of the Commiſſioners named and authoriſed in and by the ſaid Commiſſion of Bankruptcy, in further Execution thereof, and of the ſeveral Statutes therein mentioned, and by Force and Virtue of the ſame, and of the Power and Authority in them hereby given, and alſo in Conſideration of the Covenants herein after reſerved and contained on the Part and Behalf of the ſaid *R. H.* and *J. M.* (Aſſignees of the ſaid Bankrupt's Eſtate and Effects, duly choſen by the major Part of the Creditors, at a Meeting purſuant to a Notice in the *London Gazette* for that Purpoſe) to be done and performed, Have bargained and ſold, and by theſe Preſents (as much as in them lieth, and they lawfully may) Do, and each of them Doth bargain and ſell; And the ſaid *T. R.* in Conſideration of the Sum of 5*s.* of lawful Money of *Great Britain*, to him in Hand paid, at or before the Sealing and Delivery of theſe Preſents by the ſaid *R. H.* and *J. M.* the Receipt whereof is hereby acknowledged, Hath bargained and ſold, and by theſe Preſents (as much as in him lieth, and he lawfully may) Doth bargain and ſell unto the ſaid *R. H.* and *J. M.* and to their Heirs and Aſſigns, All thoſe the Manors, &c. &c. (*the Parcels of all the Real Eſtates*) and alſo all other the Manors and reputed Manors, Meſſuages, Lands, Tenements and Hereditaments in the ſaid Counties, of, &c. whereof, wherein or whereunto the ſaid *T. R.* or any Perſon or Perſons in Truſt for him, now is, or at the Time of his becoming a Bankrupt was, ſeiſed or poſſeſſed of, intereſted in, or intitled unto, any Eſtate of Freehold or Inheritance, either in Poſſeſſion, Reverſion, Remainder or Expectancy, or otherwiſe howſoever, or wherein or whereunto the ſaid *T. R.* or any Perſon or Perſons in Truſt for him, can or may have, or claim any Eſtate or Intereſt, Right, Title, Profit, Produce, Rent, Share, Claim or Demand whatſoever, either in Law or Equity, or otherwiſe howſoever; *And* the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues, Emoluments, Profits, Commodities, Advantages and Appurtenances whatſoever to the ſaid Manors or reputed Manors, Meſſuages or Tenements, Lands, Hereditaments and Premiſſes, or any Part or Parcel thereof belonging or in any wiſe appertaining, together with all Deeds, Eſcripts, Muniments and Writings, relating to all or any Part of the ſaid Manors, Meſſuages or Tenements, Lands, Hereditaments and Premiſſes hereby bargained and ſold, or intended ſo to be; To have and to hold the ſaid Manors or reputed Manors, Farms, Meſſuages or Tenements, Lands and Hereditaments, and all and ſingular other the Premiſſes herein before mentioned and intended to be hereby bargained and ſold, with their and every of their Rights, Members and Appurtenances, unto the ſaid *R. H.* and *J. M.* their Heirs and Aſſigns, for ſuch Eſtate and Eſtates and Intereſts, as the ſaid *T. R.* had therein reſpectively at the Time of his becoming Bankrupt, and at the Time of iſſuing forth of the ſaid Commiſſion of Bankruptcy againſt him, or at any Time ſince, and in as full and ample Manner and Form, to all Intents and Purpoſes whatſoever, as the ſaid *T. R.* his Heirs or Aſſigns, might or could have held and enjoyed the ſame, if he the ſaid *T. R.* had not become a Bankrupt, and if theſe Preſents had not been made; In Truſt nevertheleſs to and for the Uſe, Behoof, Benefit and Advantage of the ſaid *R. H.* and *J. M.* and the reſt of the Creditors of the ſaid *T. R.* who already have, or ſhall in due Time come in and ſeek Relief under the ſaid Commiſſion: And the ſaid *R. H.* and *J. M.* for themſelves ſeverally and reſpectively, and each for his own reſpective Heirs, Executors and Adminiſtrators, and not one for the other, or for the Heirs, Executors or Adminiſtrators of the other, or for the Act or Deed of the other, do covenant, promiſe, grant and agree, to and with the ſaid Commiſſioners, Parties to theſe Preſents, their Executors

The Commiſſioners find the Bankrupt ſeiſed of ſeveral Eſtates in Lands.

Conſideration.

Parcels.

Habendum.

In Truſt.

(*a*) See another Form of this Recital, and of the Eſtates being appraiſed, at the End of this Precedent.

and

and Adminiſtrators, that they the ſaid *R.H.* and *J.M.* their Heirs and Aſſigns, ſhall and will with all convenient Speed, uſe their beſt Means and Endeavours to ſell and diſpoſe of the Manors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes herein before mentioned and intended to be hereby bargained and ſold, for all ſuch Eſtate and Intereſt, as the ſaid *T.R.* had therein at the Time he became a Bankrupt, for the moſt and beſt Price and Prices that can be got for the ſame; **And** that they the ſaid *R.H.* and *J.M.* ſhall and will, within the Time limited and appointed by an Act of Parliament, made in the fifth Year of his preſent Majeſty's Reign, intitled, *An Act to prevent the committing of Frauds by Bankrupts*, give unto the ſaid Commiſſioners, Parties to theſe Preſents, or to the major Part of the Commiſſioners, in and by the ſaid Commiſſion named and authoriſed, fair and juſt Accounts of their Receipts, Payments and Diſburſements, on Account of, touching or concerning the Eſtate and Effects of the ſaid *T.R.* and ſhall and will diſtribute and divide amongſt the Creditors of the ſaid *T.R.* who ſhall have come in and proved their Debts under the ſaid Commiſſion (in Proportion to their reſpective Debts) all ſuch Part of the neat Produce of the Eſtate and Effects of the ſaid *T.R.* as the ſaid Commiſſioners, Parties to theſe Preſents, ſhall from Time to Time order and direct; **And further,** [*a Covenant by the Aſſignees to indemnify the Commiſſioners as in the Aſſignment of the Perſonal Eſtate.*] **In Witneſs,** &c.

Covenant that the Aſſignees ſhall ſell the Eſtates,

and give Account to the Commiſſioners,

and make Diſtribution.

Recital of Commiſſioners finding the Bankrupt ſeiſed of Real Eſtates, &c. *which they cauſed to be appraiſed.*

And whereas, &c. *(as in the like Recital in the laſt Precedent to)* —— was ſeiſed in his Demeſne as of Fee-ſimple, or of ſome other Eſtate or Eſtates of Inheritance, in Poſſeſſion, Reverſion, Remainder or Expectancy, or for the Term of his natural Life, or intitled to the Equity of Redemption, or was otherwiſe intereſted or intitled, of, in or to the ſeveral Freehold and Copyhold Meſſuages, Lands, Tenements or Hereditaments herein after mentioned, with their Appurtenances; (that is to ſay) **Of,** in, or to all that Capital Meſſuage or Tenement, Barn, *&c.* **And alſo of,** in or to all thoſe Cloſes, *&c.* **And alſo of,** in or to all that Piece or Parcel of Meadow-Ground, *&c.* **All** which Premiſſes are ſituate, *&c.* **And alſo of,** in or to all that Copyhold Meſſuage, *&c.* lying, *&c.* and held of the Manor of, *&c.* now or late in the Tenure, *&c.* **All** which ſaid Freehold and Copyhold Meſſuages, Lands, Tenements and Hereditaments, with the Appurtenances, the ſaid Commiſſioners, Parties to theſe Preſents, or the major Part of the Commiſſioners, by the ſaid Commiſſion authoriſed, have cauſed to be viewed, valued, rented and appraiſed, by honeſt Men of Skill and Judgment, who have valued the Eſtate and Intereſt of the ſaid *T.R.* of and in the Premiſſes, at the Sum of, *&c.* and no more, in Regard the ſame ſtand charged with ſeveral Mortgages, upon which great Sums are due for Principal and Intereſt. **Now,** &c.

Freehold.

Copyhold.

Appraiſement.

Premiſſes mortgaged.

The Parcels deſcribed with Reference to the above Recital.

—— **All** and ſingular the ſaid Freehold and Copyhold Meſſuages, Lands, Tenements, Hereditaments and Premiſſes herein above mentioned or deſcribed, with their and every of their Rights, Members and Appurtenances, and all Houſes, Outhouſes, *&c.* (See Tit. **Parcels**;) **And alſo all** other the Freehold and Copyhold Meſſuages, Lands, Tenements and Hereditaments whatſoever, lying within the ſaid County of, *&c.* whereof or wherein, or whereunto he the ſaid *J.S.* at the Time he became Bankrupt, had or now hath any Eſtate, Right, Title or Intereſt in Poſſeſſion, Reverſion, Remainder or Expectancy, or for Term of his natural Life, or otherwiſe howſoever, with their and every of their Rights, Members and Appurtenances; and all the Eſtate, *&c.* and the Reverſion, *&c.* together with all Deeds, *&c.*

Covenant that the Aſſignees will get into Poſſeſſion and ſell the Premiſſes.

And the ſaid *R.H.* and *J.M.* for themſelves, *&c.* do covenant, *&c.* to and with the ſaid Commiſſioners, Parties to theſe Preſents, their, *&c.* in Manner, *&c.* that they the ſaid *R.H.* and *J.M.* their, *&c.* ſhall and will uſe their beſt Endeavours, by all lawful Ways and Means, and with all convenient Speed, to enter upon, and recover and get into his, their, or ſome of their Poſſeſſion or Power, all and ſingular the ſaid Meſſuages, *&c.* herein before mentioned or intended to be hereby bargained and ſold, with their and every of their Appurtenances; **And** ſhall and will from Time to Time, with all convenient Speed, after the ſame, or any Part thereof ſhall have come to their, or either or any of their Poſſeſſion or Power, ſell and diſpoſe of the ſame for the beſt and greateſt Rates and Prices, that can or may be really and *bona fide* had or obtained for the ſame.

Special

Special Recital of an Aſſignment of a Bankrupt's Eſtate, wherein a former Aſſignee had not acted, and an Aſſignment of a Bankrupt's Effects to a Creditor who had taken upon him to act.

Recital of a Perſon being choſen Aſſignee, but has not intermeddled.

One of the Creditors has paid the greateſt Part of the Debts; therefore the Commiſſioners aſſign to him the Bankrupt's Effects.

AND whereas although the ſaid *B. M.* was choſen Aſſignee, and ſuch Aſſignment was ſo made to him of the ſaid *D. B.*'s Eſtate, Debts and Effects, upon the Truſt and for the End and Purpoſe aforeſaid; yet he the ſaid *B. M.* hath not received any of the Debts ſet forth in the before mentioned Schedule to be due to the ſaid Bankrupt's Eſtate, nor hath he the ſaid *B. M.* any ways acted or intermeddled in the ſaid Truſt ſo veſted and repoſed in him as aforeſaid: **And whereas** the ſaid *J. K.* (one of the Creditors of the ſaid *D. B.* hath actually, out of his own proper Monies, paid and ſatisfied to the ſaid *B. M.* his full Debts due from the ſaid Bankrupt's Eſtate, and hath alſo paid to the greateſt Part of the other Creditors of the ſaid *D. B.* the moſt Part of their reſpective Debts due to them from the ſaid Bankrupt's Eſtate, by Means whereof he the ſaid *J. K.* is now become the Principal Creditor of him the ſaid *D. B.* **Now this Indenture witneſſeth,** That they the ſaid Commiſſioners, Parties hereto, being fully ſatisfied, that he the ſaid *J. K.* hath out of his own Eſtate truly paid and ſatisfied to the ſaid *B. M.* and the other Creditors of the ſaid *D. B.* all or the greateſt Part of their reſpective Debts, ſo due to them in Manner as aforeſaid; and to the End that as well the ſaid *J. K.* may be repaid all ſuch Monies ſo by him paid as aforeſaid; as alſo that all ſuch other Creditors of the ſaid *D. B.* may be paid their remaining Debts out of the herein after aſſigned Eſtate, Debts and Effects now belonging to him the ſaid *D. B.* as far as the ſame will extend to pay and ſatisfy, in ſuch Manner as herein after mentioned; and alſo in Conſideration of the Sum of 5 *s.* of, *&c.* to them the ſaid Commiſſioners, Parties hereto, and to the ſaid *B. M.* in Hand paid by the ſaid *J. K.* at, *&c.* the Receipt, *&c.* and alſo in Conſideration of the Covenants herein after in theſe Preſents, on the Part and Behalf of the ſaid *J. K.* his Executors and Adminiſtrators, covenanted and agreed to be paid and performed; they the ſaid Commiſſioners, Parties hereto, in further Execution of the ſaid Commiſſion, and by Force and Virtue of all Statutes enabling them thereto, and at the Requeſt, and by the Direction and Appointment of the ſaid *B. M.* teſtified, *&c.* **Have** ordered, granted, ſold, aſſigned and ſet over, and by theſe Preſents they the ſaid Commiſſioners, Parties hereto, (at the Requeſt, and by and with the Direction and Appointment of the ſeveral other Creditors of the ſaid *D. B.* who have ſigned their Names on the Back hereof, teſtifying their Conſent and Approbation to the Aſſignment hereby made) **Do,** as much as in them the ſame Commiſſioners lieth, and they lawfully may do, order, *&c.* unto the ſaid *J. K.* his, *&c.* **All** and every the ſeveral Debts and Sums of Money now due, owing or belonging unto the ſaid *D. B.* or his Eſtates, by and from the ſeveral Perſons hereunder written, and which are particularly mentioned and ſet forth againſt each of their reſpective Names, (being the ſame ſeveral Debts or Sums of Money which are mentioned and ſet forth in the ſaid Schedule to the ſaid recited Indenture annext;) and alſo all and every other the Debts, Goods and Effects whatſoever, as are now any ways due, owing or belonging to the Eſtate of the ſaid *D. B.* by or from any other Perſon or Perſons whatſoever; **To have and to hold,** aſk, demand, ſue for and recover, *&c.* **Nevertheleſs upon the Truſt,** and for the Ends and Purpoſes following; In the firſt Place to this Intent and Purpoſe, that it ſhall and may be lawful to and for the ſaid *J. K.* his Executors, *&c.* by and out of the ſaid hereby aſſigned Monies, *&c.* to deduct and repay to him and themſelves, and to his and their own Uſe and Benefit, all and every ſuch Sum and Sums of Money, as he the ſaid *J. K.* hath already actually paid to the ſaid *B. P.* and the ſaid other Creditors of the ſaid *D. B.* for and towards Payment and Diſcharge of their reſpective Debts as aforeſaid; and alſo from and after Payment of all his and their Coſts, Charges and Expences, touching and concerning the Recovering and Receiving of the hereby aſſigned Monies and Premiſſes, *and ſubject* thereunto; then upon this ſpecial Truſt, that he the ſaid *J. K.* his, *&c.* ſhall pay and diſpoſe of all and ſingular the Reſidue of the ſaid hereby aſſigned Monies and Premiſſes, when and as by him or them received, unto and amongſt all and every the Creditors of the ſaid *D. B.* as have not been already paid their reſpective Debts, or any Part thereof, and who have ſought, or ſhall hereafter in due Time come in and ſeek Relief by Virtue of the ſaid Commiſſion, and contribute towards the Charge thereof, according to the Statutes in that Caſe made and provided; the ſaid Reſidue of the hereby aſſigned Monies and Premiſſes, to be paid to and amongſt all and every ſuch Creditors, for and towards Payment and Diſcharge of their reſpective Debts, rateably and proportionably, as far as the ſame will extend to pay and ſatisfy, in ſuch Manner, as they the ſaid Commiſſioners, or the major Part of them, ſhall by any Deed or Writing direct or appoint, and to and for no other Uſe, Truſt, Intent or Purpoſe whatſoever.

As to Reſidue.

Bills.

A Bill Penal for the Payment of Money.

KNOW all Men by theſe Preſents, that I *W. B.* of —— do owe unto *J. F.* of —— the Sum of 10 *l.* of lawful Money of *Great Britain*, to be paid unto the ſaid *J. F.* his Executors, Adminiſtrators or Aſſigns, on the —— next enſuing the Date hereof; for which Payment, well and truly to be made, I bind myſelf, my Heirs, Executors and Adminiſtrators, in 20 *l.* of like lawful Money, firmly by theſe Preſents. In Witneſs whereof I have hereunto ſet my Hand and Seal this —— Day of —— in the Year of our Lord ——.

A Bill without a Penalty.

KNOW all Men by theſe Preſents, that I *R. C.* of —— do owe and am indebted unto *J. F.* of —— in the Sum of 10 *l.* of lawful Money of *Great Britain*, to be paid unto the ſaid *J. F.* his Executors, Adminiſtrators or Aſſigns, on the —— Day of —— next enſuing the Date hereof; for which Payment well and truly to be made, I bind myſelf, my Heirs, Executors and Adminiſtrators firmly by theſe Preſents. In Witneſs, &c.

A Bill of Credit.

THIS preſent Writing witneſſeth, that I *R. C.* of —— Merchant, do undertake to and with *J. F.* of ——— Merchant, his Executors and Adminiſtrators, that if he deliver unto Sir *C. R.* Knt. or any of his Aſſigns, to his Uſe, any Sum or Sums of Money, amounting to the Sum of —— *l.* of lawful Money of this Realm, or under, and ſhall take in my Name a Bill under the Hand and Seal of the ſaid *C. R.* confeſſing and ſhewing the Certainty thereof; that then I, my Executors or Adminiſtrators, having the ſame Bill delivered to me or them, ſhall immediately, upon the Receipt of the ſame, pay or cauſe to be paid unto the ſaid *J. F.* his Executors, Adminiſtrators or Aſſigns, all ſuch Sums of Money as ſhall be contained in the ſaid Bill; for which Payment in Manner and Form aforeſaid, well and truly to be made, I bind myſelf, my Executors, Adminiſtrators and Aſſigns by theſe Preſents. In Witneſs, &c.

Bonds.

I. *An Obligation from one to one, with a Condition, for Payment of Money on a Day certain.*

KNOW all Men by theſe Preſents, that I *B. R.* of ——— in the County of ——— Gent. am held and firmly bound to *S. M.* of —— in the County of ——, Yeoman, in 100 *l.* of good and lawful Money of *Great Britain*, to be paid to the ſaid *S. M.* or his certain Attorney, Executors, Adminiſtrators or Aſſigns, to which Payment well and truly to be made, I bind myſelf, my Heirs, Executors and Adminiſtrators, firmly by theſe Preſents, ſealed with my Seal, dated the —— Day of —— in the Year of our Lord one thouſand ſeven hundred and thirty-nine, and in the Twelfth Year of the Reign of King *George* the Second.

The Condition of this Obligation is ſuch, that if the above-bounden *B. R.* his Heirs, Executors or Adminiſtrators, ſhall and do well and truly pay, or cauſe to be paid, unto the above-named *S. M.* his Executors, Adminiſtrators or Aſſigns, the full Sum of 50 *l.* of good and lawful Money of *Great Britain*, on the 30th Day of *January* now next enſuing, together with lawful Intereſt for the ſame from the Date hereof, without Fraud or further Delay; then this Obligation to be void and of no Effect, or elſe the ſame to be and remain in full Force and Virtue. Condition.

An Obligation from two to one, for Payment of Money on Demand.

KNOW all Men by theſe Preſents, that we *C. A.* of —— in the County of ——, Gent. and *R. C.* of —— in the County of ——, Yeoman, are held and firmly bound to *J. F.* of —— in the County of ——, Eſq; in 200 *l.* of good and lawful Money of *Great Britain*, to be paid to the ſaid *J. F.* or his certain Attorney, Executors, Adminiſtrators or Aſſigns; to which Payment well and truly to be made, we bind ourſelves and each of us jointly and ſeverally, our and each of our Heirs, Executors and Adminiſtrators, firmly by theſe Preſents, ſealed with our Seals. Dated, *&c.*

Condition. The Condition of this Obligation is ſuch, that if the above bound *C. A.* and *R. C.* or either of them, their or either of their Heirs, Executors or Adminiſtrators, do and ſhall well and truly pay, or cauſe to be paid, unto the ſaid *J. F.* his Executors, Adminiſtrators or Aſſigns, the Sum of 100 *l.* of lawful Money of *Great Britain* on Demand; then this Obligation to be void, otherwiſe to continue in full Force.

An Obligation from one to two, with Condition for Payment of Money at two ſeveral Days.

KNOW all Men by theſe Preſents, that I *R. C.* of —— in the County of, *&c.* Gent. am held and firmly bound to *J. F.* of —— in the County of ——, Eſq; and *F. J.* of —— in the County of ——, Gent. in 600 *l.* of good and lawful Money of *Great Britain*, to be paid to the ſaid *J. F.* and *F. J.* or either of them, their or either of their certain Attornies, Executors, Adminiſtrators or Aſſigns; to which Payment well and truly to be made, I bind myſelf, my Heirs, Executors and Adminiſtrators, firmly by theſe Preſents, ſealed with my Seal. Dated, *&c.*

Condition. The Condition of this Obligation is ſuch, that if the above bound *R. C.* his Heirs, Executors or Adminiſtrators, do and ſhall well and truly pay, or cauſe to be paid, unto the ſaid *J. F.* and *F. J.* or to either of them, or to their or either of their Executors, Adminiſtrators or Aſſigns, the Sum of 300 *l.* of lawful Money of *Great Britain*, on or before the 10th Day of *June* next enſuing the Date hereof, and 300 *l.* of like lawful Money on the 30th of *March*, which ſhall be in the Year of our Lord 1740; then this Obligation to be void, otherwiſe to be and remain in full Force and Virtue.

An Obligation from two to two.

KNOW all Men by theſe Preſents, that we *W. B.* of —— in the County of ——, Gent. and *C. B.* of —— in the County of —— Gent. are held and firmly bound to *T. K.* of —— in the County of ——, Eſq; and *N. P.* of —— in the County of ——, Eſq; in 150 *l.* of lawful Money of *Great Britain*, to be paid to the ſaid *T. H.* and *N. P.* or either of them, their or either of their certain Attornies, Executors, Adminiſtrators or Aſſigns; to which Payment well and truly to be made, we bind ourſelves and each of us, our and each of our Heirs, Executors and Adminiſtrators, firmly by theſe Preſents ſealed with our Seals. Dated, *&c.*

To a Churchwarden and Overſeer of the Poor.

—— Are held, *&c.* —— to *W. D.* and *J. S.* Churchwardens and Overſeers of the Poor of the Pariſh of —— in the County of —— in —— *l.* of, *&c.* to be paid to the ſaid Church-wardens and Overſeers of the Pariſh aforeſaid, or their or either of their certain Attornies, Executors, Adminiſtrators, Succeſſors or Aſſigns, *&c.*

Of a Bail-Bond to the Sheriff.

—— Are held, *&c.* —— to *W. R.* Eſq; Sheriff of the County of —— in, *&c.* —— to be paid to the ſaid Sheriff, or his certain Attorney, Executors, Adminiſtrators or Aſſigns, for, *&c.*

To the Lord Chancellor on iſſuing a Commiſſion of Bankruptcy.

——— Are held, &c. ——— to the Right Honourable *Philip* Lord *Hardwicke*, Baron of *Hardwicke*, Lord High Chancellor of *Great Britain*, in 200 *l.* of good, &c. ——— to be paid to the ſaid Lord High Chancellor, or his certain Attorney, Executors, Adminiſtrators and Aſſigns, for, &c. For Payments.

From ſeveral Perſons ſeverally for ſeveral Sums.

—— That *A. B.* of, &c. *C. D.* &c. *E. F.* &c. *G. H.* &c. and *J. K.* &c. are ſeverally and reſpectively held and firmly bound unto *N. O.* of, &c. in the reſpective Sums following, *viz.* each of them the ſaid *A. B. C. D. E. F.* and *G. H.* in the Sum of 120 *l.* a-piece of lawful, &c. and the ſaid *J. K.* in the Sum of 180 *l.* of like Money to be paid to the ſaid *N. O.* or his certain Attorney, &c. which ſaid ſeveral Payments well and truly to be made, each of them doth hereby bind and oblige himſelf, his Heirs, &c. ſeverally and reſpectively, but not jointly, nor one for the other, firmly by theſe Preſents, ſealed, &c.

From the Company for the Diſcovery of new Trades.

—— That we the Governor and Company of *Engliſh* Merchants for Diſcovery of new Trades, are held, &c. unto *A.* of, &c. in, &c. to be paid, &c. we the ſaid Fellowſhip of *Engliſh* Merchants for Diſcovery of new Trades, do hereby bind ourſelves and our Succeſſors firmly by theſe Preſents. **In Witneſs** whereof we have cauſed the Publick Seal of the ſaid Fellowſhip to be affixed the —— Day of, &c.

To an Executrix and her Huſband.

—— That I *A. Q.* of, &c. am held, &c. unto *B. R.* of, &c. and *C.* his Wife, Executrix of the laſt Will and Teſtament of *D. S.* late of, &c. deceaſed, in, &c.

To the Eaſt-India *Company.*

——— Unto the *Engliſh* Company trading to the *Eaſt-Indies* in ——— *l.* &c. to be paid to the ſaid *Engliſh*, &c. or their certain Attorney, Succeſſors or Aſſigns, &c.

II. Conditions of Bonds.

I. For the Payment and Repayment of Money.

For Payment of Money at one Time.

The Condition of this Obligation is ſuch, That if the above-bounden *A. B.* (*and* C. D. *or either of them*, but if three or more Obligors, ſay, *and* E. E. *or any of them*) his (*their or either* (any) *of their*) Heirs, Executors or Adminiſtrators, do and ſhall well and truly pay or cauſe to be paid unto the above-named *G. H.* (*and* J. K. *or either of them*; and if three Obligees, *and* L. M *or any of them*) his (*their or either* (any) *of their*) Executors, Adminiſtrators or Aſſigns, the full Sum of —— *l.* (the Sum ſecured to be paid) of lawful *Britiſh* Money, (*and you may add, tho' a Bond will carry Intereſt without mentioning it*) with Intereſt for the ſame after the Rate of 5 *l. per Cent. per Ann.* (*or*, with lawful Intereſt for the ſame) on the ——— Day of ——— next enſuing the Date of the above written Obligation, without Fraud or further Delay, (*if a Time for Payment be not mentioned, the Money is due preſently*); then this Obligation to be void and of no Effect, or elſe to remain in full Force and Virtue. From one or more, to one or more.

Sealed and delivered in
the Preſence of

To

To pay Money at different Times.

——The full Sum of——of lawful *Britiſh* Money, in Manner following, (to wit) the Sum of —— *l.* Part thereof, on the—— Day of——next enſuing the Date of the above written Obligation; ——— *l.* more thereof, on the —— next following, and ——— *l.* more, the Reſidue, and in full Payment thereof, on the———which will be in the Year of our Lord ——without Fraud or Covin; then this Obligation to be void; but if Default ſhall be made in Payment of any of the ſaid ſeveral and reſpective Sums of Money above mentioned, or any Part thereof, on any of the ſaid ſeveral and reſpective Days and Times above limited for Payment thereof; then this Obligation to remain in full Force and Virtue.

To pay Money quarterly till the Whole is paid.

—— (*As above, mentioning the firſt four Quarters, and leaving out the Words*, Reſidue and in full Payment) *then after the Words*, Year of our Lord — (*ſay*) the Sum of — more thereof on —— then next enſuing, and ſo on quarterly every Quarter of a Year, one next and immediately enſuing another, on every of the Quarter-Days aforeſaid, the Sum of —— until the Sum of —— ſhall be in ſuch Sort and after ſuch Manner fully ſatisfied, contented and paid; then, *&c.* —— but if, *&c. as above.*

To pay Money by Half-yearly Payments till the Whole is paid.

—— The Sum of 400*l.* of, *&c.* in Manner following, (that is to ſay) the Sum of 25*l.* Part thereof, on the, *&c.* which will be in the Year of our Lord 17— 31*l.* 5*s.* more thereof, *&c.* (and 31*l.* 5*s.* twice more, on the ſame Days in another Year) in every Year afterwards ſucceſſively, while and until the ſaid Principal Sum of 400*l.* ſhall be fully paid, together with Intereſt, after the Rate of —— *&c.* from the —— Day of this Inſtant Month of —— for the ſaid Sum of 400*l.* and for the remaining Parts thereof, to the reſpective Days and Times on which the ſame or any Part thereof ſhall become due and is to be paid, and until the ſaid Sum of 400*l.* and Intereſt thereof ſhall be fully paid as aforeſaid; then this Obligation to be void; but if Default, *&c.* ſhall happen to be made in Payment of the ſaid Sum of 400*l.* or any Part thereof, or the Intereſt for the ſame, on all or any of the ſeveral Days or Times on which the ſame ſhall become due and ought to be paid as aforeſaid, contrary to the Limitation and true Meaning of theſe Preſents; then, *&c.*

To pay Money yearly, till the whole Demand be ſatisfied.

——— The Sum of —— *l.* of lawful, *&c.* in Manner and Form following, (to wit) the Sum of —— Part thereof on —— next enſuing the Date of the above written Obligation, and from thenceforth —— *l.* yearly and every Year, on every —— Day of —— till the ſaid Sum of —— ſhall be wholly paid and ſatisfied; then, *&c.*

The Condition of a Bond (with a Duplicate) to pay Money.

THE Condition of this Obligation is ſuch, That if the above bound *A. B.* his Executors, Adminiſtrators or Aſſigns, do and ſhall well and truly pay or cauſe to be paid either unto *C. D.* Merchant, at his Dwelling-houſe at *E.* in the *Weſt-Indies*, or unto the above named *F. G.* his Executors, Adminiſtrators or Aſſigns, in *London*, the full Sum of —— *l.* lawful Money of *Great Britain*, within —— next after the Date hereof, according to the true Intent and Meaning of theſe Preſents; then this preſent Obligation, as alſo a Double or Duplicate thereof of the ſame Tenor and Date, ſigned and ſealed by the ſaid *A. B.* ſhall be void and of none Effect, or elſe ſtand, remain and be in full Force and Virtue.

To pay Money according to a Mortgage.

——— (*As in the firſt to*) the Sum of —— of lawful *Britiſh* Money, on, *&c.* ——next enſuing the Date of the above written Obligation; and alſo the further Sum of——of like lawful Money on —— which will be in the Year of our Lord——without any Deduction or Defalcation

falcation for Taxes, Aſſeſſments, or any other Impoſitions whatſoever, according to the Purport of certain Indentures *Tripartite*, bearing equal Date with the above written Obligation, and made between *J. B.* of the firſt Part, *T. P.* of —— of the ſecond Part, and the ſaid *M. W.* of the third Part; then, *&c.* or elſe, *&c.*

Another, to pay Mortgage Money.

THE Condition, &c. (*The ſame as in a common Bond*) next enſuing the Date above written, being the ſame Sum of Money which is mentioned to be due and owing by the ſaid *A.* unto the above mentioned *C.* in certain Indentures of Demiſe or Mortgage bearing the Date above written, made or mentioned to be made between the ſaid *A.* of the one Part, and the ſaid *B.* of the other Part, by and upon the ſeveral Securities as therein is mentioned; then, *&c.*

Another.

THE Condition, &c. That if the above bounden *G. T. G.* his, *&c.* do, *&c.* pay, *&c.* unto the above named *R. T. G. D.* and *T. B.* their, *&c.* at or in the Common Dining-hall of the *Middle Temple, London*, the full Sum of 1050*l.* of, *&c.* in Manner, *&c.* (that is to ſay) 25*l.* Part thereof, on, *&c.* and 1025*l.* Reſidue and in full Payment of the ſaid 1050*l.* on, *&c.* according to and in full Performance and Diſcharge of a Proviſo or Condition mentioned in a certain Indenture bearing even Date herewith, and made or mentioned to be made between the ſaid *G. T. G.* of the one Part, and the ſaid *R. T. G. D.* and *T. B.* of the other Part, importing a Mortgage of a Piece, *&c.* for the Term of 1000 Years; then, *&c.*

For ſecuring a further Sum lent on a Mortgage.

THE Condition, &c. That if the above bounden *J. S.* and *H. D.* or either of them, their or either of their Heirs, *&c.* do and ſhall well and truly pay, *&c.* unto the above named *W. P. W.* his Executors, *&c.* the Sum of 200*l.* with Intereſt for the ſame after the Rate of 5*l. per Cent. per Ann.* of, *&c.* on, *&c.* then the ſaid Obligation to be void and of none Effect, or elſe to be and remain in full Force and Virtue. And for the better ſecuring the Payment of the ſaid Sum of 200*l.* and the Intereſt thereof after the Rate aforeſaid, the ſaid *J. S.* doth hereby for himſelf, *&c.* covenant and agree to and with the ſaid *W. P. W.* his, *&c.* that all and every the Meſſuages, *&c.* ſituate, *&c.* conveyed in Mortgage to or in Truſt for the ſaid *W. P. W.* in and by a certain Indenture *Quadripartite* bearing Date, *&c.* made, *&c.* between the ſaid *J. S.* of the firſt Part, *J. M. & al'* of the ſecond Part, the ſaid *W. P. W.* of the third Part, and *W. W.* of the fourth Part, ſhall be ſubject and liable to the Payment of the ſaid Sum of 200*l.* and of all Intereſt that ſhall grow due for the ſame. Covenant.

Sealed and delivered, *&c.*

From a Mortgagor to two Mortgagees on their diſcharging the Mortgage, on receiving only Part of the Mortgage Money, for the Payment of the Reſidue to the Uſes in a Deed declared.

A. *to* B. C.

WHereas the above bound *A.* did heretofore by certain Indentures of Leaſe and Releaſe, in Conſideration of the Sum of 200*l.* therein mentioned to be paid him, convey and aſſure unto the above bound *B.* and *C. All* that, *&c.* 100*l.* whereof is (by Indenture *Tripartite*, bearing Date, *&c.* and made, *&c.* between the ſaid *B.* and *C.* of the firſt Part, *D.* of, *&c* Widow, (ſince deceaſed) and *C.* and *V.* of the ſecond Part, and the ſaid *A.* of the third Part) declared to be freely given by the ſaid *D.* for the Uſes and Purpoſes therein mentioned: And the ſaid *A.* hath alſo paid to the aforeſaid *C.* the other 100*l.* of the ſaid 200*l.* which by and according to the Intent of the ſaid Indenture *Tripartite* is declared to belong and is payable to her the ſaid *C.* And whereas they the ſaid *B.* and *C.* have, according to their Power in that Behalf provided, given and declared in and by the ſaid Indenture *Tripartite*, agreed to accept of the ſaid *A.*'s Obligation, only for ſecuring the Payment of the ſaid other 100*l.* of the ſaid 200*l.* ſo given by the ſaid *D.* for the Uſes and Purpoſes declared concerning the ſame in and by the ſaid Indentures *Tripartite*, and have thereupon reconveyed the

ſaid Premiſſes to the ſaid *A.* his Heirs and Aſſigns: **Now therefore the Condition**, &c. that if the ſaid *A.* his Heirs, *&c.* do and ſhall well and truly pay, *&c.* unto the ſaid *B.* and *C.* or either of them, their or either of their Executors, *&c.* the ſaid Sum of 100*l.* of, *&c.* with Intereſt for the ſame after the Rate, *&c.* on, *&c.* in Truſt, and for the Uſes and Purpoſes mentioned and declared concerning the ſame, in and by the ſaid recited Indenture *Tripartite*; then, *&c.*

Bond from A. *a Mortgagor, and* B. *his Friend, to pay Principal and Intereſt Monies to a Mortgagee, and alſo for the Mortgagee's Performance of Covenants.*

Whereas the above named *C.* at the ſpecial Inſtance and Requeſt of the above bound *A.* hath agreed to advance and lend unto the ſaid *A.* the Sum of 100*l.* upon Condition that he the above bound *B.* would become a Surety with the ſaid *A.* for Payment to the ſaid *C.* her Executors, Adminiſtrators and Aſſigns, of the ſaid 100*l.* and Intereſt, and alſo to the Performance of the Covenants mentioned and contained in an Indenture *Tripartite* of Mortgage, bearing even Date with and executed immediately before theſe Preſents, and made between the ſaid *A.* of the firſt Part, *T. L.* of, *&c.* of the ſecond Part, and the ſaid *C.* of the third Part, in ſuch Manner as herein after is mentioned: **And whereas** the ſaid *C.* on the Date hereof, hath actually lent and paid to the ſaid *A.* the ſaid Sum of 100*l.* **Now the Condition**, &c. that if the ſaid *A.* and *B.* or either of them, their or either of their Heirs, Executors or Adminiſtrators, ſhall and do well and truly pay or cauſe to be paid unto the ſaid *C.* her Executors, Adminiſtrators or Aſſigns, at or in, *&c.* the full Sum of 105*l.* of, *&c.* in Manner as follows, *viz.* The Sum of 50*s.* Part thereof, on the —— next enſuing the Day of the Date hereof, and the Sum of 102*l.* 10*s.* Reſidue and in full thereof, on the —— Day of —— then next following, and which will be in the Year, *&c.* without making any Deduction for Taxes, or any other Charges whatſoever, according to the true Intent and Meaning of the Proviſo or Condition in the Surrender of Mortgage contained for that Purpoſe. **And alſo** if ſhe the ſaid *A.* her Heirs, Executors or Adminiſtrators, *&c.*

For Payment of Money in a Mortgage by Surrender of Copyhold Lands.

The Condition, &c. that **Whereas** the above bounden *J. B.* hath the Day of the Date of theſe Preſents ſurrendered into the Hands of the Lord of the Manor of *M.* in the County of *S.* aforeſaid, *All* thoſe four Acres and an half of Cuſtomary Land, with the Appurtenances, be the ſame more or leſs, heretofore in the Occupation of *T. G.* and now in the Poſſeſſion of the ſaid *J. B.* lying and being in the Pariſhes of, *&c.* within the Manor aforeſaid, *To* the Uſe and Behoof of the above named *J. H.* and his Heirs, according to the Cuſtom of the ſaid Manor, *Upon Condition nevertheleſs* to the Effect following, (that is to ſay) That if the ſaid *J. B.* his Heirs, Executors or Adminiſtrators, do well and truly pay and cauſe to be paid unto the ſaid *J. H.* his Executors, Adminiſtrators or Aſſigns, the Sum of 76*l.* of *&c.* on the Days, and at the Place and in ſuch Manner, as in the ſame Surrender is expreſſed, limited or appointed for the Payment of the ſame; then the ſaid Surrender to be void, or elſe to remain in full Force; as in and by the ſaid Surrender, Relation being thereunto had, may appear: **If therefore** the ſaid *J. B.* at the Time of paſſing and executing the ſaid Surrender had full Power and lawful Authority to ſurrender the Premiſſes, and every Part thereof, to the Uſes, Intents and Purpoſes aforeſaid; and if the above mentioned to be ſurrendered Premiſſes, and every Part thereof, with the Appurtenances, at the Time of paſſing and executing the ſaid Surrender, are and be, and ſo do remain and continue free and clear, and freely and clearly acquitted, exonerated and diſcharged, or otherwiſe well and ſufficiently ſaved, kept harmleſs and indemnified of and from all and all Manner of former and other Surrenders, Forfeitures, Leaſes, Jointures, Conditions, Wills, Intails, Mortgages, Eſtates, Titles, Troubles, Charges, Burthens and Incumbrances whatſoever; and alſo if the ſaid *J. B.* his Heirs, *&c.* do well and truly pay or cauſe to be paid unto the ſaid *J. H.* his Heirs, *&c.* the ſaid Sum of 76*l.* of, *&c.* on the Days, and at the Place and in ſuch Manner, as in the aforeſaid Surrender is expreſſed, limited or appointed for the Payment of the ſame, according to the true Intent and Meaning of the Proviſo or Condition in the ſame Surrender contained or mentioned; then, *&c.*

To pay Money according to a Proviſo in a Deed, and here recited, whereby a Term created on Payment is to ceaſe, or otherwiſe it is to attend the Inheritance.

WHereas in a Deed dated with and executed before theſe Preſents, mentioned to be made between the above bounden *M.* Earl of *A.* and *J. B.* the Honourable *H. B.* and *T. C.* of the one Part, and the above named *C. B.* of the other Part, there is a Proviſo or Clauſe, in the Words or to the Effect following, *viz.* That if the ſaid *M.* Earl of *A.* and *J. B.* their Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, do pay or ſatisfy to the ſaid *C. B.* his Executors, Adminiſtrators and Aſſigns, at or in the now Dwelling-houſe of *A. B.* ſituate, *&c.* on the —— Day of —— in the Year, *&c.* the Sum of 2000*l.* with Intereſt for the Forbearance thereof after the Rate of 5*l. per Cent.* that is to ſay, 2120*l.* of, *&c.* then and from thenceforth the Term of 1000 Years thereby mentioned to be thereby granted, ſhould ceaſe and be void, or otherwiſe attend and wait on the Freehold and Inheritance of the Manor and Premiſſes thereby granted, as by the ſaid Deed appears: **Now the Condition** of the Obligation is ſuch, that if the ſaid 2000*l.* and the ſaid Intereſt thereof, be duly paid at the Time and Place before mentioned for Payment thereof *by the ſaid* M. *Earl of* A. *and* J. B. then this Obligation to be void.

For Payment of an Annuity.

—— That if the above bounden *A. B.* his Heirs, Executors, and Adminiſtrators, do and ſhall yearly, and every Year from and after —— next enſuing the Date of the above written Obligation, well and truly pay or cauſe to be paid unto the above named *C. D.* his Executors, Adminiſtrators and Aſſigns, for and during —— one Annuity or yearly Sum of —— of lawful, *&c.* at and upon the four moſt uſual Feaſts or Times of Payment in the Year; that is to ſay, On the Feaſt-Day of, *&c.* by even and equal Portions; the firſt Payment thereof to begin and be made on the Feaſt-Day of, *&c.* next enſuing, *&c.* then, *&c.* but if, *&c.*

To pay an Annuity during the Life of the Obligee.

THE Condition, &c. That if the above bound *A.* his Heirs, *&c.* do and ſhall yearly and every Year, for and during the natural Life of the above named *B.* well and truly pay, *&c. as above.*

A Condition to pay an Annuity, which is the ſame as mentioned in and ſecured by a Deed Poll of equal Date, and indorſed on the Back of another Deed; and to pay and keep the Covenants, &c. *in the Deed Poll.*

—— That if the above bounden *W. A.* his, *&c.* ſhall, *&c.* pay, *&c.* unto the above named *J. R.* his, *&c.* yearly, *&c.* for and during the natural Life of the ſaid *W. A.* one Annuity or clear yearly Rent-Charge of 80*l.* of, *&c.* free and clear of and from all Manner of Taxes, Charges and Deductions whatſoever, (*ſometimes ſay*, At or in the Common Dining-hall of —— Inn (*or any other Place*) in the County of *M.*) by even Quarterly Payments to be made on the four ſeveral Days following, that is to ſay, On, *&c.* the firſt of which Quarterly Payments to begin and be made on, *&c.* (which ſaid Annuity or yearly Rent-Charge is the ſame Annuity or yearly Rent-Charge mentioned and ſecured in and by a certain Deed Poll bearing even Date herewith, and indorſed upon the Back of an Indenture of Releaſe bearing Date the Day next before the Day of the Date hereof, and made between the ſaid *W. A.* of the one Part, and the ſaid *J. R.* of the other Part) and alſo if the ſaid *W. A.* his Heirs, Executors or Adminiſtrators, ſhall and do well and truly obſerve, perform, fulfil, accompliſh, pay and keep all and ſingular the Covenants, Grants, Articles, Proviſions, Payments, Conditions and Agreements whatſoever, which on his or their Parts and Behalf are or ought to be obſerved, performed, accompliſhed, paid and kept, compriſed and mentioned in the ſaid Deed Poll bearing even Date herewith, and that in and by all Things, according to the true Intent and Meaning of the ſaid Deed Poll, without Fraud or Covin; then, *&c.*

Of an Annuity to be paid by two ſeveral Perſons, which is declared to be the ſame as granted by Deed of the ſame Date.

—— That if the above bound *J. J.* and *S. J.* or either of them, *&c.* ſhall and do well, *&c.* unto the above named *M. J.* and her Aſſigns during her Life, one Annuity or yearly Sum of 50*l.* of, *&c.* in ſuch Proportions and Manner as follows, *viz.* the Sum of 25*l. per Ann.* Part thereof, by the ſaid *J. J.* his Executors or Adminiſtrators; and the like Sum of 25*l. per Ann.* Reſidue thereof, by the ſaid *S. J.* his Executors or Adminiſtrators; the ſaid Annuity or yearly Sum of 50*l.* to be paid to the ſaid *M. J.* or her Aſſigns during her Life, without any Deduction, *&c.* on, *&c.* which ſaid Annuity or yearly Sum of 50*l.* is the ſame Annuity or yearly Sum of 50*l.* given and ſecured to the ſaid *M. J.* in and by a certain Indenture of Aſſignment bearing even Date herewith, and executed immediately before theſe Preſents, and made, *&c.* then the above written Obligation to be void, *&c.*

To pay five Guineas a Year during the joint Lives of two Perſons.

—— That if the above bounden *R. E.* his, *&c.* ſhall well, *&c.* pay or, *&c.* unto the above named *J. S.* or his Aſſigns, the Sum of 5*l.* 5*s.* in Guineas of Gold, yearly and every Year, upon the firſt Day of *January*, for and during ſo long Time as the ſaid *R. E.* and *J. S.* of, *&c.* ſhall both jointly live; then, *&c.*

To pay the Intereſt of a Sum of Money annually to a Perſon during her Life, and the Principal, after her Deceaſe, amongſt her Children.

THE Condition, &c. That if the above bound *A.* his Heirs, *&c.* ſhall and do well and truly pay or cauſe to be paid unto the above named *B.* to and for her own proper Uſe, for and during her natural Life, the growing Intereſt of the Sum of ——*l.* herein after mentioned, at and after the Rate of 5*l. per Cent. per Ann.* of lawful, *&c.* on, *&c.* yearly and every Year, during the natural Life of the ſaid *B.* to be accounted from the —— Day of, *&c.* and alſo if the ſaid *A.* his Heirs, *&c.* ſhall and do within twelve Months after the Deceaſe of the ſaid *B.* well and truly pay or cauſe to be paid unto *A. C.* one of the Daughters of the ſaid *B.* the Sum of —— Part of the ſaid Sum of —— and unto *C.* one other of the Daughters of the ſaid *B.* the Sum of ——*l.* further Part of the ſaid Sum of —— and unto *D.* one other of the Daughters of the ſaid *B.* the remaining ——*l.* of the ſaid Sum of ——*l.* if the ſaid *A. C.* and *D.* the Daughters of the ſaid *B.* ſhall be living at the Deceaſe of their ſaid Mother, and ſhall then be of the Age of 21 Years, or married reſpectively; and in caſe either of them the ſaid *A. C.* and *D.* the Daughters, ſhall happen to die in the Life-time of their ſaid Mother, [*And ſhall leave any Child or Children lawfully begotten her ſurviving, then if the ſaid* A. *his Heirs,* &c. *ſhall and do pay or cauſe to be paid unto ſuch Child or Chidren of her or them ſo dying, her or their Parts and Shares of and in the ſaid Sum of* —— l. *before mentioned, at the Age of* 21, *being a Son or Sons, or the like Age, or Marriage, being a Daughter or Daughters, unto the Executors or Adminiſtrators of her or them ſo dying and leaving ſuch Child or Children ſo ſurviving, her or their Part and Share of and in the ſaid* ——— l. *herein before mentioned, to and for the Uſe of the Child or Children of her or them ſo dying reſpectively; but if ſuch of them ſo dying ſhall not leave any Child or Children her ſurviving*] then if the ſaid *A.* his Heirs, *&c.* ſhall and do truly pay or cauſe to be paid unto the Survivor or Survivors of them the ſaid *A. C.* and *D.* the Daughters of the ſaid *B.* which ſhall be living at the Deceaſe of her the ſaid *B.* the Part and Share of and in the ſaid Sum of —— *l.* of her or them which ſhall ſo die in the Life-time of the Mother; and alſo if the ſaid *A.* his Heirs, *&c.* ſhall pay Intereſt after the Rate of 5*l. per Cent. per Ann.* for the ſaid ———*l.* from the Deceaſe of the ſaid *B.* until the ſaid Sum, and every Part thereof, ſhall be payable and paid as aforeſaid; then, *&c.*

This left out if required.

To pay an Annuity before charged on Lands ſold, with the Conſent of the Annuitant, by Half-yearly Payments.

WHereas Sir *T. W.* of —— Bart. hath purchaſed of the Right Honourable *A. L. V.* the Manor of, *&c.* And whereas the Right Honourable *B. L. V.* at the ſpecial Inſtance and Requeſt of the ſaid *A. L. V.* and for his only Benefit, joined in the Sale thereof, and thereby relinquiſhed the annual Sum of 500*l.* for her Life, with the Payment whereof the

ſaid Manor, of, &c. ſtood charged: **Now the Condition** of this Obligation is ſuch that if the ſaid *A. L. V.* his Heirs, &c. ſhall and do well and truly pay or cauſe to be paid unto the ſaid *B. L. V.* or her Aſſigns during the natural Life of the ſaid *B. L. V.* the annual Sum of 500 *l.* of, &c. in Manner and Form following, (that is to ſay) The Sum of 250 *l.* on the 25th Day of *June*, and the further Sum of 250 *l.* on the 25th Day of *December* then next, and which will be in the Year, &c. and ſo the Sum of 250 *l.* upon every 25th Day of *June* and 25th Day of *December* in every Year, during the natural Life of the ſaid *B. L. V.* then this Obligation to be void and of no Effect: But if Default ſhall happen to be made in any of the Payments in any Year, then to be and remain in full Force and Virtue.

For Payment of an Annuity for Life to a Servant till ſhe married, and after her Marriage to a Truſtee for her ſeparate Uſe.

Whereas the above bounden *A. B.* hath out of her great Goodneſs and Generoſity agreed to ſettle on *C. D.* Spinſter, for her Life, the annual Sum of 30 *l.* as a Recompence for her faithful Service: **Now the Condition** of the above written Obligation is ſuch, That if the ſaid *A. B.* her Heirs, Executors and Adminiſtrators, ſhall and do from henceforth yearly and every Year during the natural Life of the ſaid *C. D.* well and truly pay or cauſe to be paid unto the ſaid *C. D.* the annual Sum of 30 *l.* of, &c. if ſhe ſhall continue ſole and unmarried; or in caſe the ſaid *C. D.* ſhall happen to marry, then and in ſuch Caſe, and after ſuch Marriage of the ſaid *C. D.* as aforeſaid, if the ſaid *A. B.* her Heirs, Executors or Adminiſtrators, ſhall and do yearly and every Year during the Life of the ſaid *C. D.* well and truly pay or cauſe to be paid unto the above named *T. S.* his Executors, Adminiſtrators and Aſſigns, the ſaid annual Sum of 30 *l.* in Truſt for the ſole and ſeparate Uſe and Diſpoſal of the ſaid *C. D.* and wherewithal no Perſon, with whom the ſaid *C. D.* ſhall intermarry, ſhall intermeddle, or have any Power to diſpoſe of, forfeit or incumber the ſame; and the ſaid annual Sum of 30 *l.* to be paid to the ſaid *C. D.* or her Aſſigns until ſhe ſhall happen to marry, and in caſe ſhe ſhall happen to marry as aforeſaid, then to be paid to the ſaid *T. S.* in Truſt for the ſeparate Uſe and Diſpoſal of the ſaid *C. D.* by four equal Quarterly Payments in the Year, that is to ſay, At *Midſummer*, *Michaelmas*, *Chriſtmas* and *Lady-day*; the firſt Payment thereof to be made on ſuch of the ſaid Days of Payment as ſhall firſt and next happen after the Date of theſe Preſents, the ſaid Payments to be made in the Town Hall of *L.* and ſo continue and be made yearly and every Year during the natural Life of the ſaid *C. D.* without any Deduction or Abatement, for or by Reaſon of any Taxes, or other Matter, Cauſe or Thing whatſoever; then the above written Obligation to be void and of no Effect: But if there ſhall happen to be a Failure in Payment of the ſaid annual Sum of 30 *l.* or any Part thereof, on any of the ſaid Days whereon the ſame ought to be paid, as aforeſaid; then and in ſuch Caſe the ſaid Obligation to be and remain in full Force and Virtue.

A Bond to pay an annual Sum, &c. *as a Reward for faithful Service.*

The moſt Noble *S.* Ducheſs Dowager of *M.* to *J. R.* her Servant.

Whereas the above named *J. R.* was one of the *Valets de Chambre* to the late Duke of *M.* and attended his Perſon in his laſt Sickneſs, and the above bounden Ducheſs Dowager, out of the tender Regard ſhe beareth to the Memory of the ſaid Duke her late Huſband, and in Conſideration of ſuch the Service and Attendance of the ſaid *J. R.* on the Perſon of the ſaid late Duke as aforeſaid, hath reſolved to reward the ſaid *J. R.* and to give him, while he ſhall remain in her Service, the annual Sum of 40 *l.* of lawful Money, over and above his ordinary Wages; and if he ſhall depart out of her Service, to give him 50 *l. per Ann.* during the joint Lives of the ſaid Ducheſs Dowager and the ſaid *J. R.* and that her Executors or Adminiſtrators ſhall pay him at her Death (if the ſaid *J. R.* ſhall her ſurvive) 500 *l.* of like lawful Money: **Now the Condition** of this Obligation is ſuch, That if the above bounden *S.* Ducheſs Dowager of *M.* do and ſhall well and truly pay or cauſe to be paid unto the ſaid *J. R.* while he ſhall remain in her Service, the ſaid annual Sum of 40 *l.* of, &c. over and above his ordinary Wages, by equal Quarterly Payments, at the four moſt uſual Feaſts or Days of Payments in every Year; and if he ſhall depart out of her Service, ſhall pay him the Sum of 50 *l. per Ann.* of like lawful Money during the joint Lives of the ſaid Ducheſs Dowager and the ſaid *J. R.* Quarterly, as aforeſaid; and if the Executors or Adminiſtrators of the above bounden Ducheſs Dowager ſhall at her Death, in caſe the ſaid *J. R.* ſhall her ſurvive, pay or cauſe to be paid to him the ſaid *J. R.* or his Aſſigns, the ſaid Sum of 500 *l.* of like lawful Money; then, &c.

The ſame to G. L. *another Servant.*

WHereas the above named *G. L.* was long in the Service of the late Duke of *M.* and attending upon the Perſon of the above bounden Ducheſs Dowager of *M.* and alſo in a very careful Manner attended the Perſon of the ſaid late Duke in his laſt Sickneſs, and the ſaid Ducheſs Dowager out of her tender Regard, *&c.* (*ut ſupra*) and in Conſideration of ſuch the Service, *&c.* (*ut ſupra*) in his laſt Sickneſs as aforeſaid, hath reſolved to reward the ſaid *G. L.* and to give her the annual Sum of 100*l.* of lawful Money, during the joint Lives of the ſaid Ducheſs Dowager and the ſaid *G. L.* and that her Executors or Adminiſtrators ſhall pay her the ſaid *G. L.* at the Death of the ſaid Ducheſs Dowager (if the ſaid *G. L.* ſhall her ſurvive) 1000*l.* of, *&c.* **Now the Condition** of this Obligation is ſuch, That if the above bounden *S.* Ducheſs Dowager of *M.* do and ſhall well and truly pay or cauſe to be paid unto the ſaid *G. L.* the ſaid annual Sum of 100*l.* of, *&c.* during the joint Lives of the ſaid Ducheſs Dowager and the ſaid *G. L.* by equal Quarterly Payments, at the four moſt uſual Feaſts or Days of Payment in every Year; and if the Executors or Adminiſtrators of the above bounden Ducheſs Dowager ſhall at her Death (if the ſaid *G. L.* ſhall her ſurvive) pay or cauſe to be paid to her the ſaid *G. L.* or her Aſſigns, the ſaid Sum of 1000*l.* of like lawful Money; then this Obligation to be void and of no Effect, or elſe to remain in full Force and Virtue.

Sealed and delivered, *&c.* *S. M.*

Bond for Security of an Annuity in Purſuance of an Article, by a third Perſon, for the abſolute Sale of a mortgaged Eſtate, wherein the Annuitant had a Jointure-Eſtate for Life.

Recitals, *viz.* The Articles and Agreements therein touching conveying, *&c.*

WHereas by certain Articles of Agreement indented, duly executed, bearing Date the 4th Day of this Inſtant —— and made between *A.* of, *&c.* (for and on the Behalf, and by the Order, Conſent and Direction of the above named *B.* and *C.* and by ſuch Deſcriptions and Additions as therein mentioned) of the one Part, and the above bound *A. B* of the other Part, (*Reciting* therein (amongſt other Things) a Mortgage in Fee made from *D.* Gent. deceaſed, (eldeſt Son of the ſaid *B.* and eldeſt Brother of the ſaid *C.*) to the ſaid *A. B.* and his Heirs, of *All* that Meſſuage, *&c.* ſituate, *&c.* for ſecuring the Principal Sum of——— and Intereſt in Manner as therein mentioned; and that there was due from the ſaid *D.* at the Time of his Death to the ſaid *A. B.* for Principal and Intereſt ſecured by the ſaid Mortgage, and for Monies paid and diſburſed by him the ſaid *A. B.* on Account, and for the Uſe and Order of the ſaid *D.* the Sum of 445*l.* and further reciting, that the ſaid *B.* was ſeiſed of an Eſtate for Life in the ſaid mortgaged Premiſſes, and that the ſaid *C.* was Heir at Law thereto, and that they the ſaid *B.* and *C.* were willing to convey the ſame to the ſaid *A. B.* to the Intent to make Satisfaction for what was ſo due to him as aforeſaid) *It is witneſſed*, and the ſaid *A.* did thereby agree and covenant, (on the Behalf of the ſaid *B.* and *C.*) that they the ſaid *B.* and *C.* (in Conſideration of an Annuity of 10*l.* to be paid by the ſaid *A. B.* to the ſaid *B.* during her Life, as therein and herein after is mentioned) ſhould before the—— Day of—— then and now next, at the Charge of the ſaid *A. B.* convey and aſſure unto the ſaid *A. B.* and his Heirs the aforeſaid mortgaged Hereditaments and Premiſſes; and he the ſaid *A. B.* did thereby covenant with the ſaid *A.* that he the ſaid *A. B.* ſhould enter into one Bond of the Penalty of 200*l.* to the ſaid *B.* with Condition thereunder written for true Payment of one Annuity of 10*l.* *per Ann.* by four equal Quarterly Payments, unto the ſaid *B.* and her Aſſigns during her natural Life, free and clear of and from all Taxes, Charges and Deductions whatſoever, as by the ſaid in Part recited Articles, *&c.* **And whereas** by Indenture of Leaſe and Releaſe, (both executed immediately before theſe Preſents) the Leaſe bearing Date the Day next before the above Obligation, and the Releaſe being *Tripartite* and bearing even Date herewith, and made between the ſaid *B.* and *C.* of the firſt Part, the ſaid *W.* of the ſecond Part, (Note, *this* W. J. *is Siſter and Executrix of* D.) and the ſaid *A. B.* of the third Part, (after reciting as therein is recited) *In Conſideration* of the ſaid Sum of 445*l.* ſo due to the ſaid *A. B.* as aforeſaid, and for and in Conſideration of this preſent Bond, and other Conſiderations therein mentioned, *They* the ſaid *B.* and *C.* (in Purſuance of the ſaid Articles) and ſhe the ſaid *W.* at their Requeſt, and by their Direction, teſtified as therein mentioned, *Have* abſolutely granted and releaſed *The* herein before mentioned Meſſuage, *&c.* and all and ſingular the above mentioned mortgaged Hereditaments and Premiſſes, with their Appurtenances, unto and to the Uſe of the ſaid *A. B.* and his Heirs; *In Conſideration* whereof the ſaid *A. B.* in Purſuance of his Covenant in the ſaid Articles contained for that Purpoſe, and in Diſcharge thereof, *Doth* give this his Bond for ſecuring Payment of the ſaid Annuity or yearly Sum of 10*l.* to the

The Leaſe and Releaſe.

As to giving preſent Bonds.

ſaid *B.* and her Aſſigns during her Life, in ſuch Manner as herein after is mentioned: **Now the Condition** of the above written Obligation is ſuch, That if the ſaid *A. B.* his Heirs, Executors or Adminiſtrators, ſhall and do well and truly pay or cauſe to be paid unto the ſaid *B.* and her Aſſigns during her Life only, the ſaid Annuity or yearly Sum of 10*l.* of, *&c.* free and clear of and from all and all Manner of Taxes, Charges and Deductions whatſoever; the ſame to be paid yearly at, *&c.* on the four moſt uſual Feaſts or Quarter-Days following, *viz. Lady-day*, *&c.* by four even and equal Proportions; the firſt of which Quarterly Payments to begin and be made at *Lady-day* now next enſuing, *Then* the above written Obligation to be null, void and of no Effect: But if Default ſhall happen to be made in Payment of the ſaid Annuity on any of the ſaid Quarterly Payments by the Space of twenty Days next after any of the ſaid Quarter-Days whereon the ſame ought to be paid, as aforeſaid, (being lawfully demanded); then and in any ſuch Caſe the above written Obligation ſhall be in full Force and Virtue. Condition, *&c.*

To pay a certain Sum at a certain Time according to the Direction of a Will.

——— The Sum of ——— of lawful *Britiſh* Money, on the ——— next enſuing the Date of the above written Obligation, with lawful Intereſt for the ſame, to be by him paid, and applied according to the Direction and Intention of the laſt Will and Teſtament of *A. B.* late of ——— deceaſed; then, *&c.* or elſe, *&c.*

From a Truſtee to pay an Annuity for Life by Quarterly Payments, purſuant to the Directions of a Will.

Whereas *A.* late of, *&c.* deceaſed, by his laſt Will, *&c.* bearing Date, *&c.* (amongſt other Legacies) gave to the above bound *D.* his Son, his, *&c.* the Sum of, *&c.* upon Truſt to pay *B. C.* the yearly Sum of —— *l.* of, *&c.* by Quarterly Payments during her natural Life; the firſt Payment to be made, *&c.* and he did in and by his ſaid Will deſire his ſaid Son *D.* within, *&c.* after his Deceaſe to give to his ſaid Siſter a Bond or Obligation of the Penalty of —— *l.* conditioned for Payment of the ſaid Sum of ——— *l.* yearly to his ſaid Siſter during her natural Life; and in caſe he ſhould ſeal ſuch Bond, then the ſaid *A.* the Teſtator gave to his ſaid Son *D.* the Sum of ——— *l.* to be paid by his Executors, and made his Grandſon *E.* Executor of his ſaid Will, as thereby, Relation, *&c.* **And whereas** the ſaid *A.* ſhortly after departed this Life, and the ſaid *E.* the Executor named in the ſaid Will, refuſed to take upon him the Execution thereof: **And whereas** Adminiſtration, with the Will annexed of the ſaid *A.* is ſince granted to *F.* the Widow and Relict of the ſaid *A.* and ſhe the ſaid *F.* in Purſuance of the ſaid Will of her ſaid late Huſband, on the Day of the Date hereof, paid unto the ſaid *D.* the ſaid Sum of —— *l.* of, *&c.* the Receipt, *&c.* and he the ſaid *D.* hath accepted the ſame, and doth hereby agree, in Conſideration thereof, to pay unto the ſaid *B.* the ſaid Annuity or yearly Sum of —— *l.* from the —— Day of —— next enſuing the Date hereof, for and during her natural Life, by equal Quarterly Payments: **Now therefore the Condition**, &c. that if the ſaid *D.* his Heirs, *&c.* in Performance and according to the true Meaning of the ſaid laſt Will and Teſtament of the ſaid *A.* as aforeſaid, do and ſhall well and truly pay, *&c.* or cauſe to be paid unto the ſaid *B.* and her Aſſigns, from the ſaid ——Day of ——next enſuing the Date hereof, for and during the Term of her natural Life, the ſaid Annuity or yearly Sum of —— *l.* of, *&c.* by equal quarterly Payments in the Year; (that is to ſay) on, *&c.* then, *&c.* but if Default, *&c.* of ſaid Annuity, or any Part thereof, on any of the ſaid ſeveral Days above mentioned, contrary, *&c.* then, *&c.*

By a Truſtee to pay a Legacy on his Receipt thereof, to a Woman if living, and if dead, to be divided amongſt her Children.

Whereas *F. B.* of, *&c.* in and by his laſt Will and Teſtament duly executed, bearing even Date with the above written Obligation, hath (amongſt other Things) given unto the above bounden *E. W.* the further Sum of 300*l.* **And whereas** the true Will, Mind and Intention of the ſaid *F. B.* in giving ſuch further Sum or Legacy of 300*l.* unto the ſaid *E. W.* was on Condition, and upon this ſpecial Truſt in the ſaid *E. W.* repoſed, (which the ſaid *E. W.* doth hereby declare and acknowledge) that in caſe the ſaid *E. W.* his, *&c.* ſhall ever be intitled to the ſaid Legacy or further Sum of 300*l.* and ſhall have and receive the ſame, that then he or they ſhould forthwith, after ſuch his or their Receipt thereof, pay unto the above named *A. W.* in caſe ſhe ſhall be then living, the Sum of 200*l.* of lawful Money (Part of the ſaid 300*l.*)

and

and if it ſhall happen ſhe the ſaid *A.* ſhould be then dead, then and in ſuch Caſe, the ſaid 200*l.* to be paid to all and every the Child or Children of her the ſaid *A.* which ſhould be living at the Time of her Death, in ſuch Manner as herein after is mentioned: **Now the Condition** of the above written Obligation is ſuch, (in caſe the above bound *E.W.* his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, ſhall be intitled to the ſaid Legacy or further Sum of 300*l.* and ſhall have and receive the ſame) that then if he the ſaid *E.W.* his Executors, Adminiſtrators or Aſſigns, or any of them, ſhall and do forthwith after ſuch his or their Receipt of the ſaid Legacy or further Sum of 300*l.* pay, *&c.* unto her the ſaid *A.W.* (in caſe ſhe be then living) the ſaid Sum of 200*l.* (Part of the ſaid 300*l.*) and in caſe of her Death, do and ſhall pay the ſame Sum of 200*l.* unto and amongſt all and every the Child or Children of the Body of her the ſaid *A.* begotten or to be begotten, which ſhall be living at the Time of the Death of her the ſaid *A.* to be equally divided between or amongſt them, Share and Share alike, (if more than one ſuch Child;) then, *&c.*

From a Truſtee to pay Money weekly to a Woman during her Life, whether Covert or Diſcovert, purſuant to a Will.

Whereas the above named *C.* by her laſt Will, *&c.* bequeathed unto the above bound *A.* her Kinſman, his, *&c.* the Sum of, *&c. Upon Truſt* and to the Intent that he and they ſhould thereout weekly, and on the *Monday* in every Week, during the natural Life of her Kinſwoman *E.* Wife of *F.* pay to her the ſaid *E.* the Sum of 4*s.* of, *&c.* for her own particular Uſe and Maintenance, whether ſhe ſhould be Covert or Sole; and notwithſtanding her preſent, or any other Coverture, and without any intermeddling therein by her preſent or any other Huſband; and did thereby order, that the Receipts of the ſaid *E.* ſhould, notwithſtanding her preſent or any other Coverture, be a ſufficient Diſcharge for the ſame, and gave the Reſidue of the ſaid ——— *l.* and Intereſt thereof, after Payment of the ſaid weekly Sum of 4*s.* to the ſaid *E.* and the whole ——— *l.* and Intereſt after her Deceaſe, to the ſaid *A.* his Executors, Adminiſtrators and Aſſigns, and appointed the above named *B.* Executor of her ſaid Will, and is ſince departed this Life: **And whereas** the ſaid *B.* hath duly proved the ſaid Will, and took upon himſelf the Execution thereof: **And whereas** the ſaid *B.* hath, before the Day of the Date hereof, paid to the ſaid *A.* the ſaid Sum of ——— *l.* ſo given and bequeathed to him by the ſaid Will of the ſaid *C.* as aforeſaid, the Receipt whereof the ſaid *A.* doth hereby acknowledge: **And whereas** the ſaid *A.* hath paid to the ſaid *E.* Wife of the ſaid *F.* the ſaid weekly Sum of 4*s.* to the ——— in Purſuance of the ſaid Will of the ſaid *C.* **Now the Condition,** &c. that if the ſaid *A.* his Executors and Adminiſtrators, ſhall and do weekly, and on the *Monday* in every Week ſucceſſively, during the natural Life of the aforeſaid *E.* well and truly pay, or cauſe to be paid, unto her the ſaid *E.* the ſaid Sum of 4*s.* of lawful, *&c.* to and for her own particular Uſe and Maintenance, whether ſhe ſhall be Covert or Sole, and notwithſtanding her preſent, or any other Coverture, according to the true Intent and Meaning of the ſaid Will of the ſaid *A.* deceaſed; then, *&c.*

To pay Money within a Time limited after the Reverſal of a Decree, or elſe to procure the Perſon to whom the Eſtate is conveyed, to ſecure the Money.

The Condition of this Obligation is ſuch, that **Whereas** Sir *L. A.* of ———, Bart. has an Appeal now depending before the Delegates, from a Decree made by the Commiſſioners of the forfeited Eſtates, touching an Eſtate of the ſaid Sir *L. A.* in the County of *N.* **Now** if the ſaid Delegates ſhall reverſe the ſaid Decree on which the ſaid Appeal is grounded, and the ſaid Sir *L. A.*'s Eſtate ſhall be decreed to him; then and in ſuch Caſe, if he the ſaid *L. F.* his Heirs, Executors or Adminiſtrators, ſhall and will within three Months after the ſaid Reverſal, either pay or cauſe to be paid to the ſaid *A. B.* his Executors, *&c.* the Sum of 2000*l.* or otherwiſe procure the Perſons to whom the ſaid Sir *L. A.* has conveyed his Eſtate by Mortgage, or otherwiſe to ſecure the ſaid Sum of 2000*l.* to the ſaid *A. B.* to his good Liking; then, *&c.*

To pay Money with a Conditional Demiſe under it.

(*A.* to *B.*)

The Condition, &c. that if the ſaid *A.* pay ——*l.* with Intereſt at 5*l. per Cent.* on the *&c.* next, then, *&c.* and the ſaid *A.* in Conſideration of the ſaid Sum of ——*l.* paid and lent him by the ſaid *B.* and for ſecuring the Payment thereof with Intereſt as aforeſaid,

ſaid, doth hereby grant, ſell and demiſe unto the ſaid *B.* his Executors, Adminiſtrators and Aſſigns, all that, *&c.* and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits thereof, to hold all the ſaid Premiſſes unto the ſaid *B.* his Executors, Adminiſtrators and Aſſigns, from the Date hereof for the Term of 99 Years, and fully to be compleat and ended, without Impeachment of Waſte, at the yearly Rent of one Pepper-Corn, if demanded; provided and upon Condition, that if the ſaid *A.* his Heirs, *&c.* pay the Sum of ——— *l.* as aforeſaid; then the Sale and Demiſe of the ſaid Premiſſes made as aforeſaid, to be void and of none Effect.

To pay Money at the Day of Marriage, or Day of Death.

——— (*As in the firſt Condition to*) the Sum of ——— of lawful *Britiſh Money*, within ſix Months next after the Solemnization of the Marriage of the ſaid *A. B.* or the Time of the Death of him the ſaid *A. B.* which of them ſhall firſt happen after the Date of the above written Obligation, without Fraud or Covin; then, *&c.* ——— or elſe, *&c.* ———

To pay Money at a certain Time, and in the mean Time to pay at the Rate of, &c. *Intereſt for the firſt Year, and at the Rate of,* &c. *for every Year afterwards, by half-yearly Payments till the Principal becomes due.*

The Condition, &c. that if the above bound *D.* and *E.* or either of them, their, either or any of their Heirs, *&c.* do and ſhall well and truly pay, or cauſe, *&c.* unto the above named *A.* his Executors, *&c.* the Sum of, *&c.* on, *&c.* and ſhall and do in the mean Time, and until the ſaid ——— *l.* ſhall become payable as aforeſaid, well and truly pay, or cauſe, *&c.* unto the ſaid *A.* his Executors or Aſſigns, the Intereſt of the Sum of ——— *l.* at and after the Rate of, *&c.* for one Year from the Date of the above written Obligation, to be accounted, and at and after the Rate of, *&c.* from and after the End of the ſaid firſt Year, while and until the ſaid ——— *l.* ſhall become payable as aforeſaid, by equal Payments at the End of every ſix Months, *viz.* on, *&c.* and on, *&c.* yearly, and in every Year ſucceſſively; the firſt Payment of the ſaid Intereſt to be made on, *&c.* then this Obligation, *&c.* but if Default ſhall happen to be made in Payment of the ſaid Sum of ——— *l.* and the Intereſt thereof, or any Part of the ſaid Principal Sum, or the Intereſt thereof, on the ſaid ſeveral Days and Times before limited for Payment thereof, and as the ſame ſhall grow due and ought to be paid as aforeſaid; then it ſhall ſtand in full Force and Virtue.

From a Widow to pay the Truſtees of her Daughter Money, put out purſuant to a Decree in Chancery.

The Condition, &c. that if the above bound *A.* his, *&c.* ſhall and do well and truly pay, or, *&c.* unto the above named *B.* and *C.* their, *&c.* the Sum of, *&c.* on, *&c.* *In Truſt neverthelefs*, and for the Uſe of *D. A.* a Minor, Daughter of *E. A.* late of, *&c.* deceaſed, and of her the ſaid *A.* (which ſaid 25 *l.* was received by the ſaid *B.* and *C.* for a full Dividend out of the Eſtate of *F.* one of the Executors of the ſaid *F. A.* deceaſed, by virtue of a Statute of Bankruptcy awarded againſt him for 200 *l.* in his Hands, belonging to the Eſtate of the ſaid *F. A.* and which ſaid 25 *l.* is alſo Part of the Money given by the Will of the ſaid *F. A.* to his ſaid Daughter; the growing Intereſt whereof is thereby appointed to the ſaid *A.* for the Maintenance of the ſaid *D.* her Daughter, and which ſaid Sum is alſo by Order of the Court of Chancery to be placed out at Intereſt by the ſaid *B.* and *C.* for the ſaid *D. A.*); then, *&c.*

From the Aſſignor of a Bond for Payment of Money, to pay the Aſſignee the Money if the Obligor in the ſaid Bond does not.

Whereas *A.* of, *&c.* by Obligation under his Hand, *&c.* ſtands bound unto the above bound *B.* in the Sum or Penalty of, *&c.* conditioned to be void on Payment of, *&c.* unto the ſaid *B.* his, *&c.* on, *&c.* **And whereas** the ſaid *B.* by Writing under his Hand and Seal, bearing Date with theſe Preſents, in Conſideration of, *&c.* hath aſſigned the ſaid Bond and Money therein mentioned, and thereon to grow due, and all his Right, *&c.* unto the ſaid *C.* his, *&c.* to his and their own Uſe and Uſes, and hath thereby impowered him and them to receive the ſame accordingly, as by the ſaid recited Bond and Writing or Aſſignment, Relation,

&c. **And whereas** before and at the Time of executing the ſaid recited Writing, it was agreed between the ſaid Parties, that the ſaid *B.* was to pay to make good, and accordingly he agrees to pay and make good, the ſaid Sum of —— *l.* mentioned in, and to grow due according to the Condition of the ſaid recited Obligation, with all further Intereſt and Charges for the ſame, in caſe the ſaid Sum ſhall not be duly paid by the ſaid *A.* his, *&c.* at the Time when the ſame ſhall become due and ought to be paid as aforeſaid, notwithſtanding the ſaid Aſſignment thereof as aforeſaid: **Now therefore the Condition**, &c. that if the ſaid *B.* his Heirs, *&c.* ſhall and do accordingly pay, or cauſe to be paid unto the ſaid *C.* his, *&c.* the ſaid Sum of —— *l.* and all further Intereſt and Charges thereof, in caſe the ſame be not duly paid by the ſaid *A.* his Heirs, *&c.* on, *&c.* according to and in Diſcharge of the Condition of the ſaid recited Obligation, he the ſaid *C.* his, *&c.* upon ſuch Payment thereof, Re-aſſigning and Delivering back the ſaid Obligation from the ſaid *A.* to the ſaid *B.* ſafe and uncancelled, to be by him and them had and received to his and their own Uſe, for and notwithſtanding any wilful Act by him or them to be done to the contrary; then, *&c.*

From a Daughter to pay the Principal Money (Intereſt being paid) in a Bond from her deceaſed Mother and another Obligor, in caſe the ſaid Obligor does not pay the ſame.

Whereas, &c. (*Recite a common Bond to pay Money from* A. *and* B. *to* C. *then after (may appear) ſay*) which ſaid Principal Sum of ——— *l.* remains unpaid, and is ſtill due and owing to the ſaid *C.* but the Intereſt for the ſame is paid to the Date hereof: **And whereas** the ſaid *A.* is ſince deceaſed, and the above bound *D.* her Daughter, hath agreed to pay the ſaid —— *l.* with Intereſt for the ſame, on, *&c.* if the ſaid Sum be not paid in the mean Time by the ſaid *B.* his, *&c.* **Now therefore the Condition**, &c. that if the ſaid *D.* her Heirs, *&c.* do and ſhall pay, or cauſe, *&c.* unto the ſaid *C.* his Executors, *&c.* the ſaid Sum of —— with lawful Intereſt for the ſame, on, *&c.* if the ſame be not then, or in the mean Time, paid and ſatisfied by the ſaid *B.* his Heirs, *&c.* then, *&c.*

To pay (or make good) Money lent upon an Aſſignment of a Bond of Bottomry, and a Bill of Sale, in caſe the Money is not paid by the Obligor and Bargainor in the ſaid Bond and Bill of Sale.

Whereas, &c. (*Recital of a common Bond of Bottomry, and of a Bill of Sale of Part of a Ship from the ſame Perſon, as in the Bond as far as the* Habendum;) to hold unto the ſaid *B.* his, *&c.* to his and their own Uſe and Uſes, and as his and their own proper Goods and Chattels for ever; which ſaid recited Bill of Sale, in and by a certain Writing or Defeaſance under the Hand and Seal of the ſaid *B.* is declared to be made only for Security of the ſaid Monies to grow due upon the ſaid recited Obligation as aforeſaid, as by the ſaid recited Obligation, Bill of Sale and Defeaſance, Relation being thereunto reſpectively had, *&c.* **And whereas** the ſaid *B.* by a certain Writing or Aſſignment, bearing even Date herewith, for the Conſideration, *&c.* hath granted, *&c.* unto the ſaid *C.* the ſaid recited Obligation and Monies thereupon to grow due and payable, and the ſaid recited Bill of Sale, and —— Part of the ſaid Ship, with her Appurtenances; to have, hold and receive the ſame, unto and by the ſaid *C.* his, *&c.* to his and their own Uſe and Uſes, as by the ſaid recited Writing or Aſſignment, Relation, *&c.* **Now the Condition**, &c. that if the ſaid *B.* his, *&c.* do and ſhall well and truly pay, or cauſe, *&c.* unto the ſaid *C.* his, *&c.* all ſuch Money as ſhall grow and become due and payable, according to the Condition of the ſaid recited Obligation, in caſe the ſame be not duly paid at the Time, and in Manner as therein is mentioned, or by and out of the ſaid —— Part of the ſaid Ship, with her Appurtenances, according to the Intent and true meaning of the ſaid recited Bond and Bill of Sale; then, *&c.*

To pay Money with Intereſt owing on Account.

Whereas the above bound *A.* on the Day of the Date above written, oweth and is juſtly indebted to the above named *B.* in the Sum of, *&c.* for Goods and Merchandiſes at ſeveral Times, before the Day of the Date hereof, ſold by the ſaid *B.* to the ſaid *A.* and by him or his Order ſhipped for —— which is hereby acknowledged by the ſaid *A.* and as by an Account thereof, on the Day of the Date hereof ſtated and ſettled between him and the ſaid *B.* and ſigned and allowed of by the ſaid *A.* may appear: **Now**, &c. that if the above bound *A.* his, *&c.* do and ſhall well and truly pay, or cauſe, *&c.* unto the ſaid *B.* his Executors,

cutors, &c. in *L.* the ſaid Sum of, &c. with Intereſt for the ſame, after the Rate of, &c. on, &c. **Then** this Obligation, together with two other Obligations of the Date above written, and in the like Sum or Penalty as above mentioned, with Conditions reſpectively of the ſame Term with theſe Preſents, and for the ſame Debt, to be void, or elſe to remain in full Force and Virtue.

To pay a Sum of Money lent on executing a Leaſe, and another Sum for Cattle delivered, or to leave ſo much Stock of Cattle upon Land, ſufficient to ſatisfy Money lent and Cattle delivered, at the Expiration of the Leaſe.

Whereas the above named *B.* hath by Indentures of Leaſe, bearing the Date above written, let unto the above bound *A.* a Meſſuage or Farm, &c. for, &c. **And whereas** the ſaid *B.* hath at or before Sealing and Delivery of theſe Preſents, according to an Agreement in that Behalf between the ſaid Parties paid and lent unto the ſaid *A.* the Sum of, &c. and hath further delivered unto the ſaid *A.* Cattle or Beaſts to his Content, for the ſtocking of the ſaid Farm to the Value of, &c. more of like Money, the Receipt of which ſaid Money and Stock of Beaſts or Cattle, the ſaid *A.* doth hereby acknowledge: **Now the Condition,** &c. that if the ſaid *A.* his Heirs, &c. ſhall and do at the End and Expiration, or ſome ſooner Determination of the ſaid Term of —— Years mentioned in the ſaid recited Leaſe, which ſhall firſt happen, well and truly pay, or cauſe to be paid unto the ſaid *B.* his, &c. the Sum of, &c. or ſhall and do then leave and deliver unto or for the ſaid *B.* his, &c. in or upon the ſaid Premiſſes, ſuch and ſo many Beaſts or Cattle, which, according to the Judgment or Appraiſement of two indifferent Perſons for that Purpoſe to be choſen by the ſaid Parties, ſhall amount unto the ſaid Sum of —— *l.* then, &c.

To repay the Conſideration Money in an Aſſignment of a Stall or Standing in a Market, if the Aſſignee be moleſted or turned out thereof.

Whereas the above bound *A.* hath, for the Conſideration of —— *l.* paid him by the above named *B.* aſſigned over unto him the ſaid *B.* a Stall or Standing in —— Market in *L.* **Now the Condition,** &c. that if the ſaid *B.* ſhall duly pay his Rent, and ſhall notwithſtanding at any Time or Times hereafter, be moleſted or diſturbed by the Farmers of the ſaid Market, in the Poſſeſſion of the ſaid Stall or Standing, or put out of the ſame; then if the ſaid *A.* his Executors, &c. do and ſhall immediately, upon Notice thereof given unto him by the ſaid *B.* his Executors, &c. well and truly repay unto him the ſaid *B.* his Executors, &c. the ſaid Sum of ——— *l.* paid him for the ſaid Stall as aforeſaid, he the ſaid *B.* at the ſame Time re-aſſigning over unto the ſaid *A.* the ſaid Stall or Standing, and all his Right and Title thereunto; then, &c.

To pay Rent for a Shop let for a Year certain (and ——— Warning to be given) and to indemnify the Landlord from a former Tenant, and to deliver up Things at the End of the Term.

Whereas the above named *B.* did formerly let at Will unto *C.* a Shop, ſituated, &c. which ſaid *C.* hath left the ſaid Shop, and the above bound *A.* hath deſired and agreed to take the ſaid Shop at the yearly Rent of ——— *l.* for one Year certain from —— and for ſo long Time afterwards as both the ſaid Parties ſhall agree, and until after the End of ——— Months Notice given by either of them upon any of the Quarter-Days hereunder mentioned, for leaving the ſaid Premiſſes, which the ſaid Parties do for that Purpoſe agree to give to each other accordingly; and after the End of ſuch ſix Months Notice ſo given, the ſaid *A.* doth agree to quit and give up the actual Poſſeſſion thereof, with the Appurtenances, unto the ſaid *B.* **Now the Condition,** &c. that if the ſaid *A.* his, &c. do and ſhall truly pay, or cauſe, &c. unto the ſaid *B.* his, &c. for the ſaid Shop and Premiſſes, the ſaid yearly Rent of —— *l.* on the four uſual Quarter-Days in the Year, *viz.* the, &c. in every Year, by equal Portions; the firſt Payment thereof to begin and to be made on, &c. for and during the ſaid one Year, and for ſo long Time afterwards, as the ſaid *A.* his Executors, Adminiſtrators, Undertenants and Aſſigns, ſhall enjoy the ſaid Premiſſes, without any Let, Denial or Interruption, of or by the ſaid *B.* his, &c. and until the End of ſuch —— Months Notice ſhall be given by either of the ſaid Parties, unto the other of them, for leaving the ſame; and alſo if the ſaid *A.* ſhall give ſuch Notice as aforeſaid, for leaving the ſaid Premiſſes; and if the ſaid *A.* and all other

Occupiers of the ſaid Premiſſes, do and ſhall, after —— Months Notice in that Behalf given to the ſaid *A.* his, *&c.* or at the Premiſſes aforeſaid, deliver up the actual Poſſeſſion of the ſaid Premiſſes, with the Doors, Window-Shutters, and all other Appurtenances thereunto belonging, in good tenantable Repair, unto the ſaid *B.* his, *&c.* and ſhall and do at all Times indemnify the ſaid *B.* his, *&c.* from all Actions, Suits, Charges and Damages, by or from the ſaid *C.* for or by Reaſon of the ſaid Premiſſes; then, *&c.*

From a Leſſee and his Friend (as Surety) to pay Rent according to the Leaſe.

Whereas the above named *M. P.* by her Indenture of Leaſe, bearing even Date with and executed before the above written Obligation, for the Conſideration in the ſaid Leaſe mentioned, *Hath* demiſed unto the above bound *G. T.* a Meſſuage or Tenement, with its Appurtenances, ſituate, *&c.* **To hold,** &c. for the Term of ſeven Years from thence next enſuing, determinable nevertheleſs at the End of the firſt three Years of the ſaid Term, if he the ſaid *G. T.* his Executors, Adminiſtrators or Aſſigns, ſhall give ſix Months Notice thereof, in Manner as therein mentioned, at and under the yearly Rent of 40*l.* payable quarterly, in Manner as therein expreſſed, as by the ſaid Leaſe may more fully appear: **Now the Condition,** &c. that if the above bound *G. T.* and *C. M.* or either of them, their or either of their Heirs, Executors or Adminiſtrators, ſhall and do, during the Continuance of the ſaid recited Leaſe, well and truly pay, or cauſe to be paid, the ſaid yearly Rent of 40*l.* of, *&c.* unto her the ſaid *M. P.* her Executors, Adminiſtrators or Aſſigns, on the four ſeveral Quarter-Days following, *viz.* on, *&c.* by four even and equal Portions, or within 14 Days next after every of the ſaid Quarter-Days, according to the true Intent and Meaning of the ſaid recited Leaſe; *Subject nevertheleſs to ſuch Determination thereof in Manner as aforeſaid*; then the above written Obligation ſhall be void and of no Effect; but if Default ſhall be made of or in any of the ſaid quarterly Payments, then the ſame ſhall remain in full Force and Virtue.

To pay back Purchaſe-Money for Lands conveyed, if the Bargainor's Wife ſhall die before a Fine be perfected.

Whereas the above bound *A. B.* and *C.* his Wife, have by Indentures of Leaſe and Releaſe, bearing Date, *&c.* in Conſideration, *&c.* conveyed unto the ſaid *D.* and *E.* and the Heirs of the ſaid *D.* for ever, a Meſſuage, *&c.* ſituate, *&c.* as the ſaid Premiſſes are therein particularly deſcribed; in which ſaid recited Indenture is contained a Covenant from the ſaid *A. B.* and *C.* his Wife, for levying a Fine *ſur Conuſance de droit, &c.* of the ſaid Premiſſes, according to the uſual Courſe of Fines, with Proclamations before the End of —— Term next enſuing, *&c.* as thereby, Relation, *&c.* **And whereas** the ſaid *D.* hath before Sealing hereof paid the ſaid *A. B.* and *C.* his Wife, the ſaid ——*l.* the Purchaſe Money for the ſaid Premiſſes, but the ſaid Fine is not yet perfected: **Now the Condition,** &c. that in caſe the ſaid *C.* Wife of the ſaid *A. B.* ſhall happen to depart this Life before the End of —— Term next enſuing, *&c.* and the ſaid Fine ſhall not before ſuch her Deceaſe be perfected in due Form of Law, ſo as thereby to aſſure the ſaid Premiſſes ſo conveyed to the ſaid *D.* and *E.* and the Heirs of the ſaid *D.* according to the true Meaning of the ſaid recited Indentures; then if the ſaid *A. B.* his Heirs, *&c.* ſhall well and truly pay, or cauſe to be paid back unto the ſaid *D.* his Executors, *&c.* the ſaid Sum of ——*l.* which is ſo by him paid as the Purchaſe Money of the ſaid Premiſſes, with lawful Intereſt for the ſame, the ſaid *D.* and *E.* their Heirs or Aſſigns, at the ſame Time re-delivering the ſaid recited Indentures to be cancelled, or re-conveying the ſaid Premiſſes at the Charge of the ſaid *A. B.* his Heirs or Aſſigns, as ſhall be reaſonably deſired; then, *&c.*

That if Money paid, and mentioned to be allowed in Part of Purchaſe Money, or any Item thereof, ſhall be deemed unreaſonable, Part being paid, and Part detained in the Hands of the Purchaſor, the Money detained ſhall be applied in Satisfaction, and if not ſufficient, the Deficiency ſhall be ſupplied out of the Money paid, which the Obligor is to repay.

B. F. to *H. S.*

Whereas by certain Articles of Agreement, bearing Date the 23d Day of, *&c.* made, *&c.* **Between** *N. M.* of the Examiners Office, *London*, Gent. of the one Part, and the above bound *B. F.* of the other Part, for and in Conſideration of the Sum of 1090*l.* agreed

agreed to be paid, in Manner therein mentioned, by the ſaid *B. F.* to the ſaid *N. M.* the ſaid *N. M. Did* covenant with the ſaid *B. F.* that he the ſaid *N. M.* ſhould aſſign over his Leaſe of the Parſonage and Tithes of *T.* in the ſaid County of *W.* for the Reſidue of a certain Term of 21 Years to him thereof granted by the Dean and Canons of *W.* by an Indenture, dated, *&c.* unto the ſaid *B. F.* **And whereas** by other Articles of Agreement, bearing Date the ninth Day of *May*, *&c.* made, *&c.* between the above named *H. S.* of the one Part, and the ſaid *B. F.* of the other Part, *It was thereby agreed*, and the ſaid *B. F.* did thereby for himſelf, *&c.* covenant with the ſaid *H. S.* (among other Things) that he the ſaid *B. F.* ſhould within one Month then next enſuing, aſſign over unto the ſaid *H. S.* the ſaid *N. M.*'s ſaid Articles, and all the Benefit and Advantage thereof, and thereby accrewing, together with the Notes and Acquittances given by the ſaid *N. M.* for the Sum of 165*l.* 9*s.* paid by the ſaid *B.* to or for the ſaid *N.* and mentioned to be allowed in Part of the Purchaſe Money for the ſaid Parſonage, to and for his the ſaid *H. S.*'s own proper Uſe and Benefit; and the ſaid *H. S.* did thereby covenant with the ſaid *B. F.* (among other Things) that he the ſaid *H. S.* for and in Conſideration of the ſaid Premiſſes, ſhould well and truly pay, *&c.* unto the ſaid *B. F.* his, *&c.* the Sum of 165*l.* 9*s.* of, *&c.* upon, *&c.* (which ſaid 165*l.* 9*s.* the ſaid *B. F.* advanced and paid to the ſaid *N.* or otherwiſe was to be allowed by him in Part of the Purchaſe Money for the ſaid Parſonage;) *And it is thereby further mutually agreed* by and between the ſaid Parties, that if Mr. *P. W.* and Mr. *R. J.* or the ſaid *R. J.*'s Counſel do adjudge that any Part or Parts of the ſaid 165*l.* 9*s.* paid by the ſaid *B. F.* to the ſaid *N. M.* or to be allowed in Part of the ſaid Purchaſe Money for the ſaid Parſonage, ſhould be unreaſonable to be allowed as Part of the ſaid Purchaſe Money, or if the High Court of Chancery, on any Decree there to be obtained at the ſaid *H. S.*'s Coſts, ſhould adjudge any Part or Parts, or Item or Items of the ſaid 165*l.* 9*s.* as Money not paid or to be allowed in Part of the ſaid Purchaſe; that then every ſuch Part or Parts, or Item or Items thereof, ſhould forthwith on Demand (after ſuch Decree ſettled or Judgment given by the Counſel aforeſaid) be paid back by the ſaid *B. F.* his Executors, Adminiſtrators or Aſſigns, unto the ſaid *H. S.* his Executors, Adminiſtrators or Aſſigns, as by the ſaid ſeveral and reſpective Articles of Agreement, Relation, *&c.* **And whereas** the ſaid *H. S.* in Purſuance and Part of Performance of the ſaid laſt in Part recited Articles of Agreement, hath, at or before the Sealing and Delivery of theſe Preſents, actually paid unto the ſaid *B. F.* or his Order, the Sum of 150*l.* in Part of the ſaid Sum of 165*l.* 9*s.* and the Sum of 15*l.* 9*s.* Reſidue of the ſaid Sum of 165*l.* 9*s.* is by expreſs Agreement to remain in the Hands of the ſaid *H. S.* until a good and clear Title to the ſaid Parſonage, Tithes and Premiſſes ſhall be made out and legally aſſigned and conveyed by the ſaid *N. M.* and *S.* his Wife, unto the ſaid *H. S.* his Executors, Adminiſtrators and Aſſigns, for the Reſidue of the ſaid Term of 21 Years: **And whereas** it has been agreed by and between the ſaid *B. F.* and *H. S.* that if any Part or Parts, Item or Items of the ſaid 165*l.* 9*s.* ſhall be decreed by the ſaid Court of Chancery, or adjudged by the ſaid Mr. *W.* and Mr. *J.* or his the ſaid Mr. *J.*'s Counſel, to be unreaſonable to be allowed as Part of the ſaid Purchaſe Money of 1090*l.* that then it ſhall be lawful to and for the ſaid *H. S.* his, *&c.* to deduct and apply the ſaid Sum of 15*l.* 9*s.* or ſo much thereof as ſhall be ſufficient, for and towards Satisfaction of ſo much, and ſuch Part or Parts of the ſaid 165*l.* 9*s.* as ſhall be ſo decreed or adjudged as aforeſaid to be unreaſonable, and not to be allowed as Part of the ſaid Purchaſe Money of 1090*l.* and that in caſe the ſaid 15*l.* 9*s.* ſhall not be ſufficient for that Purpoſe; that then ſuch Deficiency ſhall be made good and repaid by the ſaid *B. F.* out of the ſaid Sum of 150*l.* ſo to him paid as aforeſaid: **Now the Condition** of this Obligation is ſuch, that in caſe any Part or Parts of the ſaid Sum of 165*l.* 9*s.* ſhall be decreed or adjudged to be unreaſonable, and not allowed as Part of the ſaid Purchaſe Money; and that the ſaid 15*l.* 9*s.* now in the Hands of the ſaid *H. S.* ſhall not be ſufficient to make good ſuch Payments, or Monies ſo diſallowed as aforeſaid, to the ſaid *H. S.* his Executors or Adminiſtrators, that then if the ſaid *B. F.* his Heirs, Executors or Adminiſtrators, ſhall refund and re-pay unto the ſaid *H. S.* his Executors or Adminiſtrators, out of the ſaid Sum of 150*l.* ſo paid to him or his Order as aforeſaid, ſo much Money as the ſaid 15*l.* 9*s.* ſhall fall ſhort of anſwering and making good ſuch Part or Parts, Item or Items of the ſaid 165*l.* 9*s.* as ſhall be decreed by the ſaid Court of Chancery, or adjudged by the ſaid Mr. *W.* and Mr. *J.* or his the ſaid Mr. *J.*'s Counſel, too unreaſonable to be allowed as Part of the ſaid Purchaſe of 1090*l.* that then, *&c.*

From J. D. *to* E. G. *two Purchaſors, to permit* E. G. *to receive the Rents of* J. D.'s *Moiety, and to keep the Original Leaſe, as a Security for* J. D.'s *Moiety of the Purchaſe Money and Charges which* E. G. *paid for him, till the ſame is by ſuch Receipts of Rents diſcharged, or till the ſaid* J. D. *has otherwiſe paid the ſame.*

Previous Agreement that *E. G.* ſhould pay the whole Conſideration Money, and *J. D.* to be liable to repay one half thereof, and of Charges to him out of the Rents of his Moiety, *&c.*

WHereas, &c. (*Recital of an Aſſignment to* J. D. *and* E. G. *of a Meſſuage*, &c. *in Conſideration of* 52*l.* 10*s.*) *Subject nevertheleſs* to the Payment of a certain yearly Rent of 17*l.* and to the Covenants, Proviſo and Agreements in the ſaid recited Original Indenture of Leaſe therein recited: *And ſo ſubject*, then as to one Moiety of all and ſingular the thereby aſſigned Premiſſes, (the ſame in two equal Parts being divided) to and for the only Uſe and Benefit of the ſaid *J. D.* his Executors, Adminiſtrators and Aſſigns, for the then Reſidue of the ſaid Term of 21 Years; and as to the other Moiety of the ſame Premiſſes, to the Uſe of the ſaid *E. G.* his, *&c.* for, *&c.* **And whereas** it was agreed before the Executing of the ſaid Indenture of Aſſignment, that he the ſaid *E. G.* ſhould depoſit and pay the ſaid whole 52*l.* and 10*s.* the Conſideration thereof; and that the 26*l.* 5*s.* the ſaid *J. D.*'s Moiety thereof, ſhould be by him repaid to the ſaid *E. G.* together with one Moiety of all Charges touching the Purchaſe of the ſaid Premiſſes, out of the Rents and Profits of him the ſaid *J. D.*'s Moiety, of and in the ſaid Premiſſes, or otherwiſe, in ſuch Manner as after mentioned; and that until the ſame 26*l.* 5*s.* and his one Moiety of the ſaid Charges paid to the ſaid *E. G.* the ſaid Original Indenture of Leaſe, and the ſaid recited Indenture of Aſſignment thereof, ſhould remain as a Security in the Hands of the ſaid *E. G.* **And whereas** the Charge touching the Purchaſe of the Premiſſes, amounts to the Sum of 6*l.* and 10*s.* and there is now due to the ſaid *E. G.* from the ſaid *J. D.* the ſaid Sum of 26*l.* 5*s.* beſides his Moiety of the Charges in Purchaſing thereof, amounting in both to the Sum of 29*l.* only, and no more: **Now the Condition** of the above written Obligation is ſuch, that if the ſaid *J. D.* his Executors, Adminiſtrators or Aſſigns, ſhall permit and ſuffer him the ſaid *E. G.* his Executors, Adminiſtrators or Aſſigns, to take and receive out of the firſt Rents, Iſſues and Profits of his the ſaid *J. D.*'s Moiety, of and in the before mentioned to be aſſigned Premiſſes, when and as the ſame ſhall become due, the ſaid Sum of 29*l.* without Intereſt; or if the ſaid *J. D.* his Executors, Adminiſtrators or Aſſigns, ſhall (before the ſame Sum paid) pay the ſame Sum, or ſo much thereof as ſhall then remain unpaid, unto the ſaid *E. G.* Executors, Adminiſtrators or Aſſigns; then, *&c.*

To pay Part of Purchaſe Money retained in the Purchaſor's Hand, and Intereſt, till the Purchaſe is compleated, or the ſame to be put out at Intereſt upon Truſt.

WHereas by an Act of Parliament made in the ſecond Year of the Reign of her late Majeſty Queen *Anne*, Intitled an Act for veſting Lands in *E.* deviſed by Sir *R. K.* deceaſed, to the Children and Granchildren of *E. O.* one of his Siſters and Coheirs, in Truſtees, to be ſold for the Benefit of the Deviſees, the ſeveral Eſtates, Intereſts and Shares of *M. B. E. W.* and *F. T.* therein named, are veſted and ſettled in Sir *J. M.* Knt. and *T. B.* Eſq; therein named, their Heirs and Aſſigns; *Upon Truſt* to convey the ſame to the above named *J. G.* his Heirs and Aſſigns, as Counſel ſhould adviſe, on Payment of 225*l.* and Intereſt, to the ſaid Sir *J. M.* and *T. B.* and the Survivor of them, and his Heirs, as in the ſaid Act is directed for that Purpoſe: **And whereas** the ſaid *J. G.* hath for 3321*l.* 10*s.* abſolutely conveyed the ſaid Eſtate to the above bound *J. F.* and his Heirs, by Indentures bearing even Date herewith, and hath agreed to pay the ſaid 225*l.* and Intereſt, and procure a Conveyance of the ſaid Eſtate, Intereſt and Shares of the ſaid *M. B. E. W.* and *F. T.* of and in the ſaid Eſtate to be made to the ſaid *J. F.* and his Heirs, as his or their Counſel ſhall adviſe; and by Reaſon of ſome Controverſy between the ſaid *M. B. E. W.* and *F. T.* touching the Diviſion of the ſaid 225*l.* now depending in the Court of Chancery, the ſame cannot at preſent be conveyed according to the ſaid Agreement; and by Agreement between the ſaid *J. G.* and *J. F.* the ſaid *J. F.* is to retain 400*l.* Part of the ſaid Purchaſe Money in his Hands, and pay Intereſt for the ſame at 5*l. per Cent. per Ann.* till the ſaid Eſtates, Shares and Intereſts, ſhall be conveyed to the ſaid *J. F.* his Heirs and Aſſigns, and that if the ſame be not concluded within ſix Months, and the ſaid *J. F.* ſhall be minded then to pay the ſaid 400*l.* and Intereſt, that then the ſaid 400*l.* ſhall be placed out at Intereſt on the Truſts aforeſaid, upon ſuch Security as the ſaid *J. G.* and *J. F.* ſhall agree: **Now the Condition** of this Obligation is ſuch, that if the ſaid *J. F.* his Heirs, Executors or Adminiſtrators, do and ſhall well and truly pay, or cauſe to be paid the ſaid 400*l.* and Intereſt, according to the true Intent and Meaning of

the ſaid Agreement; then this Obligation ſhall be void, or elſe abide and remain in full Force and Virtue.

To pay Money, or re-deliver Lottery-Tickets borrowed.

THE Condition, &c. that if the above bound *A.* his Heirs, *&c.* do and ſhall well and truly pay, or cauſe, *&c.* unto the above named *B.* his Heirs, *&c.* the Sum of, *&c.* on, *&c.* or otherwiſe, if the ſaid *A.* his Heirs, *&c.* ſhall and do, on or before the ſaid, *&c.* re-deliver or cauſe to be delivered unto the ſaid *B.* his Executors, *&c.* the ſeveral Malt-Tickets lent and delivered him by the ſaid *B.* at Sealing hereof, the Numbers whereof are indorſed on theſe Preſents; or ſhall and do deliver unto him or them, and to his and their own Uſe and Uſes, other unbenefitted Malt Lottery-Tickets, all of them to be within the 100th Lot or Payment of the ſaid Tickets; and alſo two benefitted Tickets of 10 *l.* each Benefit, with all the Intereſt then remaining due on the ſaid Tickets, from, *&c.* to, *&c.* and ſhall and do then alſo allow, pay and make good unto the ſaid *B.* all the Intereſt which ſhall be then received on the ſaid Tickets, or any of them when ſo delivered, from and ſince the ſaid —— Day of, *&c.* to the ſaid —— Day of, *&c.* and alſo if the ſaid *A.* his Heirs, *&c.* ſhall and do at all Times ſufficiently warrant all the ſaid Tickets *(which ſhall be delivered him in lieu of the ſaid Tickets lent as aforeſaid)* unto, and that the ſame ſhall be had, received and enjoyed by the ſaid *B.* his, *&c.* from and againſt all Perſons whatſoever, and without any Claim or Demand, Charges or Incumbrances by the ſaid *A.* or any Perſon or Perſons whatſoever; and ſhall likewiſe warrant and defend the ſaid other Tickets lent and delivered him the ſaid *B.* in caſe the ſame be ſo re-delivered, from and againſt all Incumbrances by him the ſaid *A.* done or committed; then, *&c.*

From the Churchwardens of a Pariſh to pay a Sum of Money with Intereſt, borrowed by Order of the Veſtry.

WHereas at a Veſtry holden in the Pariſh of St. —— above mentioned on the —— Day of —— it is amongſt other Things, ordered by the ſaid Veſtry, that a Sum not exceeding 50 *l.* be borrowed by the Churchwardens for the Uſe of the ſaid Pariſh, as by the ſaid Order of the ſaid Veſtry, Relation, *&c.* And whereas the above bound *A.* and *B.* have on, *&c.* borrowed, had and received of the above named *C.* the Sum of —— of, *&c.* for the Uſe of the ſaid Pariſh, in Purſuance of the ſaid Order of the ſaid Veſtry holden for the ſaid Pariſh, the Receipt, *&c.* Now the Condition, &c. is ſuch, that if the ſaid *A.* and *B.* or their Succeſſors, Churchwardens of the ſaid Pariſh, or their Aſſigns, ſhall and do well and truly pay, or cauſe to be paid unto the ſaid *C.* his Executors, *&c.* the ſaid Sum of 50 *l.* with lawful Intereſt for the ſame, of lawful, *&c.* on, *&c.* then, *&c.*

For the Obligor to re-pay Money given him for his Place, if the Obligee be not admitted into it.

WHereas the above bound *A.* is one of the Pages of the Preſence to his preſent Majeſty King *George:* And whereas the ſaid *A.* doth intend to ſurrender his ſaid Place: And whereas the above named *B.* hath paid to the ſaid *A.* the Sum of, *&c.* which is to remain to his own proper Uſe, when and as ſoon as the ſaid *B.* is ſworn into the ſaid Place of Page of the Preſence to his ſaid Majeſty, in the Room of the ſaid *A.* Now therefore the Condition, &c. that if the ſaid *B.* ſhall or may be (by the Means or Procurement of the ſaid *A.*) ſworn into the ſaid Place of Page of the Preſence to his ſaid Majeſty, in the Room of the ſaid *A.* on or before, *&c.* next enſuing the Date above written, according to the uſual Cuſtom in that Caſe, he the ſaid *B.* paying the Charge of his being ſworn into the ſaid Place; or in Default, or for want of the ſaid *A.*'s Procuring the ſaid *B.* ſo to be ſworn into the ſaid Place within the Time aforeſaid, if the ſaid *A.* his Heirs, *&c.* ſhall pay back the ſaid —— *l.* unto the ſaid *B.* his Executors, *&c.* in either of the ſaid Caſes, this Obligation to be void and of none Effect; or elſe to remain, *&c.*

From

From a Maſter to return Part of the Money received with an Apprentice, if he dies before he returns from a Voyage.

Whereas *B. C.* Son of the above named *B. C.* hath, by Indentures of Apprenticeſhip, bearing Date the, *&c.* bound himſelf Apprentice unto the above bound *A.* for the Term of ——Years, from the Date of the ſaid Indentures, as thereby may appear; and in Conſideration thereof the ſaid *B. C.* the Elder, hath before Sealing hereof paid and given to the ſaid *A.* the Sum of —— the Receipt, *&c.* **And whereas** the ſaid *B. C.* the Younger, is bound out with the ſaid *A.* on a Voyage to——in the Ship *D.* and from thence is to return to *L.* and the ſaid *A.* hath agreed to pay back ——*l.* of the ſaid ——*l.* by him received as aforeſaid, if the ſaid *B.* the Apprentice ſhall happen to die during the ſaid intended Voyage: **Now therefore the Condition,** &c. that if the ſaid *B. C.* the Apprentice ſhall happen to depart this Life during the ſaid intended Voyage, and before his Arrival therefrom to the Port of *L.* then and in ſuch Caſe, if the ſaid *A.* his Heirs, *&c.* do and ſhall pay back, or cauſe to be paid unto the ſaid *B. C.* the Father, his Executors, *&c.* the ſaid Sum of —— *l.* Part of the ſaid Money by him received as aforeſaid, according to the Agreement aforeſaid, and true Meaning of theſe Preſents; then, *&c.*

From a Maſter to the Father of an Apprentice, that he will return Part of the Money given, if the Apprentice dies before the Expiration of half of the Term.

Whereas the above bound *A. B.* at the Requeſt of the above named *C. D.* hath taken *E. D.* Son of the ſaid *C. D.* to be his Apprentice in his Trade and Buſineſs of a—— for ſeven Years from the Day of the Date above written to be accounted, as by his Indentures of Apprenticeſhip, bearing even Date, *&c.* may appear: **And whereas** in Conſideration of the ſaid *A. B.*'s taking the ſaid *E. D.* to be his Apprentic as aforeſaid, the ſaid *C. D.* hath, at or before Sealing and Delivery hereof, paid unto the ſaid *A. B.* the Sum of 100*l.* of, *&c.* the Receipt, *&c.* **And whereas** it is agreed between the ſaid Parties, that if the ſaid *E. D.* ſhall happen to die before the Expiration of the firſt three Years and an half of the ſaid Term of his Apprenticeſhip, the ſaid *A. B.* is to return and pay back 50*l.* of the ſaid 100*l.* by him received as aforeſaid: **Now the Condition,** &c. is ſuch, that if the ſaid *E. D.* ſhall happen to die or depart this Life, at any Time before the Expiration of the firſt three Years and an half of the ſaid Term of ſeven Years; then and in ſuch Caſe, if the ſaid *A. B.* his Heirs, *&c.* ſhall and do within ——Months next after ſuch the Deceaſe of the ſaid *E. D.* well and truly repay, or, *&c.* unto the ſaid *C. D.* his Executors, *&c.* the Sum of 50*l.* of, *&c.* Part of the ſaid Sum of 100*l.* ſo paid to him the ſaid *A. B.* as aforeſaid; then, *&c.*

Another, to return ſeveral Parts of the Monies if the Apprentice dies within the firſt, ſecond or third Year of his Apprenticeſhip.

Whereas *E. D.* Son of, *&c.* by his Indentures of Apprenticeſhip bearing Date, *&c.* hath bound himſelf Apprentice unto the above bound *A. B.* for the Term, *&c.* as by, *&c.* Relation, *&c.* **And whereas** the ſaid *C. D.* hath, at or before Sealing hereof, in Conſideration of the ſaid *A. B.*'s taking the ſaid *E. D.* to be his Apprentice, and under and according to the Agreement hereunder mentioned, paid unto the ſaid *A. B.* the Sum of 350*l.* of, *&c.* the Receipt, *&c.* **And whereas** it was agreed between the ſaid *A. B.* and *C. D.* before and at Sealing the ſaid Indentures, that if the ſaid *E. D.* ſhall happen to depart this Life within the firſt, ſecond or third Year of the ſaid Term of his Apprenticeſhip, the ſaid *A. B.* is to return and pay back ſuch Part of the ſaid Sum of 350*l.* as herein after is mentioned: **Now the Condition,** &c. that if the ſaid *E. D.* ſhall happen to depart this Life at any Time before the Expiration of the firſt three Years of the ſaid Term of ſeven Years, to be accounted as aforeſaid, then and in ſuch Caſe, if the ſaid *A. B.* his Heirs, *&c.* ſhall and do within, *&c.* after ſuch the Deceaſe of the ſaid *E. D.* well and truly pay, or, *&c.* unto the ſaid *C. D.* her Executors, *&c.* out of the ſaid Sum of 350*l.* by him received, the Sum of 200*l.* of, *&c.* in caſe ſuch the Deceaſe of the ſaid *E. D.* ſhall happen before the Expiration of the firſt Year of the ſaid Term of his Apprenticeſhip; and in caſe ſuch the Deceaſe of the ſaid *E. D.* ſhall happen after the End of the ſaid firſt Year, and before the Expiration of the ſecond Year of the ſaid Term of his Apprenticeſhip, then if the ſaid *A. B.* his, *&c.* ſhall repay or cauſe to be paid the Sum of 150*l.* of, *&c.* and in caſe ſuch the Deceaſe of the ſaid *E. D.* ſhall happen after the End of the two firſt Years, and before the Expiration of the third Year of the ſaid Term

Term of his Apprenticeſhip, to be accounted as aforeſaid, if the ſaid *A. B.* his, *&c.* ſhall repay or cauſe to be paid unto the ſaid *C. D.* her, *&c.* the Sum of 100*l.* of, *&c.* out of the ſaid Sum of 350*l* by him received as aforeſaid; then, *&c.*

From a Perſon (impowered by Creditors to receive Debts aſſigned) to pay the Debtor a Sum of Money, and alſo a Salary, out of his Debts; the Debtor accepting this Perſon's Bond for it, inſtead of two of the Creditors, who had covenanted that it ſhould be done upon the Debtor's Aſſigning his Goods, Debts, &c. to his Creditors.

(A. *to* B.)

Whereas in and by certain Articles of Agreement, dated, *&c.* made between the above named *B.* of the one Part, and *C.* and *D* of, *&c.* and the ſeveral other Perſons, whoſe Names are mentioned in the Schedule thereunto annexed, Creditors of the ſaid *B.* of the other Part, (reciting as therein is recited) the ſaid *B.* did covenant with the ſaid *C.* and *D.* within two Days after all his Creditors mentioned in the ſaid Schedule had ſealed the ſaid Articles, to aſſign unto the ſaid *C.* and *D.* in Truſt for themſelves and the reſt of the ſaid Creditors, all his Shop Goods, at the Value of the firſt Coſt, and all Debts whatſoever which ſhall amount to ——— *l.* or more; and amongſt other Covenants therein contained, the ſaid *C.* and *D.* for themſelves and the reſt of the ſaid Creditors, did thereby covenant to allow him for his own private Uſe, out of the firſt Money that ſhall be received out of the ſaid Debts ſo to be aſſigned, the Sum of ——*l.* and 20*s. per* Week for 20 Weeks, to be accounted from the Date of ſuch Aſſignment ſo to be made: **And whereas** the ſaid *B.* hath accordingly by Deed dated, *&c.* aſſigned over his ſaid Debts to the ſaid *C.* and *D.* and they the ſaid *C.* and *D.* have impowered, or do intend to impower the above bound *A* to collect and gather in the ſaid Debts: **And whereas** the ſaid *A.* at the Requeſt of the ſaid *C.* and *D.* and of the ſaid *B.* is contented to become bound for Payment of the ſaid —— *l.* and the 20*s. per* Week for 20 Weeks out of the firſt Monies that ſhall be received of the ſaid Debts, whoſe Bond the ſaid *B.* is willing to accept for the ſame, and to releaſe the ſaid *C.* and *D.* from the ſaid Covenant, for that Purpoſe contained in the ſaid recited Articles: **Now the Condition**, &c. That if the ſaid *A.* his Heirs, *&c.* do and ſhall well and truly pay or cauſe to be paid unto the above named *B.* his Executors, *&c.* the ſaid Sum of —— *l.* of, *&c.* and the ſaid 20*s. per* Week for 20 Weeks, to be accounted from the Date of the ſaid Aſſignment, by and out of the firſt Monies that he ſhall receive, for or in reſpect of all or any the ſeveral Debts mentioned in the ſaid Schedule annexed to the ſaid Articles, and by the ſaid *B.* aſſigned as aforeſaid; then, *&c.*

A Bond given as a Collateral Security.

Whereas Sir *R C.* of, *&c.* Bart. by his Bond or Obligation bearing even Date herewith, is held and firmly bound unto the above named *H. H.* in the penal Sum of 200*l.* of lawful, *&c.* with Condition thereunder written of making the ſame void on Payment of the Sum of 100*l.* of like Money, with lawful Intereſt for the ſame, unto the ſaid *H. H.* his Executors, Adminiſtrators or Aſſigns, on the 26th Day of *April* next enſuing the Date thereof: **And** for better ſecuring the Payment of the ſaid Monies, the ſaid *R. C.* hath at the ſame Time executed unto the ſaid *H. H.* a Warrant of Attorney for confeſſing a Judgment on the ſaid Bond in the Court of King's Bench at *Weſtminſter*, as of *Eaſter* Term next enſuing, as by the ſaid Bond or Obligation and Warrant of Attorney, Reference unto them being had, may appear: **Now the Condition** of the above written Obligation is ſuch, That in caſe the ſaid Sir *R. C.* ſhall make Default in Payment of the ſaid Sum of 100*l.* and the Intereſt thereof, unto the ſaid *H. H.* his Executors, Adminiſtrators or Aſſigns, on the 2d Day of *June* next enſuing the Date hereof, being the Day appointed on the *Ceſſat* Execution above mentioned for Payment thereof, then and in ſuch Caſe the above bounden *T. E.* and *J. B.* or either of them, their or either of their Heirs, Executors or Adminiſtrators, do and ſhall well and truly pay or cauſe to be paid unto the ſaid *H. H.* his Executors, Adminiſtrators or Aſſigns, the Sum of 100*l.* with lawful Intereſt for the ſame, on the Day of, *&c.* in Satisfaction and Diſcharge of the above recited Bond or Obligation in that Behalf entered into by the ſaid Sir *R. C.* as aforeſaid; then, *&c.*

A Bond from a Husband to apply the Money arising by Sale of an Estate (after Payment of 14 l. *to the Obligee) for the Benefit of the Wife and her Issue, if she survive.*

Whereas the above bounden *G. T.* is and standeth seised of a certain Estate in *M.* late the Estate of *T. G.* his late Father deceased, and doth intend with all convenient Speed to sell and dispose of the same: **And whereas** it is agreed that the Monies arising by Sale of the said Estate (after Payment of 14 *l.* herein after mentioned) shall be laid out and applied for the Benefit and Advantage of *M. G.* Wife of the said *T. G.* for her better Support and Maintenance in case the said *M.* shall happen to survive and outlive the said *T. G.* her Husband: **Now the Condition** of the above written Obligation is such, That if the said *T. G.* do and shall, within one Week next after the Sale of the said Estate above mentioned, pay and satisfy out of the Monies arising by such Sale, unto the above named *P. T.* his Executors, Administrators or Assigns, the Sum of 14 *l.* of lawful, *&c.* in Discharge of a Bond, bearing even Date herewith, by him the said *T. G.* entered into for that Purpose to the said *P. T.* and do and shall also pay, apply and dispose of all the rest and Residue of the Monies arising by such Sale of the said Estate, to and for the proper Use, Benefit and Advantage of the said *M.* Wife of the said *T. G.* for the better Support and Maintenance of her the said *M.* and of such Child and Children as she shall happen to have by the said *T. G.* in case she the said *M.* shall happen to survive the said *T. G.* her Husband, by such Ways and Means, and in such Manner as the said *P. T.* his Executors, Administrators or Assigns, or his or their Counsel learned in the Law, shall reasonably devise or require; then, *&c.*

A Bond from four Persons to a Purchasor touching Payment of 200 l. *Trust Monies, (being Part of Purchase Monies) according to the Trusts thereof,* &c. *and for indemnifying Purchasor therefrom,* &c.

Recitals, *viz.* The Conveyance and Fine of Premisses to a Trustee to be sold;

Whereas by Indentures of Lease and Release, bearing Date respectively the 17th and 18th *&c.* and made between the above bounden *H. S.* (by the Name of, *&c.*) and *P.* his Wife, (since deceased) of the first Part, the above bounden *J. S.* and *D.* his Wife, of the second Part, *E. E.* Gent. and the above bounden *J. H.* of the third Part, and *R. T.* Gent. (since deceased) of the fourth Part, *All* that, *&c.* and in the same Indenture of Release particularly mentioned, *Were* by virtue thereof, and of a Fine duly levied, pursuant to the Covenant therein contained, granted and released unto and to the Use of the said *R. T.* and his Heirs, *Upon Trust*, that he the said *R. T.* and his Heirs should sell and dispose of the same for the best Price that could be got for the same; *And upon further Trust*, that after Payment of the several Sums of 600 *l.* and 400 *l.* due unto the said *E. E.* and *J. H.* upon their several Securities therein mentioned, and all Interest due for the same, to pay and dispose of all the rest and Residue of such Money, or permit and suffer the said *E. E.* and *J. H.* to take out of such Purchase Money the Sum of 800 *l.* subject to the following Trusts, *viz. Upon Trust* that the said *E. E.* and *J. H.* should pay the Interest of the said 800 *l.* to the said *D. S.* during her Life, and after her Decease, to dispose of the same in Manner following, *viz.* The several Sums of 300 *l.* and 300 *l.* unto *M. S.* and *E. S.* (Sisters of the said *H. S.*) and 200 *l.* the Residue thereof, to *H. S.* Son of the said *H. S.* and to be so paid to them immediately upon the Decease of the said *D. S.* and in case the said *H. S.* the Son should happen to die in the Life time of the said *D. S.* then the said *E. E.* and *J. H.* should pay and apply Part of the said 200 *l.* in such Manner as the said *D. S.* should by Deed or Will direct and appoint, and the other 100 *l.* to the said *H. S.* the Father: **And whereas** by Indenture *Quadriparte*, bearing Date the 7th Day of, *&c.* made between the said *J. S.* and *D.* his Wife, of the first Part, the said *H. S* the Father, of the second Part, the said *M. S.* of the third Part, and the above bounden *N. H.* of the fourth Part, (after reciting as therein is recited) in Consideration of a Marriage then intended to be had between the said *N. H.* and *M. S.* (and which was soon afterwards had and solemnized accordingly) *It is* inter alia *mutually agreed* between the Parties thereto, that in case the said *H. S.* the Son die in the Life-time of the said *D. S.* then the said *M. S.* should have as a further Advancement in Marriage the Sum of 100 *l.* Part of the said Sum of 200 *l.* and that the said *E. E.* and *J. H.* should immediately after the Death of the said *H. S.* the Son pay the said Sum of 100 *l.* Part of the said 200 *l.* unto the said *M. S.* as in and by the said Indentures, Relation, *&c.* respectively, *&c.* **And whereas** the said *H. S.* the Son is still an Infant, *viz.* of the Age of —— or thereabout: **And whereas** the said *J. S.* and *D.* his Wife, *H. S.* the Father, *N. H.* and *M. H.* his Wife, and *E. S.* have contracted and agreed with the above named

and after Payment of Debts therein mentioned, then as to 800 *l.* Part of Purchase Monies, upon the Trusts following, *viz.* The Interest thereof to the Mother during Life, then 300 *l* apiece to her two Daughters, and the 200 *l.* Residue, to her Grandson an Infant.

As to the Marriage of one of the Daughters, and her Portion payable out of Trust Monies.

At to the In-

named *G. O.* for the abſolute Sale of the ſaid Premiſſes unto him the ſaid *G. O.* for the Sum of 1800*l.* And by Indenture of eight Parts, bearing even Date herewith, and made between, *&c.* the ſaid Capital Meſſuage, *&c.* (in Conſideration of the ſaid Sum of 1800*l.* paid as therein mentioned) are granted and releaſed unto and to the Uſe of the ſaid *G. O.* and *J. H.* and the Heirs of the ſaid *G. O.* *In Truſt nevertheleſs* as to the Eſtate of the ſaid *J. H.* for and for the only Benefit of the ſaid *G. O.* and his Heirs for ever: **And whereas** the Sum of 200*l.* Part of the ſaid Sum of 1800*l.* is in and by the ſaid recited Indenture of eight Parts, mentioned to be paid by the ſaid *G. O.* unto the ſaid *E. E.* and *J. H.* which is to be by them paid over unto the ſaid *H. S.* the Son, in caſe he ſhall ſurvive his ſaid Grandmother *D. S* or otherwiſe to be paid in the Manner as in that Behalf directed by the ſaid recited Indenture *Quadripartite* of Releaſe of the 18th, *&c.* and the ſaid in Part recited Indenture *Quadripartite* of Settlement of the 7th of, *&c.* reſpectively: **Now the Condition** of the above written Obligation is ſuch, That if the ſaid *E. E* and *J. H* and the Survivor of them, their ſeveral Heirs, Executors and Adminiſtrators, do and ſhall from Time to Time, and at all Times hereafter, well and truly pay, apply and diſpoſe of the ſaid Sum of 200*l.* and the Intereſt thereof, from Time to Time becoming and accruing due, purſuant to the ſeveral Truſts contained in the ſaid ſeveral in Part recited Indentures of the 18th of *May*, *&c.* and the 7th of *December*, *&c.* reſpectively; **And** ſhall and will from Time to Time, and at all Times hereafter, ſave harmleſs and keep indemnified the ſaid *G. O.* his, *&c.* and his and their Eſtates, Goods and Chattels, of and from all and all Manner of Suits, Loſſes, Damages and Expences whatſoever, which he the ſaid *G. O.* his, *&c.* or any or either of them ſhall or may ſuſtain, ſuffer or be put unto, either in Law or Equity, or otherwiſe, for or by Reaſon or Means of the Payment of the ſaid 200*l.* unto the ſaid *E. E.* and *J. H.* as aforeſaid, or by Reaſon of the Right, Title or Claim in or to the ſaid Sum of 200*l.* or any Part thereof, of the ſaid *H. S.* the Son, his Executors, or Adminiſtrators, or any other Perſon or Perſons whatſoever, by virtue of or under the ſaid ſeveral in Part recited Indentures of the ſaid 18th of *May*, *&c.* and the 7th of *December*, *&c.* or either of them, or any Thing ariſing therefrom or relating thereunto; then, *&c.*

Per W. P. W.

Marcy of the Grandſon, and contract for Purchaſe, and Conveyance thereof; and that ſaid 200*l* Part of Purchaſe Monies, was paid to the two Truſtees.

Condition to pay the 200*l.* according to the Truſts, *&c.*

and to indemnify Purchaſor therefrom, *&c.*

For Creditors to pay back a proportionable Part of what they received, in caſe any more Debts appear chargeable upon the Premiſſes.

Whereas the Right Honourable *T. E.* Eſq; late deceaſed, late Father of the above named *J. E.* did die indebted to ſeveral Perſons by Specialties: **And whereas** an Eſtate lying and being, *&c.* or being Parcel of the Manor of, *&c.* in, *&c.* of or about the yearly Value of 200*l.* is liable to the Payment of the ſaid Specialties, as being an Eſtate that deſcended in Fee-ſimple to the ſaid *J. E.* being eldeſt Son and Heir of the ſaid *T. E.* all which Eſtate is likewiſe included in a certain Mortgage made thereof by the ſaid *T. E.* to *A. N.* Eſq; ſince deceaſed, by Indenture bearing Date the —— **And whereas** by Conſent of ſeveral of the Creditors of the ſaid *T. E.* the ſaid Fee-ſimple Eſtate is valued at 4000*l.* and agreed to be ſold for the ſaid Sum of 4000*l.* **Which** ſaid 4000*l.* is agreed to be applied in the firſt Place towards the Diſcharge of the ſaid Mortgage, and afterwards of the Debts by Specialties due by the ſaid *T. E.* at the Time of his Death, in which ſaid Specialties the Heirs of the ſaid *T. E.* are expreſly bound: **And whereas** the Sum of —— was lately paid in Diſcharge of the ſaid Mortgage, ſo that there remained of the ſaid 4000*l.* the Sum of —— to be divided amongſt the reſpective Creditors by Specialties of the ſaid *T. E.* which have been hitherto diſcovered: **And whereas** other Creditors by Specialty of the ſaid *T. E.* in which his Heirs are bound, may hereafter be diſcovered; which may commence Suits againſt the ſaid *J. E.* the Heir of the ſaid *T. E.* deceaſed, and may likewiſe pretend to diſturb the Title of the Purchaſe of the ſaid Fee-ſimple Eſtate: **And whereas** the above bounden *A. B.* being (*an Aſſignee*) one of the Creditors by Specialty of the ſaid *T. E.* has upon the Day of the Date hereof received of the ſaid *J. E.* the Sum of —— of lawful, *&c.* in full for his Share, Proportion and Dividend of the ſaid Sum of —— **Now the Condition**, &c. That if the ſaid *A. B.* his Heirs, Executors or Adminiſtrators, ſhall refund and repay in Proportion to the ſaid *J. E.* his Executors or Adminiſtrators, out of the ſaid Sum of —— ſo by him the ſaid *A. B.* received as aforeſaid, ſo much Money as may ſatisfy in Proportion any Debt by Specialty of the ſaid *T. E.* (for the Payment of which his Heirs are bound) as may at any Time hereafter be diſcovered within the Space of two Years next enſuing the Date hereof, and ſo far forth as the ſaid Sum of —— ſo received by the ſaid *A. B.* as aforeſaid, ſhall extend in Proportion with the ſeveral Shares or Dividends of the ſaid Sum of —— which already have or hereafter ſhall be paid to the ſaid reſpective Creditors, and not further, ſhall indemnify the ſaid *J. E.* his Heirs, Executors and Adminiſtrators,

niſtrators, and alſo the ſaid Fee-ſimple Eſtate from any ſuch Specialties as ſhall or may hereafter be diſcovered within the Space of two Years as aforeſaid; that then, &c.

Condition of a Bond from the Purchaſor to pay the Mortgage Money due on the Premiſſes.

Whereas by Indenture bearing Date on or about the, &c. made, &c. between Sir *W. D.* of, &c. and *J. B.* of, &c. of the one Part, and the above named *M. F.* of the other Part, a certain Piece or Parcel of Ground, and ſeveral Meſſuages or Tenements, ſituate, &c. are conveyed in Mortgage by the ſaid Sir *W. D.* or by his Direction, unto the ſaid *M. F.* for the Term of 500 Years, for the ſecuring of the Sum of 200 *l.* and Intereſt from the ſaid Sir *W. D.* unto the ſaid *M. F.* **And whereas** the ſaid Sir *W. D.* hath ſold the Reverſion and Equity of Redemption of the ſaid, &c. and thereupon the ſaid *M. F.* hath releaſed unto the ſaid Sir *W. D.* all the Covenants in the ſaid Mortgage contained, which were or are to be performed on the Part and Behalf of the ſaid Sir *W. D.* **And whereas** the above bounden *R. D.* in Lieu and in the Place of the ſaid Sir *W. D.* hath undertaken to be bound unto the ſaid *M. F.* for the ſaid Principal Sum of 200 *l.* and all Intereſt which is now or ſhall from henceforth grow due for the ſame: **Now the Condition** of this Obligation is ſuch, That if the above bounden *R. D.* his Heirs, Executors and Adminiſtrators, or any of them, ſhall well and truly pay, &c. unto the ſaid *M F.* her Executors or Adminiſtrators, the ſaid Principal Sum of 200 *l.* and all Intereſt now due or which ſhall from henceforth grow due for the ſame, upon the —— Day of —— next enſuing the Date hereof, ſuch Intereſt to be computed after the Rate of 5 *l. per Cent. per Ann.* being the ſame Sum of 200 *l.* ſecured, or mentioned or intended to be ſecured unto the ſaid *M. F.* by the above mentioned or recited Indenture of Mortgage, and alſo well and truly obſerve, perform, fulfil, accompliſh, pay and keep all and ſingular the Covenants, Grants, Articles, Clauſes, Proviſoes, Conditions, Payments and Agreements whatſoever in the ſaid recited Indenture of Mortgage contained, which on the Part and Behalf of the ſaid Sir *W. D.* his Heirs, Executors and Adminiſtrators, ought to be obſerved, performed, fulfilled, accompliſhed, paid and kept, in caſe the ſaid Releaſe had not been made according to the true Intent and Meaning of the ſame Indenture; then, &c.

From the Company for the Diſcovery of new Trades, to pay a Sum of Money, &c.
(Vide Obligations.)

The Condition, &c. That if the above bound Governor and Company of *Engliſh* Merchants for Diſcovery of new Trades, and their Succeſſors, do and ſhall, &c. (*as in a common Bond.*)

From two Merchants at N. *to repay one in* L. *what Foreign Bills of Exchange he ſhall pay for them in* L. *with Intereſt, and they to pay what Bills he ſhall draw on them at* N.

Whereas the above bounden *A.* and *B.* have requeſted the above named *C.* to accept and pay for them and upon their Account at *L.* ſuch foreign Bill or Bills of Exchange as ſhall be drawn upon them, or either of them, or upon the ſaid *C.* for or on their or either of their Account: **Now the Condition,** &c. That if they the ſaid *A.* and *B.* their Heirs, &c. do and ſhall from Time, &c. reimburſe and fully pay and ſatisfy to the ſaid *C.* his Executors, &c. in *L.* or otherwiſe ſhall accept and duly pay to his or their Order at *N.* ſuch Bill or Bills of Exchange, as he the ſaid *C.* ſhall from Time to Time draw and change on the ſaid *A.* and *B.* their Executors, &c. for all or any ſuch Sum or Sums of Money which he the ſaid *C.* ſhall from Time to Time advance, pay and diſburſe, as well for Payments and Diſcharge of any ſuch Bill or Bills of Exchange, for and on Account of the ſaid *A.* and *B.* or either of them, as alſo what he ſhall otherwiſe credit them, together with the Charge or Allowance for drawing ſuch Bill or Bills of Exchange upon them, or either of them, at *N.* as the Exchange ſhall then govern, or upon the beſt Terms ſuch Money can be procured and remitted upon ſuch Bills drawn on them, or either of them; and likewiſe Intereſt, after the Rate of —— *l.* &c. for all or any ſuch Sum or Sums of Money as the ſaid *C.* ſhall ſo from Time to Time pay or be in Diſburſe for or upon Account of, or what he ſhall otherwiſe credit them, or either of them as aforeſaid, until he and they ſhall be fully repaid and ſatisfied all ſuch Sum and Sums of Money; then, &c.

From two Merchants to pay Bills of Exchange, which two Factors ſhall draw on them, to the Value of —— l. being for certain Parcels of Goods by them laden on board ſeveral Ships, by their Order and for their Uſe.

The Condition, &c. That if the above bound *A.* his Heirs, *&c.* or any of them, ſhall and do accept all or any ſuch Bill or Bills of Exchange which are or ſhall be drawn by *B.* and *C.* Merchants at *A.* in *R.* on the ſaid *A.* for the Sum of —— *l.* Sterling, or any Part or Parts thereof, for certain Parcels of —— by them ſhipped and laden by Order of the ſaid *A.* on board the ſeveral Ships hereafter mentioned, *viz.* —— Tuns, more or leſs, of —— on board the Ship *O. P.* Maſter, *&c.* in all —— Tuns of —— or thereabouts, as ſuch the ſaid Bill or Bills of Exchange ſhall be tendered or preſented to or for the Acceptance of the ſaid *A.* his Executors, *&c.* or any of them; and alſo if the ſaid *A.* and *D.* (*one bound with him*) their Heirs, *&c.* or either or any of them, ſhall duly pay or cauſe to be paid all and every ſuch Sum or Sums of Money which ſhall be mentioned and contained in, and for which every or any ſuch Bill or Bills of Exchange ſhall be drawn, for all or any Part or Parts of the ſaid ——*l.* Sterling, at ſuch Days and Times, and in ſuch Manner, as the ſame and every of them reſpectively ſhall become due and payable, according to the Tenor of every or any ſuch Bill or Bills of Exchange, and in full Diſcharge thereof, and every of them; then, *&c.*

To pay back Money (paid on a Bill of Exchange) with Intereſt, if no Advice from the Perſon that drew it within a certain Time.

Whereas the above bound *A.* before the Day of the Date above written, preſented unto the above named *B.* for his Acceptance and Payment, a Bill of Exchange, by him alledged to be drawn by *C.* (of, *&c.*) on the ſaid *B.* dated at, *&c.* the, *&c.* for the Sum of —— *l.* Sterling, payable to the ſaid *A.* or his Order, for Value received of Mr. *D.* as by the ſaid Bill may appear: **And whereas** notwithſtanding the ſaid *B.* hath not received any Advice or Order from the ſaid *C.* of or concerning the ſaid Bill, or for the Payment thereof, yet he the ſaid *B.* hath on the Day of the Date above written, at the Inſtance and Requeſt of the ſaid *A.* paid unto the ſaid *A.* the ſaid Sum of —— *l.* Sterling, mentioned in the ſaid Bill of Exchange, upon the ſaid *A.*'s Promiſe and Agreement to repay the ſaid Sum with Intereſt, if the ſaid *B.* ſhall not within the Time hereunder mentioned receive ſome Advice, Letter or Order from the ſaid *C.* for the Payment of the ſaid Sum of —— *l.* in the ſaid Bill mentioned, for his own Account, for which ſaid Sum of —— the ſaid *A.* hath given the ſaid *B.* a Receipt on the ſaid Bill: **Now the Condition**, &c. That if the ſaid *B.* his, *&c.* ſhall not within the Time and Space of eight Calendar Months, to be accounted from the Date above written, receive ſome Advice, Letter or Order, from and under the Hand of the ſaid *C.* for the Payment of the ſaid Sum of —— *l.* in the ſaid Bill mentioned, for and on Account of the ſaid *C.* his, *&c.* then and in ſuch Caſe if the ſaid *A.* his Heirs, *&c.* ſhall and do within two Months after the Expiration of the ſaid eight Months, to be accounted as aforeſaid, well and truly repay or cauſe to be paid unto the ſaid *B.* his Executors, *&c.* the ſaid Sum of —— ſo by him received on the ſaid Bill as aforeſaid, with Intereſt for the ſame after the Rate of —— *per Cent. per Ann.* from the Day of the Date above written; then, *&c.*

To pay the Money mentioned in a Note or Bill, if it is not paid by the Drawer.

Whereas the above bound *A.* on the Day of the Date hereof, hath delivered and indorſed unto the above named *B.* a Bill or Note, dated at *L.* the —— Day of —— under the Hand of *C.* for his Maſter *D.* promiſing to pay to the ſaid *A.* or Order, —— *l.* —— Months after Date, as thereby may appear: **Now the Condition**, &c. That if the ſaid *A.* his Heirs, *&c.* ſhall and do well and truly pay or cauſe to be paid unto the ſaid *B.* his Executors, *&c.* the ſaid Sum of, *&c.* on, *&c.* next enſuing, in caſe the ſaid Sum of —— *l.* ſhall not be then paid by the ſaid *D.* to the ſaid *B.* his Executors, *&c.* according to the Tenor of the ſaid Bill or Note; then, *&c.*

Condition to pay Money, if Bills of Exchange given for the ſame and ſent to Liſbon *ſhall come back proteſted.*

THE Condition, &c. That Whereas the above bounden *E. W.* and *T. K.* in Conſideration of the Sum of, *&c.* to them paid by *J. G.* Eſq; have on the Date hereof drawn three ſeveral Bills of Exchange on *B. M.* and *T. M.* Merchants at *Liſbon*, for Payment unto the ſaid *J. G.* or his Order, at twenty Days after Sight, of 500 *Mill Reis*, the like Value here received of the ſaid *J. G.* And whereas the above named *J. B.* hath by a certain Writing under his Hand of the Date hereof, at the Requeſt of the ſaid *E. W.* and *T. K.* engaged to the ſaid *J. G.* in Effect as following, *viz.* That if the ſaid Bills of Exchange, or any of them, come back proteſted, then the ſaid *J. B.* will repay to the ſaid *J. G.* or his Order, the Amount and Value of the ſaid Bills of Exchange, and all Loſſes and Charges happening to the ſaid *J. G.* by Reaſon the ſaid Bills ſhall not be complied with and paid; if therefore the ſaid *B. M.* and *T. M.* accept the ſaid Bills of Exchange, ſome or one of them, and twenty Days after Sight pay unto the ſaid *J. G.* or his Order, the ſaid 500 *Mills Reis*, according to the Tenor and Effect of the ſaid Bills of Exchange; and if the ſaid *E. W.* and *T. K.* their Heirs, Executors and Adminiſtrators, or ſome of them, do and ſhall, at all Times hereafter and from henceforth, well and ſufficiently defend, ſave, keep harmleſs and indemnified the ſaid *J. B.* his Executors and Adminiſtrators, againſt the ſaid *J. G.* his, *&c.* and all others, of, from and concerning the ſaid recited Note or Engagement made and entered into by the ſaid *J. B.* to the ſaid *J. G.* as aforeſaid, or all other Engagements made by the ſaid *J. B.* to the ſaid *J. G.* upon his advancing the ſaid Money upon the Credits of the ſaid Bills of Exchange, and of and from all Actions, Suits, Judgments, Executions, Coſts, Charges, Damages and Demands, which may or ſhall ariſe, grow or happen to the ſaid *J. B.* his Executors, Adminiſtrators, or Eſtate, by Reaſon of the ſame, in any Manner of wiſe; that then, *&c.* or elſe, *&c.*

From the Drawer of a Note of Hand, and the Perſon to whom payable, and an Indorſor, to an Indorſee, to pay the Money mentioned in the Note, and Intereſt.

(A. *and* B. *to* C.)

Whereas the above bound *A.* by Note under his Hand dated at *L.* the, *&c.* hath promiſed to pay unto the above bound *B.* or Order, on the, *&c.* for Value received; which Bill or Note is on the Day of the Date above written indorſed and made payable by the ſaid *B.* for Value received, unto *C.* or Order, and is by the ſaid *E.* on the Day of the Date above written, indorſed and made payable, Value received, to the above named *C.* as thereby Relation, *&c.* Now the Condition, &c. That if the ſaid *A. B.* and *E.* or any of them, their or any of their Heirs, *&c.* ſhall truly pay or cauſe to be paid unto the ſaid *C.* his, *&c.* the ſaid Sum of, *&c.* on the ſaid, *&c.* next enſuing the Date above written, according to the Purport and Tenor of the ſaid recited Note, and true Meaning of theſe Preſents, together with Intereſt for the ſame, after the Rate of —— *l. per Cent. per Ann.* of like lawful, *&c.* from the Day of the Date of the ſaid recited Bill or Note; then, *&c.*

From two Perſons who had given their ſeparate Notes to a Tradeſman for Goods ſold to them ſeverally, for ſecuring the Payment to each other's Notes.

Whereas the above bound *A.* did on or about the, *&c.* give a Note under his Hand for the Sum of ——— *l.* payable to the above named *C.* or his Order, at —— Months after the Date thereof, and did then alſo give another Note under his Hand of the ſame Date, for the Sum of —— *l.* more, payable to the ſaid *C.* or Order, at —— Months after the Date thereof: And whereas the above bound *B.* did on or about the ſaid, *&c.* give a Note under his Hand for the Sum of —— *l.* payable to the ſaid *C.* at —— Months after the Day of the Date thereof; and did then alſo give another Note under his Hand of the ſame Date, for the Sum of ——— *l.* more, payable to the ſaid *C.* or Order, at —— Months after the Date thereof, as by the ſaid ſeveral Notes, Relation, *&c.* Which ſaid ſeveral Notes were ſo given for Goods ſold to the ſaid *A.* and *B.* by the ſaid *C.* And the ſaid *A.* and *B.* have agreed to become jointly and ſeverally bound by Obligation, for the due Payment of all the ſaid ſeveral Sums as aforeſaid: Now therefore the Condition, &c. that if the ſaid *A.* and *B.* their

Heirs, &c. reſpectively, or either or any of them, do and ſhall well and truly pay, or cauſe, &c. unto the ſaid *C.* his Executors, &c. all the ſaid ſeveral Sums mentioned and expreſſed, in and by the ſaid ſeveral recited Notes of Hand, and every of them, as the ſaid ſeveral Sums ſhall thereby become and grow due, and ought to be paid, according to the Purport and true Meaning of the ſaid ſeveral Bills or Notes, and of theſe Preſents; then, &c.

The like to one who had laid out Money in buying Goods for the Obligors, each having paid Part of the Money and given Notes for the Reſidue.

Whereas the above named *C.* at the Requeſt, and for the Account of the above bound *A.* and *B.* did on or about, &c. buy of *D.* and Company (*Naming the Goods*) at the Rate of, &c. amounting to the Sum of —— *l.* whereof the Sum of —— *l.* is already paid; and the ſaid *C.* hath, at the Requeſt of the ſaid *A.* and *B.* given his Bills or Notes to the ſaid *D.* and Company for the remaining Sum of —— *l.* ſtill owing for the ſaid ——: **And whereas** the ſaid *A.* and *B.* have had and received all the ſaid —— which they do hereby acknowledge; and for Payment of the ſaid —— *l.* remaining due and owing for the ſaid —— the ſaid *A.* hath given five Bills or Notes under his Hand, of the Date hereof, for the Sum of —— *l.* being the one Half thereof payable to the ſaid *C.* or Order, as hereafter mentioned, *viz.* one Note for —— *l.* payable on, &c. one other for —— *l.* payable on, &c. (*And ſo as to the reſt*) *And* the ſaid *B.* hath likewiſe given five Bills or Notes under his Hand of the ſame Dates with the Bills of the ſaid *A.* for the Sum of —— *l.* being the other Half Part of the ſaid —— remaining due for the ſaid —— *l.* and payable to the ſaid *C.* or Order, as followeth, *viz.* one Note for, &c. (*as before*) as by the ſaid ſeveral Bills or Notes, Relation, &c. **And whereas** the ſaid *A.* and *B.* for the better Security of the ſaid *C.* have agreed to become jointly and ſeverally bound for the due Payments of the ſaid ſeveral Sums, in Manner as aforeſaid: **Now the Condition,** &c. that if the ſaid *A.* and *B.* their Heirs, &c. reſpectively, do and ſhall well and truly pay, or cauſe, &c. unto the ſaid *C.* his Executors, &c. the ſaid ſeveral Sums of Money mentioned in, and payable by and upon the ſaid ſeveral Bills or Notes by them reſpectively given as aforeſaid, on the ſaid ſeveral Days and Times therein mentioned, and as the ſame ſhall become due, according to the Tenor of the ſaid reſpective Bills or Notes as aforeſaid; then, &c. but if Default ſhall happen to be made in Payment of the ſaid ſeveral Sums, or any of them, or any Part of them, or any of them, on the ſeveral Days of Payment thereof as aforeſaid, contrary to the Tenor thereof and true Meaning of theſe Preſents; then, &c.

From a Merchant to pay what Money ſhall be advanced on a Letter of Credit.

Whereas the above bound *A.* hath requeſted the above named *B.* to furniſh, ſupply, and pay unto *C.* or his Order in *B.* any Sum or Sums of Money, not exceeding —— Pieces of Eight, of 24 Blanquils each Piece of Eight: **And whereas** the ſaid *B.* hath, at the like Requeſt of the ſaid *A.* given an Order or Letter of Credit upon, and directed to *D.* and Company at *C.* bearing Date with theſe Preſents, to furniſh and pay unto the ſaid *C* or his Order, any Sum or Sums not exceeding —— Pieces of Eight; and he the ſaid *A.* hath agreed to pay to the ſaid *B.* in *C.* all ſuch Sum or Sums of Money, as ſhall, by virtue of the ſaid Order or Letter of Credit, be paid to the ſaid *C.* or his Order, within —— Days after the Date of any Bill or Bills of Exchange, which ſhall be drawn by the ſaid *C.* for Reburſement thereof: **Now the Condition,** &c. that if the ſaid *A.* his Heirs, &c. do and ſhall accordingly, within the ſaid —— Days after the Date of any ſuch Bill or Bills of Exchange, which ſhall be ſo drawn by the ſaid *C.* well and truly pay, or cauſe to be paid unto the ſaid *B.* his Executors, &c. in *L.* ſo much Sterling Money, as all ſuch Sum or Sums of Money, which ſhall be ſo far advanced and paid upon or by virtue of the ſaid Order or Letter of Credit given as aforeſaid, and for which ſuch Bill or Bills ſhall be ſo drawn as aforeſaid, ſhall amount unto, not exceeding in the whole —— Pieces of Eight, of 24 Blanquils to a Piece of Eight, as the Exchange from *C.* to *L.* ſhall be on a Piece of Eight *Spaniſh* of Eight Ryals Plate, when ſuch Bill or Bills of Exchange ſhall be ſo drawn; then, &c.

Condition

Condition of Obligation to pay 200 l. *on Receipt of* 5000 *Guilders lodged in the* Wees-Chamber *or Hoſpital of* Rotterdam *in* Holland, *and Intereſt for the ſaid* 200 l. *as often and in Proportion to what the Obligor receives for the* 5000 *Guilders till paid.*

Whereas the Sum of 5000 Guilders left by the laſt Will and Teſtament of *J. de C.* late of *R.* in *H.* Dyer, deceaſed, unto *A. W.* the late Wife of the above named *A. C.* alſo deceaſed, and by the Death of the ſaid *A. W.* is deſcended to the above bound *H. V.* in Right of his Wife *E.* ſole Daughter of the ſaid *A. C.* and *A.* his late Wife, is now remaining in the *Wees-Chamber* or Hoſpital of *Rotterdam* in *Holland* aforeſaid: **Now the Condition** of this Obligation is ſuch, that if the ſaid *H. V.* his Executors, Adminiſtrators or Aſſigns, do and ſhall well and truly pay, or cauſe to be paid unto the ſaid *A. C.* his Executors, Adminiſtrators or Aſſigns, the full Sum of 200 *l.* of good, *&c.* within one Month next after the ſaid *H. V.* his Executors, Adminiſtrators, Attornies, Agents or Aſſigns, may or ſhall have received the above mentioned Sum of 5000 Guilders, or in Proportion for any Part or Parcel thereof, which may or ſhall be received as aforeſaid; and if the ſaid *H. V.* his, *&c.* do and ſhall in the mean Time well and truly pay, *&c.* Intereſt for the ſaid Sum of 200 *l.* at ſuch Time or Times, and in ſuch Manner, Rate and Proportion, as he the ſaid *H. V.* his, *&c.* may or ſhall receive Intereſt for the ſaid 5000 Guilders remaining in the *Wees-Chamber* or Hoſpital aforeſaid; then, *&c.*

Another to warrant the Guilders to be in ſuch Chamber.

Whereas the Sum of 5000 Guilders, *&c.* (*as above to*) in *Holland* aforeſaid: **And whereas** the ſaid *H. V.* hath by a certain Obligation, bearing even Date herewith, become bound unto the ſaid *A. V. C.* in the penal Sum of 400 *l.* with Condition thereunder written, that if (among other Things therein mentioned) the ſaid *H. V.* his Executors, *&c.* (*as above to*, be received as aforeſaid) then the ſaid Obligation to be void; as in and by the ſaid Bond or Obligation, Relation thereunto being had, it doth and may more plainly appear: **And whereas** alſo it was ſtipulated and agreed between the ſaid *V.* and *V. C.* at and before the Sealing and Delivery of the ſaid Bond or Obligation, and of theſe Preſents, that the ſaid Sum of 5000 Guilders ſhould be warranted to be in the ſaid *Wees-Chamber* or Hoſpital: **Now the Condition** of this Obligation is ſuch, that if the ſaid Sum of 5000 Guilders, and every Part and Parcel thereof, be now remaining and being in the *Wees-Chamber* or Hoſpital aforeſaid; then, *&c.*

To pay the Money mentioned in a Navy Bill, if it is not duly paid according to the Rules of the Navy.

Whereas the above bound *A.* hath, by a certain Writing or Aſſignment under his Hand and Seal, bearing the Date above written, ſold and aſſigned unto the above named *B.* his Executors, *&c.* a Bill ſigned, *&c.* dated at the Navy-Office, and received the, *&c.* No (———) for impreſting unto the ſaid *A.* the Sum of ——— *l.* in Purſuance of a Contract in ſerving *New England* Maſts, *&c.* he being by the ſaid Contract to have a Bill of Impreſt for the ſaid Sum, made out at the ſailing or going forth of each Ship, on Account of the Maſts, Bowſprits, *&c.* he is to deliver on the ſaid Contract; and it appearing to the ſaid Commiſſioners by Certificate, that the Ship *C. D.* Maſter, ſailed from *C.* on the ſaid Voyage, which did intitle him thereto; and the ſaid *A.* hath thereby impowered the ſaid *B.* as his Attorney irrevocable, to demand and receive the ſaid Monies, due and to grow due on the ſaid Bill, to his own Uſe, as thereby may appear: **Now the Condition**, &c. that in caſe the ſaid Ship ſhall happen to be loſt in her ſaid Voyage and Service, and before the Accompliſhment thereof; or that by or through any Default, Deficiency or Non-performance of the Contract with the ſaid Commiſſioners, by and on the Part of the ſaid *A.* or otherwiſe mentioned in, and which ſhall grow and become due on the ſaid Bill, or any Part thereof, ſhall not be paid in Courſe, according to the Rules of the Navy; that then and in ſuch Caſe, if the ſaid *A.* his, *&c.* do and ſhall pay and make good unto the ſaid *B.* his Executors, *&c.* all ſuch Money which ſhall become due and payable for Principal and Intereſt upon the ſaid Bill, at the Time the ſame ſhall grow due, or ought to be paid, according to the Rules of the Navy as aforeſaid; then, *&c.*

To pay leſs Freight than agreed for by a Charter-Party.

WHereas the above bound *A.* Maſter of the Ship *S.* by Charter-Party, dated the, *&c.* hath let——Tons of the ſaid Ship's Tonnage, to and amongſt the ſeveral Merchants of —— who have ſealed the ſaid Charter-Party, according to their Proportions mentioned in a Schedule thereunto annexed, for a Voyage from *L.* to *N.* and thence back to *L.* for which the ſaid Merchants are to pay for Freight 9*s.* 6*d.* for every Ton Weight neat of Sugar that the ſaid Ship ſhall deliver to them ſeverally at the Port of *L.* according to their Tonnage therein, and proportionably for a leſſer Quantity than 100*l.* Weight: **And whereas** by Agreement by the ſaid *A.* and the above named *B.* the ſaid *B.* in Conſideration of ſeveral Charges which he hath been at, and diſburſed in and about the ſaid Ship for the ſaid Voyage, is to pay but 9*s.* *per* Ton Freight for his Tonnage in the ſaid Ship, and the ſaid Maſter is to allow and pay out of the Freight, to grow due as aforeſaid, unto the ſaid *B.* 6*d.* for every Ton Weight of Sugar the ſaid Ship ſhall import as aforeſaid, and when it ſhall become payable according to the ſaid recited Charter-Party: **Now the Condition**, &c. that if the ſaid *A.* his Executors, *&c.* do and ſhall accordingly truly pay and allow, or cauſe to be paid unto the ſaid *B.* his Executors, *&c.* 9*s.* 6*d.* for every Ton Weight neat of Sugar that the ſaid Ship ſhall import as aforeſaid, out of the Freight that ſhall ariſe and become due by and upon the ſaid Charter-Party for the ſaid Ship's Voyage as aforeſaid; he the ſaid *B.* his Executors, *&c.* allowing thereout unto the ſaid *A.* 10*l.* for a Hat, according to the Agreement of the ſaid Parties, and of theſe Preſents; the ſaid recited Charter-Party, or any Thing therein to the contrary, notwithſtanding; then, *&c.*

From the Maſter of a Ship to the Owners, to pay them Money due for Freight, as ſoon as he has recovered the ſame.

WHereas there is due and owing by and from ſeveral Perſons at, *&c.* to the Part-Owners of the good Ship called, *&c.* Burden, *&c.* whereof, *&c.* the Sum of, *&c.* for Freight, on Account of the ſaid Ship's homewards Voyage from *N.* to *P.* in the Year ——: **Now the Condition**, &c. that if the ſaid *A.* ſhall and do uſe his beſt Endeavours in and about the Recovering and Receiving the ſaid Sum due and owing as aforeſaid, they the ſaid Part-Owners allowing and paying the ſaid *A.* his Executors, *&c.* their reſpective full Parts, in Proportion to their Parts in the ſaid Ship, of all the Charges and Expences in and about the Recovery and Receiving the ſame; **And alſo** if the ſaid *A.* his Executors, *&c.* ſhall and do well, *&c.* pay or cauſe, *&c.* and make good unto the ſaid Part-Owners, their Executors, *&c.* reſpectively, their ſeveral and reſpective Parts and Shares in Proportion, according to their Parts in the ſaid Ship, of the ſaid Sum of ——*l.* due as aforeſaid, when and as ſoon as the ſame, or any Part thereof, ſhall be recovered and received; then, *&c.*

To pay Money for the Goods ſold, and for Freight and Inſurance upon their Arrival at H. *and to bear all Riſque afterwards.*

WHereas the above bound *A.* and *B.* are bound out on a Voyage to *H.* and other Parts beyond the Seas: **And whereas** the above named *C.* at the Requeſt of the ſaid *A.* and *B.* hath ſhipped, or is to ſhip on board ſome Ship or Ships for *H.* —— Cloths and Stuffs particularly mentioned in the Invoice thereof; which Goods by Agreement are, or are to be conſigned to the ſaid *A.* and *B.* at *H.* and they have agreed, and do hereby agree, to receive the ſame at *H.* and pay the Freight thereof thither, and to diſpoſe of the ſaid Goods, and run all Riſques of the ſame after their Arrival there; and to anſwer, pay and make good to the ſaid *C.* at *L.* for the ſaid Goods and his Profits thereby, and for his bearing the Riſque thereof to *H.* the Sum of, *&c.* as hereunder is mentioned: **Now the Condition**, &c. that if the ſaid *A.* and *B.* their Executors, *&c.* or either or any of them, ſhall and do receive the ſaid Goods upon their Arrival at *H.* and pay the Freight thereof thither, and run all Riſques of the ſame after their Arrival there; and do and ſhall alſo truly pay, or cauſe, *&c.* ſatisfied and made good unto the ſaid *C.* his Executors, *&c.* in *L.* for the ſaid Goods and his Profit thereby, and for his Riſque thereof to *H.* as aforeſaid, the ſaid Sum of, *&c.* on, *&c.* all further Advantages, by or in Reſpect of the ſaid Goods being for the proper Accounts of the ſaid *A.* and *B.* then, *&c.*

To pay a Sum of Money to a Perſon, if he helps him to a Purchaſor.

Whereas the above named *B.* hath undertaken to procure, or to be helping and aſſiſting in the procuring and getting a Purchaſor or Purchaſors for the Manor, *&c.* or of ſuch Parts of the ſaid Premiſſes as *C. D. E.* and *F.* (who are by the Proprietors of the ſaid Premiſſes authoriſed and appointed to ſell the ſame) or any three or more of them ſhall think fit; and in Conſideration of the Pains and Trouble of the ſaid *B.* in procuring a Purchaſor or Purchaſors for the ſaid Premiſſes, the above bound *A.* hath agreed to pay and give to the ſaid *B.* the Sum of —— when the ſaid Premiſſes, or ſuch Parts thereof, as the Perſons above mentioned appointed to ſell the ſame, are ſo ſold, and the Purchaſe Money paid for the ſame: **Now,** &c. that if the ſaid *A.* his, *&c.* ſhall and do well and truly pay, or cauſe, *&c.* unto the ſaid *B.* his, *&c.* the ſaid Sum of —— when and as ſoon as the Premiſſes aforeſaid, or ſuch Part thereof, as the Perſons appointed to ſell the ſame ſhall think fit to diſpoſe of, are ſo ſold, and when the Purchaſe Money for the ſame ſhall be received; then, *&c.*

From a Maſter of a Ship, to pay the Value of what Goods ſhall be proved to be imbezilled on board the Ship.

Whereas *A.* Merchant at *A.* on, *&c.* did ſhip on board the Ship *Y.* Burthen about —— Tons, whereof the above bound *B.* was Maſter, (amongſt other Goods) eight Bags of *Cotton*, for his own proper Account and Riſque, conſigned to him the ſaid *A.* and in caſe of Abſence to the above named *C.* as by the Bills of Lading for the ſame, ſigned by the ſaid *B.* may appear: **And whereas** the ſaid *A.* being in Parts beyond the Seas, the ſaid eight Bags of *Cotton* were delivered to the ſaid *C.* and upon the weighing thereof at the King's Beam at the *Cuſtom-houſe*, *London*, the ſame did make out and weigh but ——- *lb.* Weight, neat; and the ſaid *C.* doth alledge that by the Invoice of the ſaid Cotton, the Weight thereof is mentioned to be —— *lb.* neat, and according to the ſaid Invoice, there is wanting —— *lb.* Weight neat of the ſaid Cotton: **Now the Condition,** &c. that if the ſaid *B.* his Heirs, *&c.* do and ſhall well and truly pay, or cauſe to be paid unto the ſaid *C.* his Executors, *&c.* at and after the Rate of —— *per* Bag, for all or ſo much of the ſaid —— *lb.* Weight of the Cotton, which is alledged to be wanting of the ſaid eight Bags thereof as aforeſaid, and which within the Space of 12 Kalendar Months from the Date hereof, ſhall truly and ſufficiently be made appear and proved, was actually laden and delivered aboard the ſaid Ship, by or for the Account of the ſaid *A.* at *A.* aforeſaid; then, *&c.*

From a Maſter of a Ship, to repay the Money paid him for Part of a Ship, with Intereſt, &c. at her Return from the Tranſport Service, the Perſon, to whom it was aſſigned, re-aſſigning the ſame.

(A. *the Maſter to* B.)

Whereas the above named *B.* at the Deſire and Requeſt of the above bound *A.* and under and according to the Agreement herein after mentioned, hath conſented to take; and the ſaid *A.* by Writing or Bill of Sale under his Hand and Seal, bearing Date, *&c.* in Conſideration, *&c.* in Hand, *&c. Hath* granted, *&c.* unto the ſaid *B.* his, *&c.* to his and their own Uſe or Uſes, one full and equal —— Part, of and in all that, *&c.* Relation, *&c.* **Which** ſaid —— or Veſſel is bound out to Sea in his Majeſty's Tranſport Service: **And whereas** it is agreed between the ſaid Parties, and the ſaid *A.* doth hereby agree with the ſaid *B.* that upon the ſaid Ship's Arrival in any Port or Place of *Great Britain*, and Diſcharge from and out of her ſaid Service and Imployment, he the ſaid *A.* ſhall and will pay unto the ſaid *B.* his, *&c.* the Sum of —— *l.* ſo by him paid for the ſaid —— Part of the ſaid —— or Veſſel, with the Appurtenances with Intereſt, after the Rate of, *&c.* for the ſaid Sum, from, *&c.* and likewiſe the ſaid *B.*'s Charges of Inſurance of the ſaid Money upon the ſaid Ship, during her ſaid Service and Imployment, and until ſuch her Arrival and Diſcharge as aforeſaid; and thereupon the ſaid *B.* his, *&c.* ſhall and will re-aſſign the ſaid —— Part of the ſaid —— Veſſel, to the ſaid *A.* his, *&c.* and it is alſo agreed that the ſaid *A.* is to have and take to his own Uſe, all Sums of Money and Profits which ſhall ariſe, be made and become due, for and on Account of the ſaid —— Part of the ſaid —— or Veſſel, during her ſaid Imployment: **Now therefore the Condition,** &c. that if the ſaid *A.* his, *&c.* do and ſhall well and truly pay, or cauſe, *&c.* unto the ſaid *B.* his, *&c.* the ſaid Sum of —— *l.* ſo by him

paid for the ſaid ——Part of the ſaid——or Veſſel, as aforeſaid, together with Intereſt for the ſaid Sum of Money, after the Rate of, &c. and likewiſe all ſuch Sum and Sums of Money, as the ſaid *B.* his, &c. ſhall pay and diſburſe, for and on Account of the Inſurance of the ſaid Money on the ſaid Veſſel, during her ſaid Service and Imployment, and until ſuch her Arrival and Diſcharge therefrom, at any Port or Place in *Great Britain* as aforeſaid, within —— after the firſt and next Return and Arrival of the ſaid Veſſel, at any Port or Place in, &c. and Diſcharge from her ſaid Service and Imployment as aforeſaid, (he the ſaid *B.* his, &c. thereupon re-aſſigning the ſaid recited Bill of Sale, and —— Part of the ſaid —— or Veſſel, unto the ſaid *A.* his, &c. or to ſuch others, as he or they ſhall direct and appoint); then, &c.

To pay a Sum of Money (had and received) towards the Relief of Captives abroad, and to procure their Receipts for the ſame.

Whereas the above bound *A.* hath, on the Date above written, had and received of the above named *B.* the Sum of, &c. for and towards the Relief of the *Engliſh* Captives, now in Slavery at *M.* and other Parts in *B.* to and for the Uſe of all the ſaid *Engliſh* Captives there: **Now the Condition**, &c. that if the ſaid *A.* his Heirs, &c. do and ſhall, within ——next enſuing the Date above written, well and truly pay, or cauſe to be paid unto—— Captives now in Slavery in *M.* and other Parts in *B.* or the Survivors of them the ſaid Sum of ——*l.* **And** ſhall and do alſo, within the Space of——now next enſuing, produce, or cauſe to be produced a Receipt or Receipts, or other Writings from the ſaid —— or the Survivors of them, or the major Part of ſuch Survivors, teſtifying the Payments of the ſaid Sum of —*l.* by his Factors or Agents, to and for the Uſe aforeſaid; then, &c.

To pay ſuch Sums of Money (not exceeding a certain Sum) to a Perſon, as he ſhall diſburſe to procure a Captive Slave's Liberty, if his Liberty be obtained in a limited Time.

Whereas the above named *B.* hath and been requeſted by the above bound *A.* to Uſe and do his beſt Indeavours to procure the Freedom and Inlargement from Captivity of *C.* Captive in, &c. **Now the Condition**, &c. is ſuch, that if the ſaid *A.* his Heirs, &c. ſhall and do within——next, after Sight of any Bill or Bills of Exchange, Letter or Advice, or any other Writings ſubſcribed by the ſaid *C.* mentioning his Freedom and Releaſement from Captivity, well and truly pay, or cauſe to be paid unto the ſaid *B.* his Executors, &c. all ſuch Sum and Sums of Money, as ſhall be diſburſed and laid out for Redemption of the ſaid Captive *C.* by the ſaid *B.* his Executors, Adminiſtrators, Factors or Aſſigns, or any other Perſon or Perſons, by his or their Order, Direction or Appointment, ſo as the ſame do not exceed the Sum of ——Sterling, and ſo as the Freedom of the ſaid *C.* the Captive, be obtained within the Time and Space of —— to be accounted from the Date above written; then, &c.

That if a Perſon follows a Trade within a certain Pariſh, he ſhall pay a certain Sum.

——That if the above bound *E. B.* do or ſhall at any Time or Times hereafter, either directly or indirectly, uſe, exerciſe or follow the Art, Trade or Myſtery of, &c. in any Place or Places within the Pariſh of, &c. or ſhall vend, ſell, utter, or expoſe to Sale any (*a*) Goods, Wares or Merchandiſes whatſoever, that do or ſhall concern, or in any wiſe belong to the Art, Trade or Myſtery of, &c. **Then** if the Executors, Adminiſtrators or Aſſigns, ſhall well and truly pay, or cauſe to be paid unto the ſaid *W. N.* his, &c. the full Sum of, &c. upon Demand thereof, without Fraud, Covin or Delay; then, &c.

(*a*) The Things may be more particularly deſcribed.

III. For peaceable Injoyment, free from Incumbrances, and for further Assurance.

For peaceable Enjoyment of Copyhold Premisses, free, &c. *and for further Assurance,* &c.

Whereas the above bounden *R.* Earl of *B.* together with *K.* Countess of *B.* his Wife, have on the Day of the Date hereof surrendered, assigned, transferred and set over, according to Law and the Customs of the several Manors of which the Premisses herein after mentioned, or some Parts thereof, are held by Copies of Court Roll, or otherwise, *All* that, *&c.* and also all that, *&c.* and all other, *&c.* of the said *R.* Earl of *B.* and the said Countess his Wife, situate, *&c.* (except, *&c.* in) **To the Use** and Behoof of the above named *H.* Lord *C.* and *J. F.* their Heirs and Assigns for ever: **Now the Condition,** &c. that if the said *H.* Lord *C.* and *J. F.* their Heirs and Assigns, shall and do peaceably and quietly hold and enjoy all and singular the before mentioned Premisses, with their and every of their Appurtenances (except before excepted) **Free** and clear of and from all former and other Bargains, Sales, Surrenders, Forfeitures, Charges, Debts and Incumbrances whatsoever, had, made, done, committed or suffered by the said *R.* Earl of *B.* and the said Countess his Wife, or either of them, or of or by any Person or Persons claiming by, from or under the late Father of her the said Countess; **And** also if the said *R.* Earl of *B.* and the said Countess his Wife, and every other Person and Persons, having or lawfully claiming any Right, Title or Interest in the before mentioned Hereditaments and Premisses, or any Part thereof (except before excepted) by, from or under them or either of them, or by from or under the said —— the late Father of her the said —— shall and do, during the Space of seven Years now next insuing, at the Request and Charge of the said *H.* Lord *C.* and *J. F.* their Heirs or Assigns, make, do and execute such further Surrender or Surrenders, and other Assurances whatsoever, for the better Conveying and Assuring of the said Hereditaments and Premisses, and every Part thereof (except as aforesaid) unto and to the Use of the said *H.* Lord *C.* and *J. F.* their Heirs and Assigns, as by their, either or any of their Counsel learned in the Law, shall be reasonably advised and required; then, *&c.*

Quiet Injoyment;

free from Incumbrances;

further Assurance.

From a Husband, that a Purchasor shall peaceably enjoy without any Let, &c. *by Reason of his Wife's Dower,* &c.

Whereas the above bound *A.* and *E.* his Wife, have by Indentures of Lease and Release, the Lease bearing Date, *&c.* and the Release bearing Date, *&c.* (with others in the said Indentures mentioned) granted, *&c.* unto the above named *D.* and his Heirs and Assigns for ever, *All* that, *&c.* therein particularly mentioned, as thereby, Relation, *&c.* **Now the Condition,** &c. that if the said *D.* his Heirs and Assigns, shall and do at all Times hereafter peaceably and quietly have, hold, occupy, possess and enjoy the said, *&c.* so conveyed as aforesaid, and receive and take the Rents, Issues and Profits thereof, without any Let, Suit, Trouble, Claim or Demand, of or by the said *E.* Wife of the said *A.* or any other Person or Persons, by or through her Means, Act, Privity, Right or Procurement, of, for or in Respect of the Dower or Thirds, Right or Title of Dower or Thirds, by the Common Law of *England,* or other Right, Claim or Demand whatsoever, which the said *E.* his Wife, shall or may have or claim, of, in, to or out of all and singular the said Premisses conveyed as aforesaid; then, *&c.*

From one who sold Part of a Ship on Behalf of the Master, that the Purchasor shall peaceably enjoy, and that the Master shall make further Assurance within a certain Time.

Whereas the above named *A.* hath by Bill of Sale, *&c.* (*Recital of a Bill of Sale of a Ship*) now on a Voyage to —— **And whereas** the said *A.* hath so sold the said —— Part of the said Ship, for and on the Behalf of the said *D.* the Master, and the said *B.* is to run the Hazard and Adventure thereof during the said Voyage: **Now the Condition,** &c. That if the said *B.* his, *&c.* shall and do, during the Term of three Years from —— peaceably and quietly have, hold and enjoy the said —— Part of the said Ship or Vessel, and Premisses, with the Appurtenances, by the said recited Bill of Sale mentioned and intended to be granted,

granted, and receive and take the Profits thereof to his and their own Uſe and Uſes, without any Let, *&c.* of or by the ſaid *D.* his, *&c.* or any other Perſon or Perſons whatſoever: And alſo if the ſaid *D.* his Executors, *&c.* and all others claiming or to claim by, from or under him, ſhall and do within the ſaid Term of three Years, at the Requeſt, Coſts and Charges of the ſaid *B.* his Executors, *&c.* make, ſeal and execute ſuch further Acts, Deeds, Grants or Things, for the further Granting, Aſſuring and Confirming the ſaid —— Part of the ſaid Ship and Premiſſes, with the Appurtenances, unto the ſaid *B.* his Executors, *&c.* according to the true Meaning of the ſaid Bill of Sale, as by the ſaid *B.* his Executors, *&c.* or his or their Counſel, ſhall be adviſed and required, then and in ſuch Caſe if the ſaid *B.* his Heirs, *&c.* do well and truly pay or cauſe, *&c.* unto the ſaid *A.* his Executors, *&c.* the ſaid Sum of —— on, *&c.* together with Intereſt for the ſaid Sum of —— after the Rate of —— from the Date of theſe Preſents to the Payment thereof; then, *&c.*

For peaceable Enjoyment of Part of a Ship.

Whereas the above bound *A.* by Bill of Sale under his Hand and Seal, bearing even Date herewith, for the Conſiderations therein mentioned hath granted and ſold unto the above named *B.* one full and equal —— Part of and in all that good Ship or Veſſel, called the —— Burthen —— or thereabouts, now —— whereof —— is Maſter; and of all her Maſts, Sails, Yards, Boat, and other Appurtenances thereunto belonging, as thereby, Relation, *&c.* **Now the Condition,** &c. That if the ſaid *B.* his Executors, Adminiſtrators or Aſſigns, do and ſhall from henceforth at all Times, for ever hereafter, peaceably and quietly have, hold, poſſeſs and enjoy the ſaid —— Part of the ſaid Ship or Veſſel, and Premiſſes, with the Appurtenances, ſo mentioned and intended to be ſold as aforeſaid, without any Let, Suit, Trouble or Interruption, of or by the ſaid *A.* his Executors, Adminiſtrators or Aſſigns, or of or by any other Perſon or Perſons whatſoever; (*Or elſe ſay*, Claiming by, from or under him, them, or any of them) and free and clear of and from all former and other Gifts, Grants, Bargains, Sales, Aſſignments, Debts, Charges, Eſtates, Titles, Troubles and Incumbrances whatſoever, had, made, committed, done or ſuffered by the ſaid *A.* or by any other Perſon or Perſons whatſoever, by or through his Means, Conſent or Procurement; then, *&c.*

The like, of a Ship taken by the French, *and by them ſold to a Merchant, and by him to another.*

THE Bill of Sale is recited as in the laſt, only between the Words, Maſter, *and the Words*, And of all her Maſts, *&c. comes in*, Which Ship was in her —— Voyage to —— taken by the *French*, and was condemned as a Prize, and ſold to the ſaid *A.* at —— *And then ſay*, And all her Maſts, *&c. as in the laſt.* **Now the Condition,** &c. (*as in the laſt*) till by the ſaid *A.* or any other Perſon or Perſons whatſoever; *after which theſe Words come*; [claiming, or which ſhall or may claim any Right, Title or Intereſt of, in or to the ſaid Ship, ſince her Capture and Condemnation, as aforeſaid, or by, from or under the ſame] *and then as before, till the Words*, Perſons whatſoever; *and then comes in*, Since her Capture and Condemnation; then, *&c.*

The like, from one that ſells Part of a Ship by virtue of a Letter of Attorney.

Whereas the above bound *A.* hath, for and on the Behalf of *C.* and as his Agent or Attorney, by virtue of an Order or Power to him in that Behalf ſealed and executed, unto the above named *B.* a Bill of Sale, bearing even Date herewith, for —— Part of the Ship, *&c. as before*; and all Maſts, *&c.* And he the ſaid *A.* hath alſo had and received for and on the Behalf of the ſaid *C.* the Conſideration or Sum paid for the ſaid Part of the ſaid Ship ſo intended to be ſold, as thereby, *&c.* **Now the Condition,** &c. (*as in the laſt but one*) without any Let, Suit, Trouble or Interruption, of or by the ſaid *C.* is Executors, Adminiſtrators or Aſſigns, or the ſaid *A.* or of, from or by any other Perſon or Perſons claiming under them, or either of them, free and clear, *&c.* (*as in the ſame to*) had, made, committed, done or ſuffered by the ſaid *C.* or the ſaid *A.* or by any other Perſon or Perſons whatſoever, by or thro' his, their of any of their Means, *&c.* then, *&c.*

The like from ſeveral Part-Owners.

The Condition, &c. That if the above named *N. O.* his Executors, *&c.* ſhall and do from henceforth, at all Times for ever hereafter, peaceably and quietly have, *&c.* the ſeveral Parts of and in all that good Ship or Veſſel called, *&c.* of the Burthen, *&c.* now, *&c.* whereof —— late was Maſter; which are granted and ſold to the ſaid *N. G.* by the above bound *A. B. C D. E. F. G. H.* and *J. K.* reſpectively, by Writing or Bill of Sale under their Hands and Seals, bearing the Date, *&c.* without any Let, *&c.* free and clear, *&c.* by them the ſaid *A. B. C. D. E. F. G. H.* and *J. K.* reſpectively, or by any other Perſon or Perſons whatſoever, and warranted againſt all Perſons, according to the Purport, true Intent and Meaning of the ſaid recited Bill of Sale, and of their ſeveral and reſpective Covenants therein containtained; then, *&c.*

IV. To produce Deeds.

To produce a loſt Title-Deed when found; and if not found, then to indemnify a Purchaſor, &c.

Whereas by Indenture of Aſſignment bearing even Date with, and ſealed and delivered immediately before the Executing hereof, and made between the above bound *J. L.* (by ſuch other Addition as therein named) of the one Part, and the above named *J. F.* of the other Part, reciting (among other Title Deeds therein recited, relating to a Meſſuage or Tenement, ſituate, *&c.* late belonging to and in the Poſſeſſion of the late Right Honourable the Lady Viſcounteſs *L.* and which by her laſt Will and Teſtament was given to the ſaid *J. L.* his Executors and Aſſigns) an Indenture *Quadripartite*, bearing Date on or about the ſaid firſt Day of *May*, *&c.* and made or mentioned to be made between *R. T.* (by ſuch Addition as therein mentioned) of the firſt Part, *J. R.* (by ſuch Addition as therein alſo mentioned) of the ſecond Part, *A. T.* (by ſuch Addition as therein likewiſe mentioned) of the third Part, and *J. A.* Son of the aforeſaid *J. A.* of the fourth Part; whereby in Conſideration of 5*s.* to the ſaid *R. T.* and of 318*l.* 12*s* to the ſaid *J. A.* the Elder, and of 215*l.* 12*s.* to the ſaid *A. T.* paid by the ſaid *J. A.* the Younger, the ſaid *J. A.* the Elder and *A. T.* (at the Requeſt and by the Direction of the ſaid *R. T.*) and alſo the ſaid *R. T.* did grant, ſell and aſſign unto the ſaid *J. A.* the Younger, as well the therein before recited Indenture of Leaſe and Indenture of Aſſignment, as alſo the Piece of Ground, and the new Meſſuages or Tenements thereon erected, ſituate, *&c.* (whereof the ſaid Meſſuage or Tenement late in the Poſſeſſion of the ſaid Viſcounteſs of *L.* was one of them) *To hold* the ſame to the ſaid *J. A.* the Younger, his Executors, Adminiſtrators and Aſſigns from thenceforth, for the then Reſidue of a Term of 1000 Years therein mentioned, *It is by the ſaid Indenture* of even Date herewith *Witneſſed*, and the ſaid *J. L.* for the Conſideration therein mentioned, had abſolutely ſold and aſſigned unto the ſaid *J. H.* his Executors, Adminiſtrators and Aſſigns, the ſaid Meſſuage or Tenement, with its Appurtenances, ſituate in *Golden Square* aforeſaid, and late in the Occupation of the ſaid Viſcounteſs *L. To hold* to him and them for the now Reſidue of the ſaid Term of 900 Years, as by the ſame Indenture may appear. **And whereas** the above recited Indenture *Quadripartite* of the firſt of *May*, *&c.* being either loſt or miſlaid, and in Regard the ſame relates to the Title of the purchaſed Premiſſes, the ſaid *J. L.* previous to his Executing the ſaid Indenture of even Date herewith, agreed to deliver to the ſaid *J. F.* his Executors, Adminiſtrators or Aſſigns, the ſaid Indenture *Quadripartite*, when found and come to his Hands, and in the mean Time to indemnify the ſaid *J. F.* from all Perſons claiming under the ſame, in ſuch Manner as herein after is mentioned: **Now the Condition,** &c. That if the ſaid *J. L.* his Heirs, Executors or Adminiſtrators, ſhall and do deliver the ſaid Indenture *Quadripartite* of the firſt of *May*, *&c.* when the ſame ſhall be by him or them found, whole and uncancelled, unto the ſaid *J. K.* his Executors, Adminiſtrators or Aſſigns; and in caſe the ſame Deed ſhall not be found and ſo delivered to the ſaid *J. F.* then and in ſuch Caſe if he the ſaid *J. L.* his Heirs, Executors or Adminiſtrators, ſhall and do from Time to Time, and at all Times, in the mean Time well and ſufficiently ſave, keep harmleſs and indemnified the ſaid *J. F.* his Executors, Adminiſtrators and Aſſigns, and his and their Real and perſonal Eſtates, and alſo the ſaid Meſſuage, or Tenement and Premiſſes, ſo to him and them now aſſigned as aforeſaid, of and from all Actions, Suits, Coſts, Charges, Damages and Expences whatſoever, which ſhall or may be brought or commenced againſt him or them by any Perſon or Perſons whomſoever, who ſhall or may claim the ſaid Meſſuage, or Tenement and Premiſſes, by, from or under the ſaid

Indenture

Indenture *Quadripartite*, and which the ſaid *J. F.* his Executors, Adminiſtrators or Aſſigns, ſhall or may pay, expend, ſuſtain or be put unto in reſpect thereof; then, *&c.*

V. To execute Writings, to ſurrender Copyhold Lands, to transfer Stocks, and to iſſue a Commiſſion of Bankruptcy.

To convey an Eſtate at a Time to come free from Incumbrances, and in the mean Time the Obligee to receive the Profits.

THE Condition of this Obligation is ſuch, That if the above bound *A. B.* do and ſhall upon and at the Requeſt of the ſaid *C. D.* his Heirs or Aſſigns, on or before the —— next enſuing the Date above written, convey and aſſure, or cauſe to be well and ſufficiently conveyed and aſſured, unto the ſaid *C. D.* his Heirs and Aſſigns, or to ſuch other Perſon and Perſons, and his and their Heirs, as the ſaid *C. D.* ſhall nominate and appoint, and to ſuch Uſes as he ſhall direct, one Meſſuage or Tenement, *&c.* ſituate —— now in the Poſſeſſion of —— by ſuch Conveyances and Aſſurances in the Law, as by the ſaid *C. D.* his Heirs and Aſſigns, or his or their Counſel learned in the Law, ſhall be reaſonably deviſed, or adviſed and required, freed and diſcharged of and from all Incumbrances whatſoever, except, *&c.* And alſo if the ſaid *A. B.* his, *&c.* and either of them, do and ſhall, until ſuch Conveyance and Aſſurance be made and executed as aforeſaid, permit and ſuffer the ſaid *C. D.* his Heirs and Aſſigns, peaceably and quietly to have, receive and take to his and their own proper Uſe and Uſes, the Rents, Iſſues and Profits of all and ſingular the Premiſſes, and of every Part and Parcel thereof, without any Manner of Let, Suit, Trouble, Diſturbance, Hindrance or Denial of the ſaid *A. B.* his, *&c.* or any of them, or of any other Perſon or Perſons whatſoever, by his or their, or any of their Means, Right, Title or Procurement; then, *&c.* or elſe, *&c.*

To execute an Aſſignment.

—— (*As in the laſt to the Words*, Date above written) ſeal and execute a good and ſufficient Aſſignment in the Law, of all ſuch Eſtate and Intereſt as he the ſaid *E. M.* now hath in the Lands and Tenements of —— in —— unto the above named *C. D.* his Heirs or Aſſigns, or to ſuch other Perſon or Perſons as the ſaid *C. D.* ſhall nominate and appoint, and to ſuch Uſes as he ſhall direct; then, *&c.* or elſe, *&c.*

To ſeal and deliver the Counterpart of a Deed.

—— Seal and ſubſcribe the Counterpart of one Deed indented, bearing Date the —— made between the above named *C. D.* of the one Part, and the ſaid *A. B.* of the other Part; and the ſame ſo ſealed and ſubſcribed do, in the Preſence of two or more credible Witneſſes, deliver as his proper Act and Deed, to the only Uſe and Behoof of the ſaid *C. D.* then, *&c.* or elſe, *&c.*

From a Perſon as Surety for a Leſſee who is beyond Sea, that as ſo n as he returns he ſhall execute a Counterpart of a Leaſe granted in his Abſence; and that in the mean Time the Surety ſhall pay the Rent, and perform the Covenant.

WHEREAS the above named *A.* and *B.* have on, *&c.* duly executed to the Uſe of *C.* of, *&c.* Brother of the above named *D.* an Indenture of Leaſe under their Hands and Seals, bearing Date, *&c.* of all that their, *&c.* for the Term of —— Years from, *&c.* at the yearly Rent, *&c.* payable as therein is mentioned, as thereby, Relation, *&c.* and have delivered the ſaid Leaſe unto the ſaid *D.* for the Uſe and on the Behalf of his ſaid Brother *C.* which ſaid *C.* is at preſent abroad beyond the Seas, ſo that he cannot ſeal and execute the Counterpart of the ſaid Indenture of Leaſe: Now therefore the Condition, &c. That if the ſaid *C.* ſhall and do within —— next after his Return and Arrival at *L.* in due Form of Law ſeal and execute unto or to the Uſe of the ſaid *A.* and *B.* their Heirs and Aſſigns, the Counterpart of the ſaid Indenture of Leaſe, and deliver the ſame ſo executed unto them, or ſome of them; and if in the mean Time, and while and until the ſaid *C.* ſhall ſo return, and execute and deliver the Counterpart of the ſaid Leaſe, the ſaid yearly Rent of —— *l.* reſerved and made payable by the ſaid Indenture of Leaſe, ſhall be duly paid by the ſaid *C.* his Executors,

tors, &c. or ſome of them, according as the ſame is therein reſerved and made payable; and alſo in the mean Time, until the ſaid *C.* ſhall ſo return, and execute and deliver the Counterpart of the ſaid Leaſe as aforeſaid, all the Covenants, Articles, Clauſes and Agreements contained in the ſaid Indenture of Leaſe, on the Part and Behalf of the ſaid *C.* his Executors, &c. to be done and performed, ſhall be obſerved, kept and performed by the ſaid *C.* his, &c. or ſome of them, according to the true Meaning of the ſaid Indenture of Leaſe, and of theſe Preſents; then, &c.

From a Tenant, that on a Rector's procuring the Conſent, &c. *of the Biſhop of* London, *and the Drapers Company, to grant him a Leaſe of a Meſſuage,* &c. *he will pay a Fine and Charges, and ſeal a Counterpart.*

Whereas the above named *C. D.* hath agreed, with the Conſent and Confirmation of the Lord Biſhop of *London*, and the Maſter and Wardens, Brothers and Siſters of the Guild or Fraternity of the Myſtery of Drapers of the City of *London*, Patrons of the Pariſh Church of *St. M.* in the City of *London*, when the ſame can be procured, to grant unto the above bound *A. B.* a Leaſe of all that Meſſuage, &c. for the Term of 40 Years, from —— at the yearly Rent of —— to be paid quarterly, and with, under and according to the ſeveral Exceptions, Covenants, Proviſoes and Agreements contained in an Ingroſſment of the ſaid intended Leaſe and Counterpart thereof, approved of and for that Purpoſe ſigned by the ſaid *C. D.* and the ſaid *A. B.* which Leaſe, when duly executed and confirmed, as aforeſaid, the ſaid *A. B.* hath agreed to accept, and at the ſame Time to pay to the ſaid *C. D.* to and for his own proper Uſe, the Sum of —— *l.* and alſo to execute a Counterpart thereof to the ſaid *C. D.* and hath alſo agreed to pay the Charge of the Confirmation of the ſaid Leaſe, ſo as the ſame ſhall not exceed the Sum of —— *l.* **Now the Condition,** &c. That if upon Delivery or Tender made of the ſaid Leaſe of the ſaid Premiſſes unto or for the ſaid *A. B.* his Executors, &c. or ſome or one of them at —— duly ſigned, ſealed and executed by the ſaid *C. D.* in the Preſence of, and atteſted by two or more credible Witneſſes, and confirmed as aforeſaid, the ſaid *A. B.* his Heirs, &c. or ſome of them, ſhall and do accept thereof, and ſhall then alſo, and at the ſame Time and Place, pay, &c. unto the ſaid *C. D.* his, &c. the ſaid Sum of —— and all ſuch Charges as the procuring the Confirmation of the ſaid Leaſe ſhall amount unto, ſo as the ſame ſhall not exceed the Sum of —— *l.* and ſhall then alſo ſeal and execute a Counterpart of the ſaid Leaſe to the ſaid *C. D.* then, &c.

For the Father to give by Deed or Will to his youngeſt Son a third Part of his Eſtate at his Death, &c.

Whereas the above bound *O. P.* has by his now Wife *A.* three Children now living, *viz. A. P. B. P.* and *C. P.* his youngeſt Son, aged about —— Years, and he the ſaid *O. P.* their Father, having had great Loſſes by bad Debts in his Trade, and the Reſidue of his Subſtance conſiſting chiefly in Stock for carrying on the ſame for the Maintenance of himſelf and Family, and is not able to advance Monies to place out his ſaid Children to ſome Trade or Buſineſs, whereby to enable them to make a future Support for themſelves; in Regard whereof, and out of Love and Kindneſs which the above named *X. Y.* hath for *C. P.* the youngeſt Son of the ſaid *O. P.* he the ſaid *X. Y.* of his own free Will, hath agreed to take the ſaid *C. P.* the Son into his Care and Cuſtody, and at his Charge to find him in Clothes and other Neceſſaries, and to advance Monies for the placing him out to ſome Trade, Buſineſs or Employment, whereby he may be enabled to get his own Living, and to advance himſelf in the World; *In Conſideration* whereof the ſaid *O. P.* the Father hath agreed, that immediately after his Deceaſe the ſaid *C. P.* his Son, his Executors and Adminiſtrators, ſhall be intitled to and have one full third Part of all ſuch Eſtate of what Nature or Kind ſoever, as he the ſaid *O. P.* the Father ſhall die poſſeſſed of or any ways intitled unto; *Subject nevertheleſs* to his Wife's third Part therein, in caſe ſhe him ſurvive and outlive: **Now the Condition,** &c. That if the ſaid *O. P.* the Father, at any Time before his Death, by any Deed or Writing, or by his laſt Will and Teſtament in Writing, to be by him duly executed, ſhall and do abſolutely give, deviſe and bequeath one full third Part of all ſuch Eſtate, of what Nature or Kind ſoever, as he the ſaid *O. P.* the Father ſhall be poſſeſſed of or any ways intitled unto at the Time of his Death, (**Subject nevertheleſs** to his Wife's third Part therein, in caſe ſhe him ſurvive as aforeſaid) unto the ſaid *C. P.* his youngeſt Son, if then living; but if dead, then the ſame to go to his Executors and Adminiſtrators, to and for his and their own Uſe and Benefit; then the ſaid Obligation to be void, &c.

From ſeveral Perſons on their conveying Lands to a Purchaſor, that a Minor (intereſted) when he attains his Age, or if he dies before his Age, and without Iſſue, that one of the Obligors in particular (who has the Reverſion) ſhall execute ſuch Conveyance for the Confirmation thereof to the Obligee, as he, &c. *ſhall deviſe.*

WHereas, &c. [*Recital of a Conveyance from the Obligors and others to the Obligee, and the Recitals therein, wherein it appeared that one* J. K. *concerned in the Fee, was not of Age.*] And whereas in Conſideration of the ſaid Sum of —— *l.* ſo paid for the Purchaſe of the ſaid Premiſſes as aforeſaid, the ſaid *A. B. C. D.* and *E. F.* at Sealing the ſaid recited Indenture *Tripartite*, agreed, that the ſaid *J. K.* and his Heirs, on his Attainment of his Age of 21 Years, ſhall at the Requeſt and Charges of the ſaid *L. M.* his Heirs and Aſſigns, ſeal and execute a Conveyance or Conveyances of the ſaid, *&c.* unto and to the Uſe and Behoof of the ſaid *L. M.* his Heirs and Aſſigns, as herein after is mentioned: Now the Condition, &c. That if the ſaid *J. K.* and his Heirs, ſhall and do upon Attainment of his Age of 21 Years; and in caſe of his Deceaſe before Attainment of the ſaid Age, or without Iſſue of his Body, if the ſaid *A. B.* or ſuch other Perſon or Perſons to whom the Right of Inheritance of the ſaid Premiſſes, by Virtue of the ſaid Will of the ſaid *G. H.* ſhall then belong, ſhall and do at the Requeſt, Coſts and Charges in the Law of the ſaid *L. M.* his Heirs or Aſſigns, ſeal and execute in due Form of Law, ſuch Conveyance or Conveyances, Aſſurance or Aſſurances, for granting, aſſuring, conveying and confirming unto and to the Uſe of the ſaid *L. M.* his Heirs and Aſſigns, the ſaid, *&c.* and all and ſingular the ſaid Premiſſes, by the ſaid recited Indentures *Tripartite* mentioned to be granted, *&c.* and all his, their and every of their Eſtate, *&c.* of, in and to the ſame, in ſuch Manner, as by the ſaid *L. M.* his Heirs or Aſſigns, or his or their Counſel learned in the Law, ſhall be reaſonably adviſed and required, ſo as ſuch Conveyance or Conveyances, Aſſurance or Aſſurances, contain therein no farther or larger Warranty or Covenant, than againſt the Act or Acts of the Party or Parties required to make and execute the ſame, or any claiming by, from or under them, or by, from, under or in Truſt for the ſaid *G. H.* deceaſed, and ſo as the Party or Parties required to make and execute ſuch Conveyance or Aſſurances, be not compelled or compellable to travel from his or their Place of Abode, for the making and executing thereof; then, *&c.*

To execute an Aſſignment of a Leaſe.

WHereas the above bound *A.* in Conſideration of the Sum, *&c.* at, *&c.* the Receipt, *&c.* and of the further Sum of —— *l.* to be paid him by the ſaid *C.* upon executing the Conveyance or Aſſignment of the Premiſſes, as hereunder is mentioned; he the ſaid *A.* hath agreed, and doth hereby agree with the ſaid *C.* that he the ſaid *A.* and *D.* his Wife, and all others, claiming or to claim under or in Truſt for them, ſhall and will at the Coſts and Charges of the ſaid *A.* on or about the, *&c.* next enſuing the Date above written, ſell, aſſign and aſſure unto the ſaid *C.* his Executors, *&c.* all that Meſſuage, *&c.* and all their Term of Years therein to come from, *&c.* being —— Years, which was granted and aſſigned from *E.* unto *F.* by Indenture bearing Date, *&c.* and by him aſſigned to the ſaid *A.* and *D.* his Wife: Now the Condition, &c. that if the ſaid *A.* and *D.* his Wife, their Executors, *&c.* and all others lawfully claiming, by, from, under or in Truſt for them, or either of them, ſhall and do, on or before the ſaid, *&c.* next enſuing the Date hereof, at, *&c.* in, *&c.* accordingly ſell, aſſign and aſſure unto the ſaid *C.* his Executors, *&c.* the ſaid Meſſuage, *&c.* with the Appurtenances, ſo agreed to be ſold and aſſigned as aforeſaid; and all the Eſtate, *&c.* of the ſaid *A.* and *D.* his Wife, or any others in Truſt for them, or either of them, of, in or to the ſaid Premiſſes, in ſuch Manner as the Counſel of the ſaid *C.* ſhall adviſe; he the ſaid *C.* upon executing the ſaid Aſſignment, paying the ſaid —— *l.* remaining to be paid for the full Purchaſe of the ſaid Premiſſes; then, *&c.*

For a Mortgagor to renew a Leaſe mortgaged, and to aſſign it for Security.

(A. *to* B.)

WHereas by Indentures, bearing Date, &c. made between the ſaid *A.* of the one Part, and the ſaid *B.* of the other Part, the ſaid *A.* in Conſideration, &c. did demiſe, &c. unto the ſaid *B.* all that, &c. which were demiſed by Indentures of Leaſe, bearing Date the, &c. from the Right Worſhipful *C.* Doctor in Divinity, Dean of the Cathedral Church of *Ely*, and the Chapter of the ſame, unto the ſaid *A.* to hold from the, &c. for all the Reſidue of the Term of 21 Years by the ſaid Leaſe granted, under a Proviſo for making void thereof on Payment of the Sum of——with Intereſt, after the Rate of, &c. at the Time therein mentioned and ſince paſt: **And whereas** by one other Indenture, bearing Date, &c. the ſaid *A.* hath charged the ſaid Premiſſes as a Security unto the ſaid *B.* as well for the Sum of——*l.* then lent with Intereſt, after the Rate of, &c. as of the aforeſaid —— *l.* and Intereſt thereof: **And whereas** by Indorſement on the firſt recited Indenture, under the Hand and Seal of the ſaid *A.* bearing Date the, &c. the ſaid *A.* hath charged the ſaid Premiſſes as a Security unto the ſaid *B.* for the further Sum of —— *l.* then borrowed of the ſaid *B.* and Intereſt thereof, as well as for the aforeſaid two ſeveral Sums of—— and —— and Intereſt thereof: **And whereas** the ſaid three ſeveral Principal Sums of —— *l.* —— *l.* and —— *l.* and every of them, and every Part thereof, on the Day of the Date hereof, are and is due, owing and unpaid unto the ſaid *B.* and there is likewiſe due and owing unto the ſaid *B.* for Intereſt of the ſaid ſeveral Sums, to the Day of the Date hereof, the Sum of —— *l.* amounting in all, Principal and Intereſt, to the Sum of ——: **And whereas** the ſaid *A.* is now about renewing the ſaid Leaſe of the aforeſaid Manor, &c. from the Dean and Chapter of *Ely*, and he the ſaid *B.* at the Requeſt of the ſaid *A.* hath delivered to the ſaid *A.* the aforeſaid Indenture of Leaſe, made and granted of the ſaid Premiſſes, by and from the Dean and Chapter of *Ely*, that the ſame be ſurrendered, to the Intent a new or further Leaſe may be procured, renewed and taken by the ſaid *A.* and to the Intent the ſaid new Leaſe, when ſo granted by the ſaid Dean and Chapter, may be by the ſaid *A.* his Executors or Adminiſtrators, aſſigned unto the ſaid *B.* his Executors, &c. for ſecuring the Payment of the ſaid ſeveral Sums of Money ſo due and owing unto the ſaid *B.* amounting together to——as aforeſaid, together with Intereſt for the ſame, after the Rate of, &c. which the ſaid *A.* hath agreed, and doth hereby agree to aſſign accordingly: **Now therefore the Condition**, &c. is ſuch, that if the ſaid *A.* his Heirs, &c. ſhall and do on, &c. at his own proper Coſts and Charges, procure, obtain, renew and take of and from the Dean of the ſaid Cathedral Church of *Ely*, and the Chapter of the ſame, a new or further Leaſe or Term of 21 Years, commencing from, &c. of the ſaid Manor, &c. in and by the ſaid recited Indenture of Leaſe granted and letten, at and under the like Rent and Covenant as are reſerved and contained in and by the ſaid recited Indenture of Leaſe; **And alſo** if the ſaid *A.* his Heirs, &c. and all others claiming or to claim under or in Truſt for him or them, ſhall and do at his and their like Charge, on, &c. ſeal, execute and deliver unto the ſaid *B.* his Executors, &c. a ſufficient Aſſignment of the ſaid new or further Leaſe ſo to be procured, renewed and taken of the Premiſſes aforeſaid, by way of Mortgage, in ſuch Manner as the Counſel of the ſaid *B.* his, &c. ſhall adviſe and require for ſecuring the ſaid ſeveral Sums of Money, amounting to——ſo due and owing to the ſaid *B.* for Principal and Intereſt as aforeſaid, together with Intereſt for the ſaid ſeveral Sums, and ſubject to a Proviſo to be therein contained for making void thereof, upon Payment of the ſaid full and intire Sum of——with Intereſt, within the Space of——Months next after the Date above written; then, &c.

Bond to procure an Infant to ſeal a Deed when of Age.

WHereas by certain Indentures of Leaſe and Releaſe, bearing equal Date with theſe Preſents, and made between the above bound *J.R.* *A.R.* and *C.R.* an Infant, and as yet under the Age of 21 Years, of the one Part, and the above named *S.W.* of the other Part, he the ſaid *S.W.* purchaſed to him and his Heirs, *All* that Meſſuage or Tenement, (*take the Parcels as in the Releaſe*) *As* by the ſame Releaſe more particularly mentioned, limited and expreſſed, it doth and may appear; **And forasmuch** as the ſaid *C.R.* is incapable of executing the ſaid Leaſe and Releaſe, by Reaſon of her Nonage as aforeſaid, **He** the ſaid *J.R.* hath promiſed and agreed, and hereby **Doth** oblige and bind himſelf to procure the ſaid *C.R.* when ſhe ſhall attain to the full Age of 21 Years; (or in caſe ſhe departs this Life before ſuch Age), then ſuch Perſon or Perſons, who may in any wiſe claim, or be intereſted in

in the ſaid Premiſſes, under or by her the ſaid *C. R.* to ſign, ſeal and deliver the aforeſaid Deeds of Leaſe and Releaſe, or any other Deed or Conveyance of the ſaid Premiſſes, in due Form of Law, unto the ſaid *S. W.* his Heirs or Aſſigns; **The Condition** therefore of the above written Obligation is ſuch, that if the above bounden *J. R.* his Heirs, Executors or Adminiſtrators, do and ſhall within the Space of two Months next, and immediately after the ſaid *C. R.* ſhall attain to the full Age of 21 Years, not only cauſe and procure the ſaid *C. R.* (but in caſe the ſaid *C. R.* depart this Life before ſhe ſhall attain to ſuch her full Age, or have executed the ſaid Indentures of Leaſe and Releaſe) then ſuch other Perſon and Perſons, that do or ſhall claim any Title or Eſtate in the Premiſſes, in the ſaid Indenture granted by, from or under the ſaid *C. R.* in due Form of Law, to ſign, ſeal and deliver the ſame Deeds, or any other Deeds or Conveyances to the ſaid *S. W.* his Heirs or Aſſigns, for the Aſſuring the ſame Premiſſes, as by the ſaid *S. W.* his Heirs or Aſſigns, his or their Counſel learned in the Law, ſhall be reaſonably deviſed, adviſed or required. **In Witneſs**, &c.

Another, to procure an Heir at Law to convey when of Age, and for quiet Enjoyment, &c.

Whereas the above bound *J. K.* by Indentures of Leaſe and Releaſe, the Releaſe bearing even Date herewith, and made between the ſaid *J. K.* (by the Name of, *&c.* Widow and Relict of *R. K.* late of, *&c.* her late Huſband, deceaſed, and the only Child and Heir of *W. R.* late of, *&c.* deceaſed, by *E.* his Wife) of the one Part, and the above named *R. H.* (by the Name of *R. H.* Gent. only Son and Heir of *R. H.* late of the *Inner Temple, London*, Eſq; deceaſed) of the other Part, for the Conſiderations therein mentioned **Hath** granted, *&c.* unto the ſaid *R. H.* the Son, *All* that, *&c. To hold* the ſame Premiſſes unto and to the Uſe of the ſaid *R. H.* the Son, his Heirs and Aſſigns for ever: **Now the Condition** of the above written Obligation is ſuch, that if *K. K.* (the only Child of *R. K.* of, *&c.* by *K.* his late Wife, deceaſed, being now an Infant of the Age of 17 Years, or thereabouts) at any Time or Times after ſhe the ſaid *K. K.* the Daughter, ſhall have attained the Age of 21 Years, if then ſole and unmarried, and if then married, the ſaid *K.* and her Huſband do and ſhall (at the Requeſt, Coſts and Charges of the ſaid *R. H.* the Son, his Heirs or Aſſigns,) duly execute all and every further Conveyances and Aſſurances, or do, commit and ſuffer any Act, Deed, Matter or Thing, for the better Confirmation and Aſſurance of the ſaid Meſſuages, Cloſe or Ground, Hereditaments and Premiſſes, and every Part thereof, unto and to the Uſe of the ſaid *R. H.* the Son, his Heirs and Aſſigns, diſcharged of all Prior Grants, Charges and Incumbrances by the ſaid *K.* the Daughter, or her ſaid Huſband, done, committed or ſuffered; and if the ſaid *R. H.* the Son, his Heirs and Aſſigns, ſhall and may at all Times hereafter peaceably and quietly have, hold and enjoy, all and ſingular the ſaid Hereditaments and Premiſſes, and receive and take the Rents, Iſſues and Profits thereof, to his and their own Uſe, without any Let, Suit, Interruption, Claim or Demand of the ſaid *K. K.* the Daughter, or any Iſſue of her Body, or any other Perſon or Perſons, having or lawfully claiming any Eſtate, Right, Title or Intereſt, of, in or to the ſaid Hereditaments and Premiſſes, or any Part thereof, by, from or under her the ſame *K.* or any of the Iſſue of her Body; then the ſaid Obligation to be void, otherwiſe to remain in full Force and Virtue.

From three Perſons to procure another Perſon, when of Age, to execute an Aſſignment to a fifth Perſon, and in caſe of the Infant's Death to make further Aſſignment, &c.

Whereas by Indenture *Tripartite* of Aſſignment, bearing Date the Day next before the Day of the Date hereof, and made between *J. J.* the Younger, *&c.* of the firſt Part, and the above bound *J. J.* by the Name of, *&c.* Father of the ſaid *J. J.* the Younger, of the ſecond Part, and the above named *T. L.* of the third Part; *Whereby* (after reciting as therein is recited, and for the Conſiderations therein mentioned and expreſſed) the ſaid *J. J.* the Younger, is mentioned to have abſolutely granted, *&c.* unto the ſaid *T. L.* as well his the ſaid *J. J.*'s Moiety, of and in three Meſſuages or Tenements, *&c.* ſituate, *&c.* which in and by an Indenture of Leaſe therein recited had been demiſed to *T. M.* and by him aſſigned to *J. H.* ſince deceaſed, and which by *A. H.* Widow, his Relict and Adminiſtratrix, had been aſſigned to them the ſaid *J. J.* the Younger, and *F. L.* with their Appurtenances, as alſo his the ſaid *J. J.*'s Moiety or Half-Part, and all other his Share and Intereſt, as well of and in all and ſingular the Houſhold-Goods, Furniture and Stock in Trade, then late of the ſaid *A. H.* which had been by her, by a Bill of

of Sale alſo therein recited, bargained and ſold to them the ſaid *J. J.* the Younger, and *F. L.* as of and in any other Goods or Stock in Trade, purchaſed by them, or either of them, on Account of an Agreement, touching their Copartnerſhip therein recited; as likewiſe one Moiety —— and all other the Share and Intereſt of him the ſame *J. J.* of and in all and every the Debts, as were then due and owing to them the ſame *J. J.* and *T. L.* on Account of their ſaid Copartnerſhip therein recited, to have been carried on between them, and which Copartnerſhip, by the Indenture now reciting, is thereby finally ended, diſcontinued, diſſolved and made void, or intended ſo to be; and all the Eſtate, Right, Intereſt, Property, Claim and Demand whatſoever of him the ſame *J. J.* of, in and to all and ſingular the hereby aſſigned Premiſſes; *To hold* the ſaid Moiety of the ſaid aſſigned Leaſehold Premiſſes, unto the ſaid *T. L.* his, *&c.* from thenceforth for and during all the Reſidue of a Term of 21 Years, by the ſaid Indenture of Leaſe granted, which was then to come and unexpired; (*Subject nevertheleſs* to the Payment and Performance of the Rent and Covenants in the ſaid Indenture of Leaſe reſerved and contained), and *To have*, hold, receive, take and enjoy the ſaid Moiety, and other the Share and Intereſt of the ſaid thereby aſſigned Houſhold-Goods, Stock in Trade and Debts, unto the ſaid *T. L.* his Executors and Aſſigns, from thenceforth for ever; as by the ſaid recited Indenture of Aſſignment, duly executed by them the ſaid *J. J.* the Father, and *T. L.* Relation, *&c.* **And whereas** the ſaid *J. J.* the Younger, not having attained his full Age of 21 Years, (wanting about——thereof) has not yet executed the ſaid Indenture, but has agreed ſo to do, immediately after he ſhall attain his Age of 21 Years, and for which Purpoſe the ſaid Indenture is now lodged in the Hands of the above bound *E. D.* **Now the Condition** of the above written Obligation is ſuch, that if the ſaid *J. J.* the Younger, within—Days next after he ſhall attain his ſaid Age of 21 Years, ſhall and do, in due Form of Law, ſign, ſeal and deliver the ſaid recited Indenture of Aſſignment, bearing Date the Day next before the Day of the Date hereof; **And** in caſe of the Death of the ſame *J. J.* before his Executing of the ſame Indenture; that then and in ſuch Caſe, if the Executors or Adminiſtrators of the ſaid *J. J.* the Younger, ſhall and do within——Months next after his Death (at the Coſts and Charges of the ſaid *J. L.* his Executors, Adminiſtrators or Aſſigns, and as by his or their Counſel ſhall in that Behalf be reaſonably adviſed and required) duly execute, ſeal and deliver unto him or them, a good and ſufficient Aſſignment of his the ſame *J. J.*'s Moiety, of and in the ſaid Leaſehold Meſſuage, Stock, Debts, and all and ſingular other the Premiſſes, mentioned and compriſed in the ſaid Indenture of Aſſignment, bearing Date the Day next before the Day of the Date hereof, and ſo intended to be aſſigned to the ſaid *T. L.* as aforeſaid; and that free and clear of and from all Charges and Incumbrances whatſoever, by him the ſaid *J. J.* the Younger, his Executors or Adminiſtrators, in the mean Time done, committed or ſuffered; **And** alſo if the ſaid *T. L.* his Executors, Adminiſtrators or Aſſigns, ſhall and do in the mean Time, and at all Times, peaceably and quietly have, hold, poſſeſs and enjoy all and ſingular the ſame Premiſſes, without any Let, Suit, Trouble, Interruption or Diſturbance whatſoever, of or by the ſaid *J. J.* the Younger, his Executors or Adminiſtrators, or of or by any other Perſon or Perſons whomſoever, lawfully claiming the ſame Premiſſes, by, from or under him or them; then, *&c.*

To aſſign over a Patent when paſſed under the Great Seal.

Whereas the above bound *A.* hath received and borrowed of the above named *B.* the Sum of, *&c.* for which ſaid Sum the ſaid *A.* hath on, *&c.* given unto the ſaid *B.* one Bond or Obligation, in the Penalty of —— *l.* conditioned for Payment of the ſaid Sum of —— *l.* with Intereſt, on, *&c.* as thereby may appear: **And whereas** his preſent Majeſty King —— hath granted unto the ſaid *A.* one Annuity, Penſion or yearly Sum of —— *l.* out of the Rents, Profits and Revenues ariſing by the Office, called the Penny-Poſt Office, for the Term of —— Years, to commence from the, *&c.* for which ſaid Annuity, Penſion or yearly Sum, a Patent is paſſing under the Great Seal of *England:* **And whereas** the ſaid *A.* hath agreed, and doth hereby agree with the ſaid *B.* to aſſign the ſaid Annuity, Penſion or yearly Sum of —— *l.* and Letters Patents aforementioned, when and as ſoon as the ſame are granted and paſſed, for the better Security and more ſure Payment of the ſaid Sum of —— *l.* with Intereſt, according to the Condition of the ſaid recited Obligation: **Now the Condition**, &c. that if the ſaid *A.* his Executors, *&c.* ſhall and do within——Days next after the ſaid Letters Patent ſhall be ſo granted and paſſed for the ſaid Annuity, Penſion or yearly Sum of —— *l.* at his and their own proper Charge, aſſign, transfer and ſet over, in due Form of Law, the ſaid Letters Patent and Annuity, Penſion or yearly Sum of——aforeſaid, and all his Right, *&c.* of, in and to the ſame, for all the Term of Years in the ſaid Patent to be granted and mentioned, with full Power and Authority, to and for the ſaid *B.* his Executors, *&c.* to demand and receive the ſame, for and as a Collateral or further Security for the more ſure Payment of the ſaid —— *l.* by him lent, with Intereſt, and to be void on full Payment thereof,

thereof, ſo and in ſuch Manner, as by the Counſel learned in the Law of the ſaid *B.* his Executors, *&c.* ſhall be reaſonably adviſed and required; then, *&c.*

To deliver and re-aſſign a Tally at a certain Time.

Whereas the above named *B.* did on, *&c.* deliver or aſſign unto the above bound *A.* a Tally in his Majeſty's Exchequer, ſtruck and granted unto the ſaid *B.* for —— *l.* on the —— Day of ——— 1695. upon an Act, *For granting to his Majeſty certain Duties upon Births, Marriages, Burials,* &c. payable after 37030, together with the Order thereon, N° (——) upon which ſaid Talley and Order, the ſaid *B.* hath had and received of the ſaid *A.* the Sum of ——*l.* which ſhe hath offered, and is ſtill ready to repay, and hath often demanded and requeſted of the ſaid *A.* to deliver and re-aſſign to her the aforeſaid Talley and Order, which the ſaid *A.* hath without the Knowledge and Conſent of the ſaid *B.* in that Behalf, delivered or aſſigned to ſome other Perſon, but hath promiſed and agreed, on or before the —— Day of —— next enſuing the Date above written, to deliver and legally to aſſign, or cauſe to be delivered and aſſigned to the ſaid *B.* the ſaid Tally and Order, ſhe at the ſame Time paying him the ſaid Sum of ——*l.* which ſhe hath received of him as aforeſaid, or ſo much thereof as ſhall remain after deducting or allowing thereof what Intereſt hath been received thereon ſince her Delivery thereof: **Now the Condition,** &c. that if the ſaid *A.* his Executors, *&c.* ſhall and do, on, *&c.* deliver and legally aſſign, or cauſe to be delivered and legally aſſigned unto her the ſaid *B.* her Executors, *&c.* the ſaid Tally and Order, free of all Incumbrances by him or them to be done or committed, and ſhall and do at the ſame Time pay and allow unto the ſaid *B.* what Intereſt hath been received thereon ſince her Delivery thereof, ſhe or they at the ſame Time paying the ſaid Sum of —— *l.* unto the ſaid *A.* or ſo much thereof as ſhall remain, after deducting and allowing thereout the Intereſt received as aforeſaid; then, *&c.*

From an Owner of Part of a Ship, that an Owner of another Part of a Ship, (he being abroad) ſhall execute a Bill of Sale thereof, the Owners of all the other Parts having executed the ſame.

Whereas *C.* of, *&c.* Owner of one full Quarter or Fourth Part of and in all that good Ship or Veſſel, called, *&c.* Burthen, *&c.* now, *&c.* whereof, *&c. F.* of, *&c.* Owner of one other Quarter or Fourth Part of the ſaid Ship, the above bound *A.* Owner of one other Quarter or Fourth Part of the ſaid Ship, *G.* of, *&c.* Owner of one Eighth Part of the ſaid Ship, by a certain Writing or Bill of Sale, bearing Date, *&c.* in Conſideration, *&c.* have granted, *&c.* to the ſaid *B.* the ſeveral Parts and Shares of and in the ſaid Ship, whereof they are Owners as aforeſaid, and of all and ſingular the Maſts, *&c.* to hold, *&c.* as thereby, Relation, *&c.* **And whereas** *H.* and *J.* of *N. E.* Merchants, are Owners of the other Eighth Part of the ſaid Ship, and are made Parties to the ſaid recited Bill of Sale; but being abſent from *L.* the ſaid *A.* hath undertaken and agreed with the ſaid *B.* that they ſhall duly execute the ſaid recited Bill of Sale, or otherwiſe by ſome other Deed or Writing ſufficiently convey the ſaid Eighth Part of and in the ſaid Ship, with her Appurtenances, unto the ſaid *B.* and thereupon the ſaid *B.* hath paid unto the ſaid *A.* the Sum of ——*l.* being the full Sum, which the ſaid eighth Part of the ſaid *H.* and *J.* of and in the ſaid Sum of ——*l.* the Purchaſe Money for the ſaid Ship amounts unto: **Now the Condition,** &c. that if the ſaid *H.* and *J.* their Executors, *&c.* ſhall and do, within —— after the Date above written, duly ſign, ſeal and execute the ſaid recited Writing or Bill of Sale of the ſaid eighth Part of the ſaid Ship, to the ſaid *B.* as aforeſaid, or otherwiſe by ſome other Deed or Writing duly executed ſufficiently convey and aſſure the ſaid eighth Part of and in the ſaid Ship, with her Appurtenances, in and by the ſaid recited Bill of Sale, intended to be ſold unto the ſaid *B.* his Executors, *&c.* as by him or them, or his or their Counſel, ſhall be reaſonably adviſed and required; and if in the mean Time, and until the ſaid eighth Part of the ſaid *H.* and *J.* of and in the ſaid Ship, with her Appurtenances, ſhall be ſo ſufficiently and actually ſold and conveyed as aforeſaid, the ſaid *B.* his Executors, *&c.* ſhall and do peaceably and quietly have, *&c.* the ſaid eighth Part of and in the ſaid Ship or Veſſel, with her Appurtenances belonging to, and whereof the ſaid *H.* and *J.* are Owners, without any Let, Suit, Trouble, Denial or Interruption, of or by them the ſaid *H.* and *J.* their Executors, Adminiſtrators or Aſſigns, or any other Perſon or Perſons whatſoever; then, *&c.*

To ſurrender, and after Surrender, quietly enjoy a Copyhold Eſtate, and to be indemnified from Dower and other Incumbrances.

Whereas the above bound *J. B.* hath actually contracted and agreed with the above named *T. B.* for the abſolute Purchaſe of, and to ſurrender to the Uſe of the ſaid *T. B.* and his Heirs, all that his the ſaid *J. B.*'s Cuſtomary or Copyhold Toft, Piece or Parcel of Land or Ground, with its Appurtenances, late in the Poſſeſſion of the ſaid *J. B.* and now in the Tenure of *J. F.* or his Aſſigns, ſituate, *&c.* containing, *&c.* together with all the Appurtenances whatſoever thereunto belonging, and as the ſame are held of and as Part of the Biſhop of *L.*'s Manor of *F. At* and for the Sum of 26*l.* 5*s.* **And whereas** the ſaid *T. B.* on the Day of the Date hereof, hath actually (*a*) paid unto the ſaid *J. B.* the ſaid Sum of 26*l.* 5*s.* Purchaſe Monies, as appears by his Receipt hereon indorſed for the ſame: **And whereas** previous to, and before ſuch Contract made, he the ſaid *J. B. Did* agree to ſurrender the ſaid Premiſſes to the ſaid *T. B.* and to give him this his Bond as a Security for his quiet Enjoyment thereof, in ſuch Manner as herein after is for that Purpoſe mentioned: **Now therefore the Condition** of the above written Obligation is ſuch, that if and in caſe the ſaid *J. B* or his Heirs, ſhall and do forthwith, at the Requeſt and Charge of the ſaid *T. B.* in due Form of Law, well and ſufficiently, according to the Cuſtom of the ſaid Manor of *F.* ſurrender into the Hands of the ſaid Biſhop of *L.* as Lord of the ſaid Manor, *All* that the before mentioned Toft, Piece or Parcel of Land or Ground, together with all and every the Appurtenances whatſoever thereunto belonging, or in any wiſe appertaining; **To the only Uſe** and Behoof of the ſaid *T. B.* his Heirs and Aſſigns for ever; to be by him and them held and enjoyed, by and under ſuch Rents and Services, as of Right are due and payable, according to the Uſage and Cuſtom of the ſaid Manor of *F.* **And alſo**, that if and in caſe he the ſaid *T. B.* his Heirs and Aſſigns, (from and after ſuch Surrender to him or them ſo made as aforeſaid,) ſhall from thenceforth peaceably and quietly hold and enjoy the ſaid Toft, Piece or Parcel of Land or Ground, with its Appurtenances, freed, exonerated and abſolutely diſcharged, or ſaved, kept harmleſs and indemnified by the ſaid *J. B.* his Heirs, Executors and Adminiſtrators, *As well* of and from all other Surrenders, Forfeitures, Debts, Charges and Incumbrances whatſoever, had, made, done, committed, aſſented unto, or ſuffered by him the ſaid *J. B.* or any Perſon in Truſt for him; *As* alſo of and from the Dower, Thirds, Widow Right, or any other Eſtate for Life by Cuſtom, or otherwiſe howſoever, of —— the now Wife of the ſaid *J. B.* *As* likewiſe of and from all and every other Perſon and Perſons whomſoever, lawfully claiming, or to claim any Eſtate, Right, Title or Intereſt, by, from, under or in Truſt for the ſaid *J. B.* that then the above written Obligation ſhall be null, void and of none Effect, otherwiſe to be and remain in full Force and Virtue.

To ſurrender Copyhold Lands, and for peaceable Enjoyment in the mean Time.

Whereas the above bound *A.* doth claim as Heir at Law to his Brother *B.* deceaſed, a certain Parcel of Copyhold Lands, held of the Manor of *C.* containing, *&c.* ſituated, *&c.* which ſaid Parcel of Land, the ſaid *B.* deceaſed, in and by his laſt Will and Teſtament did give, *&c.* unto the ſaid *D.* and his Heirs; but it doth not appear by the Court-Rolls of the ſaid Manor of *C.* that the ſaid *B.* was ever admitted to the ſame, and therefore the Deviſe above mentioned was ineffectual: **And whereas** the ſaid *D.* hath agreed with the ſaid *A.* and purchaſed of him the ſaid Parcel of Copyhold Land, and hath paid him for the ſame the Sum of, *&c.* on, *&c.* but there being no publick Courts held for the ſaid Manor, and the ſaid *A.* alſo not being admitted to the ſame, he cannot ſurrender the ſame unto the ſaid *D.* and his Heirs, as was intended: **Now the Condition**, &c. That if the above bound *A.* and *E.* his Son, or one of them, or their, ſome or one of their Heirs, do and ſhall, at the Requeſt, Coſt and Charges of the ſaid *D.* his Heirs and Aſſigns, be admitted to the ſaid Parcel of Land at any Time hereafter, when the ſaid *D.* his Heirs or Aſſigns, ſhall require the ſame, and immediately on ſuch Admittance do ſurrender the ſame unto the ſaid *D.* his Heirs and Aſſigns in Fee-ſimple, according to the Cuſtom of the ſaid Manor, and until ſuch Admittance ſhall be, do and ſhall permit and ſuffer the ſaid *D.* his Heirs and Aſſigns, to have, hold and enjoy the ſaid Parcel or Copyhold Land, and to have, receive and take the Rents, Iſſues and Profits thereof, without the Moleſtation or Diſturbance, Let, Hindrance or Denial of the ſaid *A.* and *E.* his

(*a*) Receipt for the Purchaſe Money to be indorſed.

Son,

Son, or either of them, their, either or any of their Heirs or Aſſigns, or any Perſon or Perſons, claiming or to claim, by, from or under them, either or any of them; then, &c.

To transfer Stock, according to the Directions of a Feme Covert, and to pay her the Dividends.

Whereas the above bound *A.* hath before the Day of the Date thereof had and received of and from *B.C.* the Wife of *C.C.* of, &c. the Sum of, &c. being her own proper Money, with Directions from the ſaid *B.C.* to lay out and purchaſe with the ſaid Sum, for her proper Uſe and Benefit, —— *l.* Stock in the Bank of *England*; the Receipt of which ſaid Sum the ſaid *A.* doth hereby acknowledge: **And whereas** the ſaid *A.* hath accordingly laid out the ſaid Sum of —— *l.* and purchaſed therewith of *D.* and *E.* for the Uſe and Benefit of the ſaid *B.C.* —— Stock in the ſaid Bank of *England*, and ſo ſtands therein in the Name of the ſaid *A.* which the ſaid *A.* doth hereby acknowledge to be in Truſt for and belonging to the ſaid *B.C.* as aforeſaid: **Now the Condition**, &c. That if the ſaid *A.* his, &c. at the Requeſt and Charge of the ſaid *B.C.* whether ſhe ſhall be Covert or Sole, her, &c. ſhall and do transfer the ſaid Stock, or any Part thereof, to her the ſaid *B.C.* her Executors, &c. or to ſuch Perſon or Perſons as the ſaid *B.C.* whether Covert or ſole, and notwithſtanding ſuch Coverture, or her Executors, &c. ſhall, by any Writing or Writings under her or their Hands, order, direct and appoint; and ſhall and do in the mean Time, and until the ſame ſhall be ſo transferred as aforeſaid, pay unto the ſaid *B.C.* her Executors, &c. or permit her and them to have and receive to her and their own proper Uſe and Uſes, all ſuch Dividends and Profits which ſhall ariſe, grow due, be made and ordered, for and in Reſpect of the ſaid —— *l.* Stock, or any Part thereof; then, &c.

To transfer South Sea *Stock, and to pay the Dividends in the mean Time.*

Whereas the above bound *A.* did by Order, for the Account of and in Truſt for the above named *B.* ſubſcribe ſeveral Bills into the general Stock of the Company of Merchants of *Great Britain* trading to the *South-Seas*, and other Parts of *America*, and for encouraging the Fiſhery, &c. amounting to —— *l.* **And whereas** the ſaid *A.* hath on or before, &c. paid for or made good to the ſaid *B.* —— *l.* of the ſaid Stock, and the remaining —— *l.* is not yet transferred to the ſaid *B.* but ſtands in the Books of the ſaid Company in the Name of the ſaid *A.* and which he doth hereby declare is in Truſt for and doth belong unto the ſaid *B.* and is to be transferred to him, as hereunder is mentioned: **Now the Condition**, &c. That if the ſaid *A.* his Executors, &c. ſhall and do on or before, &c. transfer unto and to the Uſe of the ſaid *B.* his Executors, &c. the ſaid —— *l.* Stock in the ſaid Company, according to the uſual Courſe of Transferring the ſaid Stock, and ſhall pay or make good to him or them all Dividends and Profits now due, and in the mean Time ſhall ariſe and become due, or be received in reſpect of the ſaid Stock, until the ſame ſhall be transferred as aforeſaid; then, &c.

To transfer back Eaſt India *Stock lent, and pay Intereſt and Charges.*

Whereas the above bound *B.* hath on, &c. lent unto the above bound *A.* and transferred to him, or to ſome other Perſon or Perſons, at his Requeſt, or by his Order or Direction, 300 *l.* in the Capital Stock of the *Engliſh* Company of Merchants trading to the *Eaſt Indies* [200 l. *of which ſaid Stock being in the ſaid Company, which is by Agreement of the ſaid* A. *taken and valued at the Rate or Price of* 119 l. per Cent. *and the other* 100 l. *of the ſaid* 300 l. *Stock in the ſaid Company, being by the like Agreement of the ſaid* A. *taken and valued at the Rate or Price of* 123 l. per Cent. *the Sum or Value of which ſaid* 300 l. *Stock, at the Rate aforeſaid, amounting together to*, &c.] In Conſideration of which ſaid 300*l.* Stock ſo lent and transferred as aforeſaid, and for Satisfaction to the ſaid *B.* for the ſame, the ſaid *A.* hath agreed to transfer to her on, &c. 300*l.* in the Capital Stock of the ſaid Company; and hath alſo agreed, if the Stock of the ſaid Company ſhall not then be valued or currently ſold at and for the Sum or Price of 123 *l. per Cent.* then he is to anſwer and make good to the ſaid *B.* in Money what the ſaid 300*l.* Stock ſhall fall ſhort of that Sum or Value; and if the ſaid Stock ſhall then be, or be currently ſold for more than at and after the Rate of 123*l. per Cent.* the ſaid *B.* is to have the Benefit thereof, and is alſo to have Intereſt for the ſaid 365*l.* in Lieu of what Intereſt or Profits ſhall or may ariſe or become due in the mean Time for the ſaid Stock: **Now the Condition**, &c. That if the ſaid *A.* his, &c. ſhall and do on, &c. accordingly

transfer unto the ſaid *B.* her Executors, *&c.* or to ſuch other Perſon or Perſons as ſhe or they ſhall direct and appoint, 300*l.* of and in the Capital Stock of the ſaid Company, for her or their proper Uſe; and ſhall and do permit and ſuffer her and them to have and take the Benefit of what the ſaid 300*l.* Stock ſhall then be valued at, or may be then currently ſold for, above the aforeſaid Rate or Price of 123*l. per Cent.* if it ſhall then be currently ſold at any greater Price; and in caſe the Stock in the ſaid Company ſhall on the ſaid —— Day of —— now next be currently ſold under or for leſs than the ſaid Rate of 123*l per Cent.* then if the ſaid *A.* his Heirs, *&c.* ſhall and do on the Day aforeſaid, pay and make good, or cauſe to be paid unto the ſaid *B.* her Executors, *&c.* ſo much lawful, *&c.* as the ſaid 300*l.* Stock in the ſaid Company, ſo to be then transferred as aforeſaid, ſhall fall ſhort, or be then ſold under or for leſs than the ſaid Rate of 123*l. per Cent.* as aforeſaid; and likewiſe if the ſaid *A.* his Heirs, *&c.* ſhall and do at the ſame Time of transferring the ſaid Stock to the ſaid *B.* her Executors, *&c.* pay, or cauſe to be paid unto her or them, Intereſt for the ſaid Sum of 365*l.* after the Rate of 6*l. per Cent. per Ann.* from the Date above written, until the Time of his or their transferring thereof, as aforeſaid, in Lieu of the Intereſt or Profit which ſhall or may in the mean Time ariſe or become due for the ſaid Stock, and ſhall alſo pay the Charges of the ſaid Tranſfers, and of Brokerage, for all the ſaid Stock; then, *&c.*

The Condition of a Bond from the Petitioning Creditors of an intended Bankrupt to the Lord Chancellor, in order to iſſue forth a Commiſſion of Bankruptcy.

Vide **Obligation** ante.

The Condition of this Obligation is ſuch, That if the above bounden *A. B.* and *C. D.* ſhall prove as well before the major Part of the Commiſſioners to be appointed in a Commiſſion of Bankruptcy againſt *E. F.* of, *&c.* as upon a Trial at Law in caſe the iſſuing forth of the ſaid Commiſſion ſhall be conteſted and tried, that the ſaid *E. F.* is indebted unto the ſaid Obligors in the Sum of 710*l.* and upwards, and is become a Bankrupt within ſome or one of the Statutes in Force concerning Bankrupts: And the ſaid *A. B.* and *C. D.* ſhall cauſe the ſaid Commiſſion to be executed according to the Direction of an Act of Parliament made in the fifth Year of the Reign of his preſent Majeſty *George* the Second, intitled, *An Act to prevent the Committing of Frauds by Bankpupts*; then this Obligation to be void, or elſe to remain in full Force and Virtue.

VI. To perform Covenants.

The Common Form.

The Condition of this Obligation is ſuch, That if the above bounden *E. D.* her Executors and Adminiſtrators, do well and truly obſerve, perform, fulfil, accompliſh, pay and keep all and ſingular the Covenants, Grants, Articles, Clauſes, Proviſoes, Payments, Conditions and Agreements whatſoever, which on the Part and Behalf of the ſaid *E. D.* her Executors and Adminiſtrators, are or ought to be obſerved, performed, fulfilled, accompliſhed, paid and kept, compriſed or mentioned in *one Pair of Indentures of Leaſe, (or other Deed, as the Caſe is)* bearing even Date with theſe Preſents, made or expreſſed to be made between the above named *J. L.* of the one Part, and the above bounden *E. D.* of the other Part, in all Things, according to the true Intent and Meaning of the ſame; then, *&c.*

To perform the Covenants in a Leaſe agreed to be executed, and to lay out Money (allowed) in Repairs.

Whereas the above named *B.* hath agreed to let unto the above bound *A.* a Meſſuage, *&c.* ſituated, *&c.* for the Term of —— Years from, *&c.* at and for the yearly Rent of ——*l.* payable, *&c.* and a Leaſe of the ſaid Premiſſes for the Term and at the Rent aforeſaid, and Counterpart thereof is prepared and agreed to be executed by and between them the ſaid *B.* and *A.* And the ſaid *B.* hath further agreed to allow, lay out and beſtow the Sum of ——*l.* for and towards the Repairing of the ſaid demiſed Houſe and Premiſſes, and making and repairing the Fences thereof, which the ſaid *A.* hath agreed, and doth hereby agree and undertake to make and do for the ſaid ——*l.* ſo and in ſuch Manner as *C.* of, *&c.* ſhall direct: **Now the Condition**, &c. That if the ſaid *A.* his, *&c.* ſhall accordingly make and do all ſuch Reparations and Fences in and about the ſaid demiſed Premiſſes for laying out the ſaid ——*l.* ſo and in ſuch Manner as the ſaid *C.* ſhall direct; and alſo if the ſaid *A.* his, *&c.* ſhall and do, when

when the ſaid intended Leaſe ſhall be executed by the ſaid *B.* his Heirs or Aſſigns, well and truly pay, perform, fulfil, obſerve and keep the Rent, and all the Covenants, Clauſes, Articles and Agreements in the ſaid intended Leaſe to be contained, which on the Part and Behalf of the ſaid *A.* his, *&c.* ſhall and ought to be paid, performed, fulfilled and kept; and that in and by all Things, according to the true Meaning of the ſaid Indenture of Leaſe, when executed as aforeſaid; then, *&c.*

To pay Mortgage Money, and perform the Covenants in a Mortgage.

The Condition, &c. That if the above bound *A.* his Heirs, *&c.* do and ſhall well and truly pay, *&c.* unto the above named *B.* his Executors, *&c.* the Sum of, *&c.* on, *&c.* according to the Proviſo contained in certain Indentures of Releaſe or Mortgage, bearing the Date, *&c.* made, *&c.* between the ſaid *A.* of the one Part, and the ſaid *B.* of the other Part; **And alſo** if the ſaid *A.* his Heirs, *&c.* do and ſhall well and truly obſerve, perform, fulfil and keep all and ſingular the Covenants, *&c.* in the ſaid Indentures of Releaſe or Mortgage mentioned and contained, which on the Part and Behalf of the ſaid *A.* his, *&c.* are and ought to be obſerved, performed, fulfilled and kept, and that in and by all Things, according to the Purport, Intent and true Meaning of the ſaid Indentures; then, *&c.*

Another.

The Condition, &c. That if the above bounden *C. B.* his, *&c.* do and ſhall well and truly pay, *&c.* unto the above named *A. P.* her, *&c.* the Sum of 2700*l.* together with Intereſt for the ſame after the Rate of 4*l. per Cent. per Ann.* in Manner following, that is to ſay, The Sum of 54*l.* being Half a Year's Intereſt of the ſaid 2700*l.* after the Rate aforeſaid, at or on the —— Day of *October* next enſuing the Date hereof, and the Sum of 2754*l.* being the whole Principal Money, and another Half Year's Intereſt thereof, after the Rate aforeſaid, at or on the ——— Day of *April* which ſhall be in the Year, *&c.* being the ſame Sum as is mentioned in one Indenture of Mortgage bearing even Date herewith, and made between the ſaid *C. B.* of the one Part, and the ſaid *A. P.* of the other Part; **And alſo** if he the ſaid *C. B.* his, *&c.* do and ſhall well and truly obſerve, *&c.* (*as in the foregoing Precedent*).

To pay Money mentioned in a Defeaſance, and perform the Covenants therein, and in an Aſſignment or other Deed.

The Condition, &c. is ſuch, That if the above bound *A.* his, *&c.* do, *&c.* pay, *&c.* unto the above named *B.* his, *&c.* the Sum, *&c.* according to a Covenant for that Purpoſe, contained in certain Indentures of Defeaſance bearing Date, *&c.* made, *&c.* between the ſaid *B.* of the one Part, and the ſaid *A.* of the other Part; **And alſo** if the ſaid *A.* his Executors, *&c.* do, *&c.* obſerve, *&c.* all and ſingular other the Covenants, *&c.* contained and mentioned as well in the ſaid recited Indentures of Defeaſance, as alſo in certain Indentures of (*Aſſignments*) bearing alſo the Date, *&c.* made or mentioned to be made between the ſaid *A.* of the one Part, and the ſaid *B.* of the other Part, which on the Part and Behalf of the ſaid *A.* his Executors, *&c.* are and ought to be obſerved, fulfilled and kept; and that in and by all Things, according to the Purport, Intent and true Meaning of the ſaid recited Indentures; then, *&c.*

From a Maſter, to perform Covenants in Indentures, upon putting out a poor Child an Apprentice.

Whereas the above named *C.* and *D.* Churchwardens of the Pariſh of *St. K. C.* in *London*, and *E.* and *F.* Overſeers of the Poor of the ſaid Pariſh, by Indentures bearing Date with theſe Preſents, have put out *G.* a poor Child of the ſaid Pariſh, unto the above bound *A.* for the Term of ſeven Years, from the Date of the ſaid Indentures, as by the ſaid Indentures, Relation, *&c.* **And whereas** the ſaid Churchwardens and Overſeers have, before Sealing hereof, paid and given with the ſaid *G.* unto the ſaid *A.* the Sum of —— and double new Apparel of all Sorts, both Linen and Woollen: **Now the Condition,** &c. That if the ſaid *A.* his Executors and Adminiſtrators, do well and truly obſerve, perform and fulfil all the Covenants, Clauſes, Agreements, Matters and Things in the ſaid recited Inden-

tures contained, which on the Part and Behalf of the ſaid *A.* his Executors, Adminiſtrators and Aſſigns, are and ought to be performed, fulfilled and kept, and that in and by all Things, according to the Purport, Intent and true Meaning of the ſame Indentures; then, *&c.*

VII. To inſure Houſes, &c.

To inſure from Loſs by Fire

Whereas the above named *B.* being intereſted in certain Meſſuages, ſituate in ——— the above bound *A.* in Conſideration of the Sum of —— to him paid at, *&c.* by the ſaid *B.* hath undertaken and agreed to bear, ſatisfy and make good unto the ſaid *B.* all ſuch Loſs and Damage which within —— from the Date hereof ſhall happen or come to the ſaid Meſſuages, or any of them, by or by Reaſon of Fire, ſo far forth as ſhall concern one full fourth Part of the Value of the ſaid Meſſuages, and Loſs thereto happening, as the ſame ſhall be adjuſted, and ſo as ſuch Loſs or Damage ſhall not exceed the Sum or Value of —— **Now,** &c. That if the ſaid *A.* his Executors, *&c.* ſhall and do at his and their own Charge, bear, ſuſtain, pay, ſatisfy and make good unto the ſaid *B.* his Executors, *&c.* all ſuch Loſs and Damage which within the ſaid —— ſhall happen or come to the ſaid Meſſuages, or any of them, ſo far forth as ſhall concern one fourth Part of the Value of the ſaid Houſes, and Loſs and Damage thereunto happening, as the ſame ſhall be adjuſted, and ſo as ſuch Loſs do not exceed the Sum or Value of —— according to the true Meaning of the ſaid Parties, and of theſe Preſents; then, *&c.*

VIII. To deliver Goods.

To deliver a Watch, or pay the Value thereof, and the Charges of a Suit commenced for it.

Whereas the above bound *A.* received of and from the above named *B.* on, *&c.* a Gold Watch with a Tortoiſe Shell Caſe, ſtudded or inlaid with Gold, to mend or rectify the going of the ſaid Watch, the ſaid Watch being made by and bought of the ſaid *A.* which ſaid Watch the ſaid *A.* hath not yet delivered to the ſaid *B.* **And whereas** the ſaid *B.* hath brought his Action againſt the ſaid *A.* for the ſaid Watch: **Now the Condition,** &c. That if the ſaid *A.* his Executors, *&c.* ſhall and do on or before, *&c.* deliver, or cauſe to be delivered unto the ſaid *B.* his Executors, *&c.* the ſaid Gold Watch, and the ſaid Caſe or Cover, in good Repair and Condition, and without any Hurt, Damage or Spoil thereof or thereto, free of all Charges and Incumbrances; or in Lieu and Conſideration thereof, and for his the ſaid *B.*'s Charges about recovering the ſaid Watch, if the ſaid *A.* his Heirs, Executors or Adminiſtrators, ſhall and do on, *&c.* pay or cauſe to be paid unto the ſaid *B.* his Executors, *&c.* the Sum of, *&c.* then, *&c.*

IX. To obſerve Rules and By-Laws.

On letting of a Coach-Licence.

(Two to one.)

Whereas the above named *C.* hath letten unto the above bound *A.* one Coach Licence, N° —— granted purſuant to the late Act of Parliament, *for Licenſing and Regulating Hackney Coaches and Stage Coaches*, together with full Power and Privilege of working the ſame for the Term of one Year, to be accounted from the Day of the Date above written: **Now the Condition,** &c. That if the ſaid *A.* his Executors, *&c.* and all and every Perſon and Perſons who ſhall work with him, under or by Virtue of the ſaid Licence, under or for him or them, do and ſhall from Time to Time during the ſaid Term of one Year, obey, perform, fulfil and keep all and every the By-Laws, Rules and Orders now made and in Force, and which at any Time during the ſaid Term of one Year ſhall be made and ordered by the Commiſſioners for regulating Hackney-Coaches, by Virtue of the ſaid Act, and do and ſhall at all Times hereafter ſave harmleſs and keep indemnified the ſaid *C.* his Executors, *&c.* of and from all Suits, Coſts, Charges, Troubles and Damages that ſhall or may happen, ariſe or come unto him or them, or which he or they may ſuſtain or be put unto for or by Reaſon of or concerning all or any ſuch By-Laws, Rules and Orders in any Manner of wiſe; then, *&c.*

X. To

X. To deliver up Poſſeſſion, &c.

To deliver up a Mill with the Utenſils, &c. at the Determination of a Leaſe, in as good Repair and Condition as the ſame were when let, reaſonable Uſe, &c. excepted.

Whereas the above named *C.* by his Indentures of Leaſe under his Hand and Seal, bearing Date, *&c.* hath letten unto the above bound *A.* (amongſt other Things) a certain——Mill, with its Appurtenances, ſituated, *&c.* now in the Occupation of the ſaid *C.* and all the Materials, Utenſils and Things now in, about and belonging thereto, for the Term of——Years, from——then and now next enſuing, at the yearly Rent therein mentioned: **Now the Condition.** &c. That if the ſaid *A.* his Executors, *&c.* at his, their or ſome of their own proper Coſts and Charges, do and ſhall before the Expiration of the ſaid Term of —— Years by the ſaid recited Leaſe granted, or other ſooner Determination thereof, which ſhall firſt happen, make or cauſe the ſaid Mill, and all Things belonging thereunto, to be made and put into the ſame Form, Order and Manner as they now are and be, and fitting to be uſed for a——Mill, as the ſame now is; and ſhall and do deliver up the ſame in ſuch Order and Manner as aforeſaid, at the Expiration of the ſaid Term, with all the Materials, Utenſils and Things which are now in, about and belonging thereto, unto the ſaid *C.* his Executors, *&c.* in as good Repair and Condition as they now are and be, (reaſonable Uſe and Wearing thereof in the mean Time only excepted); then, *&c.*

To leave the Goods, &c. in a Houſe, which are mentioned in a Schedule annexed to a Leaſe, at the Expiration of the Term, purſuant to a Covenant in the Leaſe.

Whereas the above named *B.* by Indenture of Leaſe under, *&c.* bearing the Date, *&c.* hath let unto the above bound *A.* all that Meſſuage, *&c.* for the Term of——Years from, *&c.* at the yearly Rent therein mentioned: **And whereas** in and by a Schedule annexed to the ſaid recited Leaſe is contained and mentioned as followeth, *viz.* In, *&c.* which with other Things mentioned in the ſaid Schedule, the ſaid *A.* hath in and by the ſaid Leaſe covenanted to leave and yield up unto the ſaid *B.* together with the ſaid Meſſuage, *&c.* at the End of the ſaid Term of——Years, or other ſooner Determination of the ſaid Leaſe, in as good Caſe, Repair and Condition, as the ſame now are and be, (reaſonable Uſe and Wearing thereof in the mean Time only excepted): **Now the Condition,** &c. That if the ſaid *A.* his, *&c.* ſhall and do at the End and Expiration, or other ſooner Determination of the ſaid Term of —— Years, by the ſaid recited Indentures of Leaſe granted, leave and deliver up unto the ſaid *B.* his, *&c.* the ſaid, *&c.* as herein before and as in the ſaid Schedule is mentioned, according to the Purport and true Meaning of the ſaid recited Indentures of Leaſe, and the ſaid *A.*'s expreſs Covenant therein in that Behalf contained: **And** if the ſaid *A.* his, *&c.* ſhall then alſo make good, ſet up and leave the two Partitions which now incloſe, *&c.* from the Paſſage lying between them, as they are now ſtanding and made, in caſe the ſaid *A.* his, *&c.* ſhall remove or take down both or either of the ſaid Partitions during the ſaid Term; then, *&c.*

That the Maſter of a Ship ſhall deliver up the ſame to the Owners on Demand.

Given on employing a Maſter.

Whereas the above named *B.* and the Reſt of the Part-Owners of the good Ship or Veſſel called the —— Burthen about —— now —— admitted and employed the above bound *A.* to ſerve as Maſter of the ſaid Ship, for ſuch Voyage, and for ſo long Time, as they the ſaid Part-Owners, or the major Part of them, ſhall think fit, and have thereupon delivered the actual Poſſeſſion of the ſaid Ship, with all her Appurtenances, unto the ſaid *A.* **Now the Condition,** &c. That if the ſaid *A.* ſhall and do peaceably and quietly deliver up the ſaid Ship, and the actual Poſſeſſion thereof, unto the ſaid *A.* or unto ſuch other Perſon or Perſons as the ſaid Part-Owners, or the major Part of them, ſhall for that Purpoſe order and appoint, together with all and ſingular the Furniture, Tackle, Apparel, and other Appurtenances and Things whatſoever to the ſaid Ship or Veſſel belonging, and which ſhall belong, at what Time the ſame ſhall be required by the ſaid Part-Owners, or the major Part of them,

them, (reaſonable Wear and Tear thereof excepted) freed of all Charges and Incumbrances whatſoever to be done, committed or ſuffered by the ſaid *A.* in any Manner of wiſe; then, *&c.*

Another, to deliver up a Ship, and to pay Part of the Profits of the Maſter's Privilege and Caploggen, at the End of a Voyage.

Whereas the above named *A.* Maſter and Part-Owner of the Ship —— Burthen about —— and the Reſt of the Part-Owners of the ſaid Ship, have conſented that the above bound *B.* ſhall go Maſter of the ſaid Ship for the preſent intended Voyage to —— and back to —— **Now the Condition**, &c. That if the ſaid *B.* at the Return and Arrival of the ſaid Ship to——from her ſaid intended Voyage, or at any other Time when required by the ſaid *A.* ſhall and do peaceably and quietly deliver up the ſaid Ship, and the actual Poſſeſſion thereof, unto the ſaid *A.* or unto *D.* one other of the Part-Owners of the ſaid Ship, together with all and ſingular, *&c.* (*as in the laſt*): **And alſo** if the ſaid *B.* ſhall and do give a juſt and true Account of all Sums of Monies and Profits which ſhall become due, ariſe, be made or received for or on Account of the ſaid Maſter's Privilege of and in the ſaid Ship, and for Caploggen during the ſaid Voyage, by Virtue of the Charterparty for the ſaid Ship and Voyage, or otherwiſe; **And ſhall alſo** pay unto the ſaid *A.* for his own proper Uſe, one full ——— Part of what ſhall become due and be received for his ſaid Privilege and Caploggen, the ſaid *A.* paying thereout Part of the ſaid Ship's Damage, and other Charges, in Reſpect of the ſaid Privilege; then, *&c.*

For a Maſter of a Ship to follow Orders, and deliver up a Ship, and give an Account of Freight, and Monies received and paid.

Whereas the above named *A.* at the Requeſt of the above bound *B.* hath admitted and employed the ſaid *B.* to ſerve as Maſter of the Ship, *&c.* (*As in the laſt Precedent but one*) **Now the Condition**, &c. That if the ſaid *B.* ſhall and do at all Times hereafter perform and follow all ſuch lawful Orders and Directions relating to the ſaid Ship, and ſuch Voyage or Voyages as the ſaid *A.* his Executors, Adminiſtrators and Aſſigns, or other the Part-Owners thereof that ſhall employ her, ſhall from Time to Time give and direct; **And** ſhall at all Times uſe his utmoſt Care for preſerving the ſaid Veſſel, with her Appurtenances, from all Spoil and Damage: **And** ſhall not directly or indirectly do or ſuffer, or procure to be done, any Act or Thing whatſoever, whereby the ſaid Veſſel ſhall or may be forfeited, ſeiſed, extended, charged or chargeable: **And alſo** if the ſaid *B.* ſhall and do peaceably, *&c.* **And** if the ſaid *B.* ſhall and do from Time to Time, upon Requeſt of the ſaid *A.* his Executors, Adminiſtrators or Aſſigns, or any of them, make ready and give to him or them a juſt and true Account in Writing of all Freight and Monies which he ſhall from Time to Time receive, pay or diſburſe for or on Account of the ſaid Ship, and all other Matters and Things relating to the ſaid Ship's Service and Employment, and of the ſaid Affairs and Doings in and about the ſame; and ſhall and do likewiſe pay to the ſaid *B.* his Executors, Adminiſtrators or Aſſigns, or ſome of them, all ſuch Sum and Sums of Money as he ſhall from Time to Time receive, and upon any ſuch Account or Accounts ſhall appear to be received or belong, and be due and payable to the Part-Owners of the ſaid Ship; then, *&c.*

From a Maſter of a Ship that undertakes for himſelf and Supercargo a Minor, to follow Orders annexed; to ſend up an Inventory; to carry no Goods out, to claim no Privilege but what is expreſſed; to keep an Account of Sale of the Cargo and a Journal of the Voyage, and to deliver up the Ship.

Whereas the above named *A.* hath, at the Requeſt of the above bound *B.* and with the Conſent of the above named *C. D.* and *E.* allowed and employed the ſaid *B.* to go Maſter of the ſaid Ship——whereof the ſaid *A. C. D.* and *E.* are Part-Owners, for an intended Voyage mentioned in the Orders hereunto annexed; and hath intruſted him and *F.* who is appointed Supercargo, with the Sale and Diſpoſal of a Cargo on board the ſaid Ship belonging to the ſaid *A. &c.* for their Account and Benefit, amounting to the Value of —— the Receipt whereof the ſaid *B.* doth hereby acknowledge, and which the ſaid *B.* hath undertaken, and doth hereby undertake, that he with the ſaid *E.* or one of them, will carefully and faithfully diſpoſe of according to the Orders hereunto annexed; and is likewiſe contented to become bound for the ſaid *T.*'s obſerving the ſaid Orders, and performing his Truſt as Super-

cargo aforeſaid: **Now the Condition**, &c. That if the ſaid *B.* and *F.* and either of them, ſhall and do well and truly obſerve and perform all and every the Orders and Inſtructions, which the ſaid *A. C. D.* and *E.* or the major Part of them, their Executors and Adminiſtrators have, or ſhall from Time to Time hereafter give or ſend in Writing under their Hands to the ſaid *B.* and *F.* concerning the Ship and Cargo aforeſaid, and her Voyage; **And alſo** if the ſaid *B.* ſhall and do tranſmit or ſend to the ſaid *A. C. D.* and *E.* or ſome of them, a full, true and perfect Inventory of the ſaid Ship —— and of her Stores at *Graveſend*, before her Departure thence; and if the ſaid *B.* and *F.* or either of them, do not nor ſhall carry any Goods or Adventure in or with the ſaid Ship, for their or either of their own proper Uſe or Account, or for the Account of any other Perſon or Perſons, but only for the ſaid *A. C. D.* and *E.* and ſhall not claim, expect, pretend to or take any other Benefit, Allowance or Privilege whatſoever, as Commander or Maſter or Supercargo of the ſaid Ship, than what is mentioned to be allowed to them in the ſaid Articles or Inſtructions hereunto annexed, and —— Tons of the ſaid Ship's Tonnage, which is allowed the ſaid *B.* Freight free from *L.* to *M.* **And likewiſe** if the ſaid *B.* and *F.* and either of them, ſhall and do at all Times during the ſaid Voyage, keep a juſt and true Account in Writing of the Sale and Diſpoſal, purſuant to the Orders aforeſaid, of all the Cargo aboard the ſaid Ship, which the ſaid Owners and Proprietors have intruſted them with, and a Journal of the ſaid Voyage, and deliver the ſaid Accounts and Journal within —— after the ſaid Ship's Arrival at the Port of *L.* or other her Delivery Port in *England*, to the ſaid *A. C. D.* and *E.* or ſome of them; **And ſhall likewiſe** deliver up to them the ſaid *A. &c.* or to ſuch other Perſon or Perſons, as they or the major Part of them ſhall appoint, the actual and peaceable Poſſeſſion of the ſaid Ship, with all the Stores belonging to her according to the Inventory thereof to be taken, and ſent to them the ſaid *A. &c.* as aforeſaid, and of all other Things that ſhall belong to her, at what Time ſoever the ſame ſhall be required of him, reaſonable Wear and Tear excepted; **And likewiſe** if the ſaid *B.* ſhall and do in all other Reſpects well, truly and faithfully acquit and diſcharge himſelf, in and concerning all other Matters and Things relating to the ſaid Ship and Cargo, and the Truſt repoſed in him by the ſaid *A. &c.* as Maſter of the ſaid Ship during the ſaid Voyage, which he hath undertaken to perform, and give a true Account of as aforeſaid, according to the true Intent and Meaning of the ſaid Orders, and of the ſaid Parties, and of theſe Preſents; then, *&c.*

From a chief Mate, to do the ſame Things, if the Maſter dies.

Whereas the above named *A. C. D.* and *E.* Part-Owners of the Ship —— whereof *B.* is Commander, have at the Requeſt of the above bound *G.* allowed and employed him to go chief Mate of the ſaid Ship for her intended Voyage, mentioned in the Order hereunto annexed, and in caſe of the Deceaſe of the ſaid *B.* at any Time during the ſaid Voyage, have appointed the ſaid *G.* to ſucceed him the ſaid *B.* in the Command of the ſaid Ship as Maſter thereof; and in caſe the ſaid *G.* together with *F.* who is appointed Supercargo, will be alſo intruſted in the Sale and Diſpoſal of the Cargo on board the ſaid Ship belonging to the ſaid *A. &c.* and for their Account and Benefit, amounting to the Value of —— all which, in caſe of the Deceaſe of the ſaid *B.* the ſaid *G.* doth hereby undertake that he, or the ſaid *F.* or one of them, will carefully and faithfully diſpoſe of the ſaid Cargo, according to the Orders hereunto annexed; **And** the ſaid *G.* is contented, in caſe of ſuch Deceaſe of the ſaid *B.* to become bound to the ſaid *F.*'s obſerving the ſaid Orders, and performing his Truſt as Supercargo aforeſaid, in ſuch Manner as the ſaid *B.* ſhould have done, according to the Tenor of his Bond of the Date hereof hereunto alſo annexed: **Now the Condition**, &c. that in caſe the ſaid *B.* ſhall at any Time during the ſaid Voyage, happen to depart this Life; then if the ſaid *G.* and *F.* and either of them, ſhall and do, *&c. (as in the laſt, till the Words* from *L.* to *M. and then comes in)* in caſe the ſaid *B.* ſhall happen to die before the ſaid Ship's Arrival at *L.* **And likewiſe** if the ſaid *G.* and *F.* ſhall and do immediately after the Deceaſe of the ſaid *B.* at all Times during the Reſidue of the ſaid Voyage, keep a juſt, *&c. (as in the laſt)*, and a Journal of the Remainder of the ſaid Ship's Voyage, *&c.* (*as in the laſt, till the Words*, according to the Inventory thereof) *where inſtead of the Words* to be taken and ſent *comes in*, which the ſaid *B.* according to his Obligation in that Behalf, ſhall take and ſend to the ſaid *A. &c.* or ſome of them, before the Ship's Departure from *Graveſend* (*and then*) and of all other Things, *&c.* (*as in the laſt, till the Words*, according to the Truſt repoſed in him, *where comes in*) as Maſter of the ſaid Ship, in caſe of the Deceaſe of the ſaid *B.* during the then Reſidue of the ſaid Voyage, *&c. as in the laſt.*

From a chief Mate of a Ship let by Charter-Party, to perform Covenants, follow Orders, give up an Account and deliver up the Ship, and likewiſe for a ſecond Mate.

Whereas, &c. *As thereby*, Relation, *&c.* **And whereas** the above bounden *D.* is entertained and admitted to ſerve and go as firſt or ſecond Mate of and in the ſaid Ship during the ſaid intended Voyage, and is to ſucceed the ſaid *A.* the preſent Maſter of the ſaid Ship, and to be and act as Maſter thereof, in caſe of the Deceaſe of the ſaid *A.* and the firſt or chief Mate of the ſaid Ship during the ſaid Voyage; and in caſe of ſuch the Deceaſe of the ſaid *A.* (and ——) he the ſaid *D.* hath agreed and promiſed to do and perform all Matters relating to the ſaid Ship and her intended Voyage, as well which are mentioned and contained in the ſaid recited Charter-Party, as in any other Writings or Orders given by or under the Hands of the ſaid *B.* and *C.* or other the Part-Owners of the ſaid Ship, or by the ſaid Company: **Now therefore the Condition**, &c. that if during the ſaid intended Voyage, the ſaid *A.* (and ——) ſhall happen to depart this Life, and the ſaid *D.* ſhall him (them) ſurvive; that then and in ſuch Caſe, he the ſaid *D.* ſhall and will accordingly take upon him the Office, Care and Government of the ſaid Ship as Maſter thereof for the then Reſidue of her ſaid intended Voyage; and ſhall truly do and perform all the ſeveral Covenants, Articles, Clauſes and Agreements, which are mentioned and contained in the ſaid recited Charter-Party, relating to the ſaid Ship and her ſaid intended Voyage, and the Cargo of —— and Effects and Produce thereof, as alſo all or any other Matters or Things whatſoever therein mentioned and contained by and on the Part and Behalf of the ſaid Maſter to be performed in any Manner of wiſe; **And** ſhall and do likewiſe obſerve and perform the Orders, Directions and Inſtructions, given as well by the Part-Owners of the ſaid Ship as aforeſaid, or the major Part of them and the ſaid Company reſpectively relating to the ſaid Premiſſes, as far as may be or can; **And alſo** if the ſaid *D.* do and ſhall make and give a juſt and true Account in Writing of all Monies, Goods, Effects, and other Things whatſoever which he ſhall receive, or which ſhall be delivered or come to his Charge, Care, Cuſtody or Poſſeſſion, or wherewith he ſhall or ought to be charged or chargeable, and deliver the ſame to ſuch Perſon or Perſons to whom the ſame ſhall belong, or be ordered and conſigned, and acquit and diſcharge himſelf therefrom; and alſo ſhall and do (the Perils and Dangers of the Seas, and other inevitable Accidents excepted) deliver the actual Poſſeſſion of the ſaid Ship to *B.C.* and other the Part-Owners thereof, with all her Appurtenances, Stores and Proviſions, and free of all Debts and Incumbrances by him the ſaid *D.* to be committed; then, *&c.*

XI. To procure Things to be done.

To procure an Apprentice's Freedom.

The Condition, &c. that if the above bound *A. B.* his, *&c.* do and ſhall within —— next after the End of the Apprenticeſhip of *C. D.* upon the Requeſt of the ſaid *C. D.* cauſe and procure the ſaid *C. D.* to be lawfully and according to the Cuſtom of the City of *L.* admitted into the Freedom of the ſaid City in the Company of —— ſo as the ſaid *C. D.* ſhall not be hindred thereof, by Reaſon of any Act or Thing to be hereafter done by him the ſaid *A. B.* his, *&c.* then, *&c.*

From a Maſter of a Ship, to procure the Diſcharge of one ſold at —— or to procure a Certificate from a Juſtice of Peace, of the Reaſons why he will not return to England.

Whereas the above bound *A.* did on, *&c.* carry *C.* Son of the above named *B.* by and with his free Will and Conſent unto —— there to abide and tarry, and to be diſpoſed of by the ſaid *A.* according to the Cuſtom of the Country there; and upon the ſaid *C.*'s Arrival at —— the ſaid *A.* did with like Conſent bind him Apprentice to one *D.* of —— aforeſaid: **And whereas** the ſaid *B.* the Father hath demanded and doth require of the ſaid *A.* that his ſaid Son may be diſcharged from his ſaid Service, and that the ſaid *A.* do and ſhall bring, or cauſe the ſaid *C.* the Son to be brought and returned back to *L.* to the ſaid *B.* the Father, within —— now next, which the ſaid *A.* hath undertaken and agreed to do, or procure to be done accordingly, or otherwiſe within the ſaid —— to deliver to the ſaid *B.* a Certificate duly ſworn and atteſted by a Juſtice of the Peace in —— aforeſaid, of the Reaſons why the ſaid *C.* the Son will not return to *England*, in caſe he be contented to ſtay in ——

and refuſe to return and come for *England*: **Now therefore the Condition**, &c. that if the ſaid *A.* his, *&c.* ſhall and do at his and their own Coſts and Charges within —— to be accounted from the Day of the Date above written, if the ſaid *C.* the Son be then living, procure the Diſcharge of the ſaid *C.* from his ſaid Service, and do and ſhall bring the ſaid *C.* the Son in and with the Ship, whereof the ſaid *A.* is Maſter; or procure his Return to *England* in or with ſome other Ship or Veſſel, that he may be returned and delivered to the ſaid *B.* his Father, or other his Relations; **Or otherwiſe** if the ſaid *A.* his, *&c.* do and ſhall within the ſaid —— deliver or cauſe to be delivered to the ſaid *B.* the Father, his, *&c.* a Certificate duly ſworn before ſome Juſtice of the Peace in —— aforeſaid, declaring the ſaid *C.* the Son's Reaſons for his ſtaying and continuing abroad, if he be ſo minded and contented, and ſhall refuſe or not be willing to return and come to *England*; then, *&c.*

To procure Certificates of a Perſon's Life quarterly, made upon Aſſignment of an Annuity iſſuing out of the Duty of Exciſe.

Whereas *D.* of, *&c.* hath by Writing of Aſſignment or Deed Poll under Hand and ſeal, bearing Date, *&c.* (reciting as therein is recited) for the Conſideration therein mentioned, aſſigned, *&c.* unto the above named *C.* his, *&c.* a certain Sum or Annuity of —— *l. per Ann.* given her by, *&c.* and payable to her for the Term of her Life, iſſuing out of the Duty of Exciſe, upon and by virtue of a Tally and Order thereon, N° (——) as by, *&c.* Relation, *&c.* **Now the Condition**, &c. that if the ſaid *D.* ſhall and do from Time to Time, during her natural Life, within —— Days after every of the four Quarter-Days in the Year ſucceſſively, *viz. Midſummer-Day*, *&c.* ſend or cauſe and procure to be ſent and delivered to the ſaid *C.* his Executors, *&c.* at, *&c.* a ſufficient Certificate according to the Act of Parliament in that Behalf, that ſhe the ſaid *D.* was living the then preceding Quarter-Day before the Date of every ſuch Certificate, whereby he the ſaid *C.* his Executors, *&c.* ſhall and may be enabled to demand and receive the ſaid Annuity or yearly Sum of —— *l.* quarterly, as the ſame ſhall become due, according to the Intent of the ſaid recited Aſſignment; **And** if the ſaid *D.* ſhall neglect or refuſe to ſend or deliver the ſaid Certificate quarterly as aforeſaid, or before the next ſucceeding Quarter Day, after the ſaid Certificate ought to be delivered as aforeſaid, then if the ſaid *A.* and *B.* or either of them, their or either of their Heirs, *&c.* ſhall pay or cauſe to be paid unto the ſaid *C.* his Executors, *&c.* the quarterly Sum or Payments, which ſhall become due and ought to be paid, for or upon the then laſt preceding Quarter-Day for which ſuch Certificate ought to be delivered, or ſhall be neglected or refuſed ſo to be ſent or delivered as aforeſaid; then, *&c.*

XII. Concerning the Compoſition of Debts.

From a Debtor, to pay Money according to a Compoſition with his Creditors, on a Day certain, or in Default thereof to pay the whole Debt.

In Purſuance of an Agreement, &c. *in a Deed of Compoſition.*

Whereas the above-named *B.* hath, amongſt other the Creditors of the above-bound *A* ſealed and executed a certain Writing, bearing Date, *&c.* whereby the ſaid *B.* amongſt other the Creditors of the ſaid *A.* hath agreed to take 10*s.* in the Pound as a Compoſition in full for every Pound, or 20*s.* owing to him by the ſaid *A.* which is to be paid in Manner following; (that is to ſay) 5*s.* in the Pound, Part thereof on, *&c.* and 5*s.* in the Pound more, Reſidue thereof on, *&c.* in which ſaid Writing the ſaid *A.* hath agreed, that if it ſhall be required by any of his Creditors, he ſhall and will give Bond to every of his Creditors for the ſaid 10*s.* in the Pound, with a Condition, that if any Default be made of the ſaid Payment as aforeſaid, then to ſue for their whole Debts as if there had been no Compoſition; and in which ſaid Writing is alſo contained a Proviſo, that if the ſaid *A.* ſhall make Default in either of the ſaid Payments, then the ſaid recited Writing is to be void and of no Effect, as by the ſaid recited Writing, Relation, *&c.* **And whereas** there was due and owing to the ſaid *B.* at the Time of his Signing the ſaid recited Writing, the Sum of 40*l.* **Now the Condition**, &c. that if the ſaid *A.* his Heirs, *&c.* do and ſhall truly pay, or cauſe, *&c.* unto the ſaid *B.* his, *&c.* the Sum of 10*s.* of, *&c.* on, *&c.* which will be, *&c.* (*ſeveral Days of Payment*) being the Moiety of the Sum of 20*s.* the Compoſition Money due for his Debts, after the Rate of 10*s.* in the Pound, or for every 20*s.* due and owing to the ſaid *B.* as aforeſaid; **But** if the ſaid *A.* his Heirs, *&c.* ſhall make Default in Payment of the ſaid Sum of 10*l.* as aforeſaid;

ſaid; then and in ſuch Caſe, if the ſaid *A.* his Heirs, *&c.* do and ſhall truly pay, or cauſe, *&c.* unto the ſaid *B.* his Executors, *&c.* the Sum of 20*l.* of, *&c.* being the Moiety or Half-Part of his full Principal Debt owing to him by the ſaid *A.* as aforeſaid; then, and in either of the ſaid Caſes, this Obligation to be void and of none Effect, or elſe, *&c.*

From a Debtor to a Son of the Creditor, that if two Perſons, Relations, do not agree to a Compoſition agreed on between the Debtor and Son, and ſhall recover againſt the Son, ſuch Creditor ſhall pay as much as recovered, as far as the Money remitted amounts to.

Whereas by Indenture bearing even Date with the above written Obligation, made or mentioned to be made between the above named *R. J.* of the one Part, and the above bound *J. B.* of the other Part, after reciting (among other Things) that the Balance due from the ſaid *J. B.* to the ſaid *R. J.* as Executor of his late Father *R. J.* late of *London*, Merchant, deceaſed, did amount to the Sum of 1444*l.* 5*s.* 7*d.* and no more, the ſaid *R. J.* the Son, did thereby compound the ſaid Debt, and agree to accept of the Sum of 800*l.* in full Satisfaction of the ſaid Debt, to be paid and ſecured as therein mentioned and expreſſed, as by the ſaid Indenture may more fully appear: **And whereas** *J. J.* of *London*, Merchant, and *M.* his Wife, Siſter of the ſaid *R. J.* the Son, and Daughter of the ſaid *R. J.* deceaſed, or one of them, their or one of their Executors or Adminſtrators, may hereafter claim and pretend a Right to ſome Part or Share of the Perſonal Eſtate of the ſaid *R. J.* deceaſed, by virtue of the Cuſtom of *London*, and may not agree to the Compoſition made by the ſaid *R. J.* the Son, with the ſaid *J. B.* and may commence Suits againſt the ſaid *R. J.* the Son, in Relation to the ſame, and may recover ſome Part or Share of the Perſonal Eſtate late of the ſaid *R. J.* deceaſed, from and againſt him the ſaid *R. J.* the Son: **Now the Condition**, &c. that in caſe the ſaid *J. J.* and *M.* his Wife, or either of them, their or either of their Executors or Adminiſtrators, ſhall at any Time hereafter refuſe to agree to the ſaid Compoſition, and ſhall commence any Suit againſt the ſaid *R. J.* the Son, his Executors or Adminiſtrators, and thereupon recover any Part or Share of the Perſonal Eſtate late of the ſaid *R. J.* deceaſed, from the ſaid *R. R.* the Son, his Executors or Adminiſtrators, that then if the ſaid *J. B.* his Heirs, Executors or Adminiſtrators, ſhall and do on the 25th Day of, *&c.* in caſe before ſuch Time ſuch Recovery ſhall be had againſt the ſaid *R. J.* the Son, his Heirs, Executors or Adminiſtrators within that Time; but in caſe ſuch Recovery ſhall not be had within that Time, then within ſix Calender Months after ſuch Recovery, well and truly pay, or cauſe to be paid unto the ſaid *R. J.* the Son, his Executors or Adminiſtrators, ſo much good *Britiſh* Money as ſhall be ſo recovered againſt the ſaid *R. J.* the Son, by the ſaid *J. J.* and *M.* his Wife, or either of them, their or either of their Executors or Adminiſtrators, in reſpect only of the Sum of 644*l.* 5*s.* 7*d.* agreed by the ſaid *R. J.* (Party hereto) upon the ſaid Compoſition to be remitted and forgiven to the ſaid *J. B.* then the above written Obligation to be void, *&c.*

XIII. Concerning Arbitrators and Awards.

The common Form of a Condition of a Bond of Arbitration.

The Condition, &c. That if the above bound *A.* his Heirs, Executors and Adminiſtrators, for his and their Parts and Behalf, ſhall and do in and by all Things, well and truly ſtand to, obey, abide, obſerve, perform, fulfil and keep the Award, Order, Arbitrament, final End and Determination of —— (*and you may ſay*, or any two of them) Arbitrators indifferently elected, choſen and named, as well by and on the Part and Behalf of the ſaid *A.* as by and on the Part and Behalf of the above named *B.* to arbitrate, award, order, judge and determine, of and concerning all and all Manner of Action and Actions, Cauſe and Cauſes of Actions, Suits, Bills, Bonds, Specialties, Covenants, Contracts, Promiſes, Accounts, Reckonings, Sums of Money, Judgments, Executions, Extents, Quarrels, Controverſies, Treſpaſſes, Damages and Demands whatſoever, at any Time heretofore had, made, moved, brought, commenced, ſued, proſecuted, done, ſuffered, committed or depending, by or between the ſaid Parties, ſo as the Award of the ſaid Arbitrators, (*and you may ſay*, or any two of them) be made and ſet down in Writing indented under their (or any two of their) Hands and Seals, ready to be delivered to the ſaid Parties in Difference, on or before the —— Day of —— then, *&c.*

To be added before the Words, then, *&c. when there is to be an Umpire.*

AND if the ſaid Arbitrators ſhall not make ſuch their Award of and concerning the Premiſſes within the Time limited as aforeſaid, then if the ſaid *A.* his Heirs, Executors and Adminiſtrators, for his and their Parts and Behalfs, do and ſhall well and truly ſtand to, obſerve, perform, fulfil and keep the Award, Determination and Umpirage (*if the Umpire be particularly named*) of *G.* being a Perſon indifferently named and choſen between the ſaid Parties for Umpire, (*but if not particularly named, ſay*) of ſuch a Perſon as the ſaid Arbitrators ſhall indifferently chooſe (for Umpire) in and concerning the Premiſſes, ſo as the ſaid Umpire do make and ſet down his Award and Umpirage in Writing indented under his Hand and Seal ready to be delivered to the ſaid Parties in Difference, on or before the —— Day of —— then, *&c.*

To be added after the Words, then, *&c. when the Award or Umpirage is to be made a Rule of Court.*

AND it is hereby agreed by and between the ſaid Parties, that theſe Preſents and the Submiſſion hereby made of the ſaid Matters in Controverſy, ſhall be made a Rule of his Majeſty's Court of King's Bench (*or* Common Pleas, *&c. as the Caſe is*) to the End the ſaid Parties in Difference ſhall be finally concluded by the ſaid Arbitration of theſe Preſents indented, purſuant to the late Act of Parliament in that Caſe made and provided.

An Arbitration Bond touching a Partition between Joint Tenants, &c.

(*From* A. *to* B.)

Whereas *D.* late of, *&c.* by his laſt Will and Teſtament in Writing duly executed, bearing Date on or about, *&c.* did give and bequeath to his Wife *E.* (*inter alia*) his two Houſes, ſituate, *&c.* and his three Houſes, ſituate, *&c.* during her natural Life, and after her Deceaſe, did will and deviſe that his Eſtate therein ſhould immediately go to *A.* and his Siſter, then and now living, being the Son and Daughter of *G.* of, *&c.* **And whereas** the ſaid *E.* is ſince dead, whereby the ſaid *A.* and *F.* became intitled to the ſaid Houſes and Premiſſes as Joint Tenants: **And whereas** the ſaid *F.* hath ſince intermarried with the ſaid *B.* whereby he the ſaid *B.* is become intitled to one undivided Moiety of the ſaid Houſes: **And whereas** the ſaid *A.* and *B.* have, for their mutual Benefit and Advantage, agreed that the ſaid Joint Tenancy ſhould be ſecured, and that a Partition ſhould be made of the Premiſſes, and that each of them ſhould hold a Moiety thereof in Severalty: **And whereas** the ſaid *A.* and *B.* have agreed, that the ſaid Partition ſhould be made by two Perſons equal and indifferent between the ſaid Parties, and have for that Purpoſe choſen and appointed *H.* of, *&c.* and *J.* of, *&c.* to make a fair and equal Partition of the ſaid Houſes and Premiſſes, and to appoint by Lot, or otherwiſe, which Parcel of the ſaid Premiſſes each of them the ſaid *A.* and *B.* ſhall from the Time of the making of the ſaid Partition enjoy in Severalty: **Now the Condition** of this Obligation is ſuch, that if the above bounden *A.* ſhall and will well and truly abide by and perform ſuch Award as ſhall be made by the ſaid *C. D.* for the fair and equal Partition of the ſaid Premiſſes, and alſo ſhall and will make and execute ſuch Conveyances and Aſſurances in the Law, and do and perform all other Acts, Matters and Things as ſhall be neceſſary or requiſite, or which ſhall by Counſel learned in the Law be reaſonably adviſed or deviſed, for the more perfect and abſolute Conveying and Aſſuring to the ſaid *F.* ſuch Moiety of the ſaid Premiſſes, as ſhall by the ſaid *C. D.* be awarded and allotted to him as aforeſaid, ſo that the ſaid *F.* may peaceably and quietly enjoy the ſaid Moiety in Severalty, or provided no Award ſhall be made within the Space of 14 Days, from the Day of the Date hereof, then in ſuch Caſe this Bond to be void, or elſe to remain in full Force and Effect.

Condition of an Arbitration Bond as to ſettling the Accounts of Executors; Obligation to be from E. *Executor of* B. *to* D. *Widow of* A. *and to* A. *the Son of* A. *and* D. *in* 2000 *l.*

Whereas the above named *A.* the Father, deceaſed, by his laſt Will and Teſtament in Writing duly executed, bearing Date on or about ——— did thereby (*inter alia*) make and appoint the above named *B.* together with *C.* Eſq; Executors and Truſtees of his ſaid Will, during the Minority of the above named *A.* his Son, for the Intent and Purpoſes there-

in mentioned and expreſſed, as by the ſaid Will duly proved by them the ſaid Executors may appear; By Virtue of which Will and Executorſhip they the ſaid *B.* and *C.* ſeverally poſſeſſed themſelves of great Part of the Perſonal Eſtate late of the ſaid *A.* the Father, and alſo received great Part of the Rents of his Real Eſtates, and have ſince reſpectively paid, applied and diſpoſed of great Part of the ſaid Eſtate ſo by them received, upon the Truſts and according to his ſaid Will: And whereas the ſaid *A.* the Son, having attained his Age of 21 Years, an Account of what was by him the ſaid *C.* received, and which remained in his Hands of the Real and Perſonal Eſtates late of the ſaid *A.* the Teſtator, having been ſtated, ſettled and allowed by and between them the above named *D. A.* her Son, and the ſaid *C.* and he the ſaid *C.* having accounted for and paid what was by him ſo received and remaining in his Hands to them the ſaid *D.* and *A.* according to the true Intent of the ſaid Will, they the ſaid *D.* and *A.* her Son, have given a full Releaſe and Diſcharge to the ſaid *C.* of all their Demands, relating to his Acting in the ſaid Executorſhip and Truſts by the ſaid Will in him repoſed: And whereas the ſaid *B.* ſometime ſince departed this Life, having firſt made and duly executed his laſt Will and Teſtament in Writing, and thereof appointed the above bound *J. E.* Executor thereof, as by the ſame Will by him duly proved may appear: And whereas the ſaid *B.* in his Life-time, as being the other Executor of the ſaid *A.* the Father, did receive, pay and apply ſome Part of the Real and Perſonal Eſtate of the ſaid *A.* the Father, purſuant to the Truſts in the ſaid Will contained; but he the ſaid *B.* dying in the Minority of the ſaid *A.* the Son, and no Account having been made and ſettled, as to what was by him the ſaid *B.* ſo received and paid out of the ſaid Eſtates; and he the ſaid *E.* as Executor and Repreſentative, being now liable to make up ſuch Account, and to anſwer and pay the Ballance thereof unto them the ſaid *D.* and *A.* her Son, (if any ſuch ſhall appear due,) and ſuch Account having been by him the ſaid *E.* delivered to them the ſaid *D.* and *A.* her Son, and ſome Diſputes and Difference having ariſen between them, touching ſome Articles and Vouchers in the ſame Account mentioned and contained; they the ſaid *E.* and *D.* and *A.* her Son, for the Ending and Preventing of all further and future Diſputes, Controverſies, Actions and Suits touching the ſame Account, have mutually agreed to refer the ſame to the Arbitrament and Determination of *F.* of, *&c.* (a Perſon choſen by, for and on the Behalf of the ſaid *E.*) and to *G.* of, *&c.* (a Perſon choſen by, for and on the Behalf of them the ſaid *D.* and *A.* her Son); and in caſe the ſaid Arbitrators cannot determine the ſame, that then the ſame ſhall be fully ended and determined by a third Perſon to be by them choſen as an Umpire, in ſuch Manner as herein after is in that Behalf mentioned and expreſſed: Now the Condition, &c. that if the ſaid *E.* his Heirs, Executors and Adminiſtrators, and every of them, ſhall and do for and on his and their Parts, in all Things ſtand to, obey, abide, perform, fulfil and keep the Award, Arbitrament, Order, Determination, final End and Judgment, which ſhall be by them the ſaid *F.* and *G.* made of and concerning the ſaid Account of him the ſaid *E.* ſo delivered as aforeſaid, and of and for all and every the Articles, Vouchers and Things therein contained, and of all Diſputes, Differences, Actions, Suits, Claims and Demands whatſoever touching or concerning the ſame, ſo as ſuch Award, Arbitrament, Determination, final End and Judgment of the ſaid Arbitrators, of and in the ſame Premiſſes, be by them made and given up in Writing under both their Hands and Seals, ready to be delivered to all the aforeſaid in Controverſy within one Month next inſuing the Date hereof; And if they the ſaid Arbitrators of and in the ſaid Premiſſes cannot agree, end and determine the ſame within the ſaid one Month; that then if the ſaid *E.* his Heirs, Executors and Adminiſtrators, and every of them, ſhall and do for and on his and their Parts, in and by all Things ſtand to, obey, abide, perform, fulfil and keep the Award, Arbitrament and Umpirage of ſuch third Perſon an Umpire, as they the ſaid Arbitrators ſhall indifferently name, elect and chooſe for the Ending and Determining of the ſame Premiſſes, ſo as ſuch Award, Umpirage and Judgment of the ſaid Umpire of and in the ſame, be by him ſo made and given up in Writing under his Hand and Seal, ready to be delivered to each of the ſaid Parties in Controverſy, within —— Days next after the End of the ſaid one Month, the ſaid Obligation to be void and of no Effect; otherwiſe the ſame ſhall remain in full Force and Virtue.

Another, from a Part-Owner on the Behalf of his Son, Maſter of a Ship, about Damage of Goods.

Whereas Differences have ariſen and are depending between the above named *A.* and *C.* Son of the above bound *B.* and late Maſter of the Ship —— Burthen —— about and concerning Damages and Waſte of Goods belonging to the ſaid *A.* on board the ſaid Ship, in her late Voyage from —— to —— which Differences by Agreement of the ſaid Parties are referred to the Award, *&c.* (*as in the laſt*) indifferently choſen by and between the ſaid Parties,

to award, &c. and if they do not make the Award, &c. (*as in*—) as hereunder is mentioned; **And** the ſaid *B.* hath alſo undertaken for the ſaid *C.*'s Performance of ſuch Award and Umpirage as ſhall be made concerning the ſame: **Now therefore**, &c. that if the ſaid *C.* or the ſaid *B.* for and on his Behalf, their Heirs, Executors and Adminiſtrators, ſhall and do, &c. (*as in the laſt*) about and concerning the ſaid Matters in Difference, and all or any Actions, Suits and Cauſes thereof, Covenants, Controverſies, Agreements, Sums of Money, Payments, Damages, Claims and Demands whatſoever concerning the ſame; **And** if the ſaid Arbitrators ſhall not, &c. then if the ſaid *C.* or the ſaid *B.* for and on his Behalf, their Heirs, Executors and Adminiſtrators, ſhall and do ſtand to and perform, &c.

About a Riot.

Whereas certain Controverſies or Differences have heretofore ariſen by and between the above bound *W. P.* and *A. P.* and the above named *F. S.* and *H. S.* of, &c. and *T. P.* of, &c. for or concerning *a Forcible or pretended Forcible Entry*, made or pretended to be made in and upon the now Dwelling-Houſe of the ſaid *F. S.* and an Aſſault or pretended Aſſault upon the Perſons of them the ſaid *F. S. H. S.* and *T. P.* **Now the Condition**, &c.

Concerning two Cauſes, one in the Arches Court of Canterbury, *the other in the Eccleſiaſtical Court of the Dioceſe of* Hereford.

The Condition, &c. that *whereas* there are two ſeveral Cauſes now depending, one in the Arches Court of *Canterbury*, and another in the Conſiſtory Court of the Dioceſe of *H.* between the ſaid *M. S. P.* &c. and the ſaid *J. T.* Defendant; **If therefore** the ſaid *J. T.* his Heirs, Executors and Adminiſtrators, do, &c. to arbitrate, award, order, judge of and determine the ſaid Cauſes now depending, ſo as the ſaid Arbitrators do make their Award, &c.

Another between the Maſter, Owners and Freighters of a Ship.

The Condition, &c. that if the above bound *A.* who was late Maſter of the Ship—— and the above bound *B. C.* and *D.* Part-Owners of the ſaid Ship, and the reſt of the Part-Owners thereof, do and ſhall in and by all Things well and truly ſtand to, perform and keep the Award, Judgment, final End and Determination of——Arbitrators indifferently named and choſen, as well by and on the Part and Behalf of the ſaid *A. B. C.* and *D.* as by and on the Part and Behalf of the above named *E.* and *G.* (*Freighters*) to arbitrate, judge and determine of and concerning all and all manner of Actions and Suits, and Cauſes thereof, Debts, Dues, Covenants, Contracts, Agreements, Sums of Money, Controverſies, Differences, Claims and Demands whatſoever at any Time heretofore, had, made, &c. (*as in the common Condition*) between the ſaid Parties, or any of them relating to or concerning the ſaid Ship——and her late Voyage to——and thence to——in the Year——ſo as the ſaid Arbitrators ſhall make, &c. (*as uſual.*)

Another, from Part-Owners and one on the Behalf of the Maſter of a Ship, about Damage demanded for the Breach of Charterparty.

Whereas Differences, &c. and are depending between the above named *D.* of the one Part, and *E.* Maſter of the Ship—— Burthen—— of the other Part, about and concerning a Charterparty, dated, &c. made between the ſaid *E.* Maſter of the ſaid Ship, of the one Part, and the ſaid *D.* of the other Part, and concerning Damages demanded by the ſaid *D.* for a Breach thereof by the ſaid Maſter; which Difference, and likewiſe all or any other Differences and Demands between the ſaid Parties, and all Actions, Suits and Cauſes thereof, Covenants, Contracts, Agreements, Sums of Money, Payments, Damages, Claims and Demands concerning the ſame, the above bound *A.* Part-Owner of the ſaid Ship, and *B.* for and on the Behalf of the ſaid *E.* and the ſaid *D.* have agreed to refer to the Award, Arbitrament, final End and Determination of——Arbitrators indifferently, &c. (*as uſual*) to award, &c. of and concerning the ſame: And if they do not make the Award, &c. (*as in*) as hereunder is mentioned: **Now therefore**, &c. That if the ſaid *E.* and Part-Owners of the ſaid Ship, his and their Executors and Adminiſtrators, for his and their Parts and Behalfs, ſhall and do, &c.——about and concerning the Matters in Difference, and all or any Actions, &c. ——**And** if the ſaid Arbitrators ſhall not, &c. then if the ſaid *E.* his Heirs, Executors, Adminiſtrators and Part-Owners of the ſaid Ship, ſhall do, &c.

Another

Another between the Maſters of two Ships, for themſelves and the Reſt of the Part-Owners about a Prize.

Whereas Differences, &c. between the above bound *A.* and the Reſt of the Part-Owners of the Ship——whereof the ſaid *A.* is Commander, of the one Part, and the above named *B.* and the Reſt of the Part-Owners of the Ship——whereof the ſaid *B.* is Commander, of the other Part, concerning the Parts or Proportions claimed by and belonging to the Owners of the ſaid ſeveral Ships, in Reſpect thereof, of and in a *French*——or Veſſel called the——Maſter, and her Loading, which was lately taken as Prize by the ſaid *A.* and *B.* in and with the ſaid Ships——and——and all Monies ariſing thereby: **Now the Condition**, &c. That if the ſaid *A.* and the Reſt of the Part-Owners of the ſaid Ship——their Executors, Adminiſtrators and Aſſigns, do and ſhall in and by all Things well and truly ſtand to, perform and keep the Award, &c. of——Arbitrators indifferently named by and on the Behalf of the ſaid Parties in Difference, to arbitrate, judge and determine the ſaid Matters in Difference between them, and all or any Actions, &c. concerning the ſame, ſo as their Award ſhall be made, &c.——

Note; *In moſt Bonds from one or more Part-Owners on Behalf of the Reſt, are put in juſt before,* **Now the Condition**, &c. *theſe Words,* And the ſaid——hath undertaken for the Reſt of the Part-Owners of the ſaid Ship Performance of ſuch Award as ſhall be made concerning the ſame: *And then the Condition is as above.*

Another, between Part-Owners and one on the Behalf of Sailors Wages.

Whereas Differences, &c. between the above bound *A.* and the above named *B.* touching the Claims of *C. D.* and *E.* for whom the ſaid *B.* acts, concerning Wages due to them from the ſaid *A* and the Reſt of the Part-Owners of the Ship——,——Maſter; which Differences the ſaid Parties have agreed to refer to the Determination of——: **Now the Condition**, &c. That if the ſaid *A.* his Executors and Adminiſtrators, and the Reſt of the Part-Owners of the ſaid Ship——do and ſhall in and by all Things well and truly ſtand to, perform and keep the Award, Judgment, final End and Determination which the ſaid——Arbitrators, indifferently choſen between them as aforeſaid, ſhall make and give up in Writing, &c. without any Actions, Suits, or any ſuch like Words.

The Difference in the other Part.

——That if the ſaid *B.* and the ſaid *C. D* and *E.* for whom he acts, &c. (*as in the other*) ſhall, &c.

A ſpecial Condition to ſtand to Arbitration, from one of the Executors of a Factor about his Accounts.

Whereas Differences have ariſen and are depending between the above bound *A.* and the above named *B* Executors as above mentioned, concerning certain Accounts depending between the ſaid Parties, the Particulars whereof are contained in a Writing or Paper, dated at——the——ſigned by the ſaid *A.* and intitled——and in one other Writing or Paper, dated at——the——ſigned by *D.* (who is joint Executor with the ſaid *B.*) and intitled——which Accounts, and all Differences and Demands concerning the ſame, the ſaid Parties have agreed to refer to the Award, Judgment and Determination of——Arbitrators indifferently named, as well by and on the Part and Behalf of the ſaid *A.* as by and on the Part and Behalf of the ſaid *B.* to award, order, arbitrate, judge and determine concerning the ſame; *And if to be an Umpire ſay,* **And** if they don't make their ſaid Award within the Time hereunder limited, then to the Umpirage of ſuch a Perſon as the ſaid Arbitrators ſhall indifferently chuſe for Umpire (*or the Umpire may be named as before directed*) as hereunder is mentioned: **Now therefore the Condition**, &c. That if the ſaid *A.* his Executors and Adminiſtrators, for his and their Parts and Behalf, ſhall and do in and by all Things well and truly ſtand to, obſerve, perform, fulfil and keep the Award, Arbitration, Judgment, final End and Determination, which the ſaid——Arbitrators, as aforeſaid, ſhall make and give up in Writing, &c. (*mentioning the Time fixed on, and then ſay*) in and concerning the before mentioned

tioned Accounts, and all or any Actions, Suits, Debts, Dues, Sums of Money, Differences, Damages, Claims and Demands concerning the ſame, (*And if to be an Umpire ſay*, But if the ſaid Arbitrators ſhall not make ſuch their Award, *&c. as before directed*); then, *&c.*

The Difference in the other.

——That if *B.* and *D.* (*the other Executors of* C.) their Executors and Adminiſtrators, and either and every of them.

Another, between two Attornies of Adminiſtrators concerning Differences between the Inteſtates.

Whereas Differences aroſe between the above named *A.* and *G.* ſince deceaſed, about and concerning, *&c.*——which Differences not being adjuſted by the ſaid *A.* and *G.* in their Life-times, the above bound *B.* and *G.* the lawful Attornies, and for and on the Behalf of *D.* and *E.* Adminiſtrators of the Goods and Chattels of the ſaid *G.* and the ſaid *A.* have agreed to refer the ſaid Differences to——Arbitrators, *&c.* to arbitrate, *&c.* concerning the ſame, as hereunder is mentioned: **Now the Condition**, &c. That if the ſaid *B.* and *C.* and the ſaid *D.* and *E.* and either and every of them, their Executors and adminiſtrators, ſhall and do ſtand to, perform and keep the Award, Order, Arbitrament, final End and Determination, which the ſaid——Arbitrators as aforeſaid, ſhall make, *&c.*——in and concerning the ſaid Matters in Difference, and all or any Actions, Suits, Accounts, Sum and Sums of Money, Damages, Claims and Demands concerning the ſame; then, *&c.*

Another, between the Aſſignees in a Commiſſion of Bankruptcy, and the Maſter of a Ship that belonged to the Bankrupt.

Whereas Differences, *&c.*——between the above bound *A.* and the above named *B.* and *C.* Aſſignees and Truſtees, by Virtue of a Commiſſion of Bankruptcy awarded againſt *E.* by his Conſent and Deſire, to defeat Attachments about and concerning an Account depending between the ſaid *A.* and *E.* concerning the Ship——whereof the ſaid *A.* was Maſter; which Differences concerning the ſaid Ship, and all or any other Accounts, Matters and Things depending between the ſaid *A.* and the ſaid *E.* they the ſaid Parties have agreed to refer to the Award, Judgment and Determination of———Arbitrators, indifferently named and choſen by and between the ſaid Parties in Difference in and concerning the Premiſſes: **Now the Condition**, &c. that if the ſaid *A.* do and ſhall, *&c.*

The Difference in the other Part is,

———That if *B.* and *C.* Aſſignees as aforeſaid, do and ſhall, according as the Eſtate of the ſaid *E.* makes out, and in Proportion as his other Creditors do receive, well and truly ſtand to, *&c.*

From a Surety for a Perſon in Variance with another, that ſuch Perſon ſhall ſtand to an Award, purſuant to a Bond of Arbitration agreed to be entered into by the Parties at Variance.

Whereas Differences have ariſen and are depending between *A.* of, *&c.* Father of the above bound *B.* and the above named *C.* **And whereas** the ſaid *A.* and *C.* have agreed, and do intend to ſeal and execute unto each other Bonds of Arbitration, to ſtand to ſuch Award, *&c.* as *D. E.* and *F. &c.* or any two of them, (Arbitrators indifferently named between them) ſhall make on or before the———**And whereas** the ſaid *B.* hath agreed with the ſaid *C.* that he the ſaid *B.* ſhall and will well and truly pay, or cauſe, *&c.* unto the ſaid *C.* all ſuch Sum and Sums of Money as they the ſaid Arbitrators, or any two of them, ſhall award or order to be paid unto the ſaid *C.* by the ſaid *A.* within———Days next after ſuch Award ſhall be ſo made and given by the ſaid Arbitrators, or any two of them, unto the ſaid Parties in Difference, on or at any Time before the ſaid ——and a general Releaſe ſigned, ſealed and executed by the ſaid *C.* unto the ſaid *A.* of all Claims and Demands whatſoever, from the Beginning of the World unto the Day of the Date of the ſaid intended Reference of Bonds of Arbitration: **Now therefore the Condition**, &c. That if the ſaid *B.* his, *&c.* do and

ſhall well and truly pay, or cauſe, &c. unto the ſaid *C.* his, &c. all ſuch Sum and Sums of Money as the ſaid Arbitrators, or any two of them, ſhall by ſuch their Award as aforeſaid order the ſaid *A.* to pay unto the ſaid *C.* within——Days next after ſuch Award ſhall be by them ſo made and given up, on or at any Time before the ſaid——and a general Releaſe, &c. (*as above in the Recital.*)

XIV. Concerning Apprentices, Servants, Clerks, Agents, Factors, and Officers in ſeveral Capacities.

That an Apprentice ſhall ſerve purſuant to his Indentures.

WHereas, &c. (*Recital of the Indentures*): **Now the Condition,** &c. That if the ſaid——the Apprentice ſhall and do well continue with and truly ſerve the ſaid—— his Maſter, for and during the Term of——Years from the Date of the ſaid Indentures, to be accounted according to the Intent and true Meaning of the ſaid Indentures of Apprenticeſhip; then, &c.

From a Father, that his Son, an Apprentice turned over, ſhall ſerve till of Age, and then he ſhall ſign a ſufficient Writing whereby he ſhall oblige himſelf to ſerve the Reſidue of the Term mentioned in his Indentures.

WHereas *D.* Son of the above bound *A.* by his Indentures of Apprenticeſhip under, &c. dated, &c. bound himſelf Apprentice unto *E.* ſince deceaſed, for the Term of ——from——and by *F.* Executor of the ſaid *E.* by Writing under his Hand and Seal, bearing Date, &c. is aſſigned and turned over, with the good Liking of the ſaid *D.* to the above named *B.* as by the ſaid recited Indentures of Apprenticeſhip and Aſſignment, Relation, &c. **Now,** &c. That if the ſaid *D.* ſhall and do, for ſo long Time of the ſaid Term of——in the ſaid Indentures of Apprenticeſhip mentioned, as he ſhall be under the Age of 21 Years, and until he ſhall attain the ſaid Age, well, truly and faithfully continue with and ſerve the ſaid *B.* as his Apprentice, according to the true Meaning of the ſaid recited Indenture of Apprenticeſhip: And likewiſe if the ſaid *D.* ſhall and do within——after Attainment of his ſaid Age of 21 Years, ſign, ſeal and execute unto the ſaid *B.* his Executors, &c. an Indenture, or other ſufficient Writing, wherein and whereby to bind and oblige himſelf unto the ſaid *B.* his Executors, &c. for and during the then Reſidue of the Term of——in the ſaid recited Indentures mentioned, as aforeſaid, and according to the true Meaning thereof, as by the ſaid *B.* his Executors, &c. or his or their Counſel ſhall be adviſed and required; then, &c.

To make Satisfaction for what an Apprentice ſhall imbezil, &c.

WHereas *D.* Son of the above bound *A.* by his Indentures of Apprenticeſhip under his Hand and Seal, bearing Date, &c. hath bound himſelf Apprentice unto the above named *B.* for the Term of——Years, from the Date of the ſaid Indentures of Apprenticeſhip, as thereby, Relation, &c. **Now the Condition,** &c. That if the ſaid *D.* or any others by his Means, Privity or Procurement, (*If the Bond is made after the Indentures, theſe Words may come in here*) ſince the Day of the Date of the ſaid recited Indentures hath waſted, conſumed, imbezilled, miſpended, purloined, made away, or unjuſtly detained, or ſhall at any Time during (*the Remainder of*) the ſaid Term waſte, &c. any of the Monies, Goods, Wares, Merchandizes, or other Things whatſoever, of or belonging to the ſaid *B.* his Executors, Adminiſtrators or Aſſigns, or any other Perſon or Perſons wherewith he or they ſhall or may be charged or chargeable: If then, and ſo often he the ſaid *A.* his Executors and Adminiſtrators, ſhall and do, within——always next after Requeſt made and Notice to him or them in that Behalf given, from Time to Time, make and give unto the ſaid *B.* his Executors, Adminiſtrators or Aſſigns, full Satisfaction and Recompence in lawful, &c. of and for all ſuch Monies, Goods, Wares, Merchandizes or other Things whatſoever, which upon any Accounts or otherwiſe at any Time ſhall truly appear, or be found, confeſſed or proved to be waſted, conſumed, imbezilled, miſpent, purloined, made away, or unjuſtly detained by the ſaid *D.* or by any other Perſon or Perſons, by his Means, Privity or Procurement.

That

That an Apprentice ſhall account, and that Satisfaction ſhall be made for what he imbezils.

—— **Now,** &c. That if the ſaid *D.* ſhall and do, from Time to Time, during the ſaid Term of his Apprenticeſhip, ſo often as he ſhall be thereunto required by the ſaid *B.* his Executors or Adminiſtrators, give a juſt and true Account of all ſuch Sum and Sums of Money, Bills, Notes and other Things, which ſhall be received by, or be committed, or come to the Hands, Charge or Cuſtody of the ſaid *D.* **And** that if the ſaid *D.* or any, *&c.* (*as above.*)

Or, (where the Bond is made after the Indentures)

AFTER the Words, Bills, Notes and other Things (*may be added*) which he at any Time before the Date hereof hath received, not accounted for, and duly paid and diſcharged, and which at any Time hereafter, during the Remainder of his ſaid Apprenticeſhip, ſhall be received, *&c.* (*as above*).

To be added when the Apprentice's Friends are to find his Apparel.

—— **And** (**alſo**) That if the ſaid *A.* his Executors and Adminiſtrators, ſhall and do at all Times, during the ſaid Term of Years, at his and their own proper Coſts and Charges, find and provide unto and for the ſaid *D.* all his Wearing Apparel, both Linen and Woollen, Waſhing, and all other Neceſſaries, and thereof and therefrom, and from all Actions, Suits, Charges and Damages by Reaſon thereof, do and ſhall at all Times hereafter ſave and keep harmleſs and indemnify the ſaid *B.* his Executors, Adminiſtrators and Aſſigns, (* *and his and their Goods and Eſtate, according to the Agreement of the ſaid Parties*) the ſaid recited Indentures of Apprenticeſhip, or any Covenant or Agreement therein contained, or the Cuſtom of the City of *London*, to the contrary notwithſtanding; then, *&c.*

From a Father, that his Son, an Apprentice, who has eloped from his Maſter and imbeziled his Goods, ſhall faithfully ſerve the Reſidue of his Apprenticeſhip, and make good the loſt Time, and all Goods imbezilled, &c.

Whereas *T. T. junior,* (Son of the above bound *T. T. ſenior*) by his Indenture of Apprenticeſhip dated, *&c. Hath* thereby bound himſelf to the above named *S. S.* as an Apprentice, well, truly and honeſtly him to ſerve from the Date thereof for the full Term of ſeven Years from thence next enſuing, as by, *&c.* **And whereas** the ſaid *T. T. junior* ſince his being ſuch Apprentice, hath not only at ſeveral Times abſconded himſelf from the Service of the ſaid *S. S.* (at leaſt for above the Time or Space of five Months without his Maſter's Conſent) but hath alſo imbezilled and converted, or otherwiſe diſpoſed of ſeveral of the Monies and Goods of the ſaid *S. S.* to his own Uſe, the Truth of all which the ſaid *T. T. junior,* doth hereby acknowledge, teſtified by his Signing hereof as a Witneſs: **And whereas** the ſaid *T. T. junior,* is now abſent from the Service of the ſaid *S. S.* yet notwithſtanding the ſeveral Breaches and Faults ſo by him the ſaid *T. T. junior,* ſo made as aforeſaid, upon Application now made by the ſaid *T. T. ſenior,* and *T. T. junior,* and in Conſideration and upon Condition that the ſaid *T. T. junior* now promiſes from henceforth to ſerve the Reſidue of his Time juſtly, and at the End thereof the ſaid five Months loſt Time, or elſe to make him other Satisfaction for the ſame, and alſo in Conſideration that the ſaid *T. T. ſenior* hath voluntarily agreed to be hereby bound for his true Performance thereof, and alſo to pay for all Goods by him to be hereafter imbezilled, and to indemnify the ſaid *S. S.* in ſuch Manner as is herein after mentioned, he the ſaid *S. S.* hath not only agreed to accept of ſuch the ſaid *T. T. junor* his future Service, but alſo to releaſe and forgive all his paſt Breaches of Covenant and other the Matters and Things afore mentioned: **Now therefore the Condition** of the above written Obligation is ſuch, That if the ſaid *T. T. jun.* from henceforth ſhall and do diligently and honeſtly ſerve the ſaid *S. S.* during all the now Remainder of the ſaid Term of ſeven Years, according to the true Intent and Meaning of his ſaid Indenture of Apprenticeſhip; **And alſo** at the End thereof either ſerve the ſaid *S. S.* the ſaid five Months, ſuch his loſt

Recital of Indentures of Apprenticeſhip.

Of Apprentice's abſconding and Imbezilment of Goods.

Promiſe to behave better, and to give Security, *&c.*

Condition.

* Sometimes theſe Words are left out.

Time as aforeſaid, or elſe make him ſome other Satisfaction for the ſame: **And alſo** if the ſaid *T. T. ſenior*, his Heirs, Executors and Adminiſtrators, ſhall truly ſatisfy and pay unto the ſaid *S. S.* his Executors or Adminiſtrators, the full Worth and Value of lawful *Britiſh* Money for all ſuch Monies, Goods and Chattels of and belonging to the ſaid *S. S.* his Executors or Aſſigns, which he the ſaid *T. T. junior* ſhall at any Time during the ſaid Term now to come ſink, imbezil, purloin, give, or otherwiſe convert or diſpoſe of to his own or any other Perſon's Uſe from the ſaid *S. S.* his Executors or Aſſigns, within one Month next after any Confeſſion or other due Proof thereof made; **And alſo** if he the ſaid *T. T. ſenior*, his Executors and Adminiſtrators, ſhall at all Times hereafter indemnify and ſave harmleſs the ſaid *S. S.* his Executors and Adminiſtrators, of and from all Debts, Actions, Suits, Claims and Demands whatſoever, which he or they ſhall or may at any Time hereafter be obliged to pay, ſatisfy, ſuffer or ſuſtain for or by Reaſon or on Account of his the ſaid *T. T. junior* being his Servant, or for or by Reaſon of any other Debts or Demands due and payable during his ſaid Apprenticeſhip; **Then** the above written Obligation to be void; *But* if Default be made in any of the Caſes above mentioned, then, *&c.*

From a Maſter, that, in Conſideration of Money paid him, he ſhall take an Apprentice and teach him his Trade during three Years, and that the Apprentice may leave him at the Expiration of that Term.

Whereas the above named *A.* hath at or before Sealing and Delivery hereof paid unto the above bound *B.* the Sum of, *&c.* the Receipt, *&c.* In Conſideration whereof the ſaid *B.* hath agreed with the ſaid *A.* to take his Son *C.* as his Apprentice for the Term of three Years, from, *&c.* and to teach him the Art of——which he now uſeth, and to provide him with all Neceſſaries during the ſaid Term: **Now therefore the Condition,** &c. That if the ſaid *B.* do and ſhall, during the ſaid Term of three Years, teach and inſtruct the ſaid *C.* the Son, or cauſe him, *&c.* in his ſaid Art and Trade of——which he now uſeth, by the beſt Means he can; and ſhall likewiſe during the ſaid Term find and provide unto and for the ſaid *C.* the Son, good and ſufficient Meat, Drink, Waſhing, Lodging, and other Neceſſaries, during the ſaid Term, (Wearing Apparel excepted) and at the End and Expiration of the ſaid three Years, fully permit and ſuffer the ſaid *C.* the Apprentice, to depart from and leave his ſaid Service, according to the true Meaning of the ſaid Parties and of theſe Preſents; then, *&c.*

From a Maſter, that an Apprentice may leave him at the End of the firſt four Years, and trade for himſelf, and to protect him and make him free.

Whereas *A.* Son of the above named *A. B.* by his Indentures of Apprenticeſhip, bearing the Date above written, hath bound himſelf Apprentice unto the above bound *C.* for the Term of ſeven Years from the Date thereof, as thereby, Relation, *&c.* **And whereas** it was agreed between the ſaid *C.* and *A. B.* before and at Sealing of the ſaid Indentures of Apprenticeſhip, that the ſaid *A.* the Apprentice is to have the Liberty, and may freely depart from and leave the Service of the ſaid *C.* at the End of the firſt four Years of the ſaid Term of ſeven Years, and to uſe and employ the remaining——Years for his own Account and Benefit; and that he the ſaid *C.* will protect him therein as his Servant, and notwithſtanding make, or cauſe the ſaid *A.* at the End of the ſaid Term of ſeven Years, to be made a Freeman of the City of *L.* and Company of *C.* **Now the Condition,** &c. that if the ſaid *C.* his, *&c.* ſhall and do accordingly at the End of the firſt four Years of the ſaid Term of ſeven Years, permit and ſuffer the ſaid *A.* to depart from and leave his and their Service, and to uſe and employ the remaining three Years of the ſaid Term of ſeven Years, in the Art and Trade of a——or otherwiſe as he the ſaid *A.* ſhall think fit, and upon his own Account and Benefit, without any Let or Hindrance by the ſaid *C.* his, *&c.* and ſhall and do alſo, as Occaſion ſhall require, own and protect the ſaid *A.* the Apprentice, in ſuch his Trading and Dealing for his Account, as the Servant of him the ſaid *C.* his, *&c.* for and during all the remaining three Years of the ſaid Term of ſeven Years; and likewiſe if the ſaid *C.* his, *&c.* ſhall and do at the End and Expiration of his ſaid Term of ſeven Years, make, or cauſe the ſaid *A.* to be made a Freeman of the City of *L.* and Company of *C.* as if the ſaid *A.* had ſerved him the ſaid full Term of ſeven Years; then, *&c.*

Between

Between a Maſter and the Apprentice's Father about Day-Wages.

WHereas *R. B.* Son of the above-named *E. B.* hath, by Indentures bearing Date herewith, put himſelf Apprentice unto the above bounden *F. L.* to ſerve thenceforth for the Term of ſeven Years; *Notwithſtanding* which ſaid Indentures, and the uſual Covenants and Articles therein contained, *It was agreed* at and before the Execution thereof, and it was the Intent and Meaning of all the Parties thereunto, that the ſaid *F.* ſhould pay unto the ſaid *E. B.* 8 *d.* a Day for every whole Day, and ſo in Proportion for half a Day the ſaid *R.* his ſaid Apprentice ſhould work with and ſerve him the ſaid *F.* at his Trade, for and during the firſt Year of the ſaid Term; and in like Manner 9 *d.* a Day for every whole Day, and in Proportion for an half Day, he the ſaid *R.* ſhall work as aforeſaid, during the next Year of the ſaid Term; and in the ſame Manner 10 *d.* a Day for every whole Day (and proportionably as before) the ſaid *R.* ſhall ſo work as aforeſaid, during the next two Years of the ſaid Term; **And** from and after the Expiration of the firſt four Years, if the ſaid *F.* ſhall think fit, (if not to releaſe him the ſaid *R.* to work elſewhere) 12 *d.* a Day for every Day's Work, and proportionably for half a Day's Work done as aforeſaid, and employ the ſaid *R.* when he hath Work ſufficient to employ himſelf and the ſaid *R.* **The Condition** therefore of the above written Obligation is, that if the above-bounden *F. L.* ſhall and do in all Things well and truly pay, perform and keep the Agreement aforeſaid; then, *&c.*

From a Mother (on Aſſigning over her Son, an Apprentice, to another Maſter) that the Son ſhall ſerve the Maſter one Year over and above the Term in his Indentures, or in lieu thereof ſhe ſhall pay the Maſter a certain Sum at the Maſter's Election, and that ſhe ſhall find her Son Clothes, and indemnify the Maſter from Charges of Sickneſs or Burial.

WHereas *A.* Son of the above bound *B.* is turned over to the above named *C.* to be his Apprentice for the Reſidue of the Term of ſeven Years of his Indentures of Apprenticeſhip yet to come and unexpired: **And whereas** it is agreed between the ſaid *B.* and *C.* that the ſaid *A.* ſhall ſerve and continue with the ſaid *C.* for the further Term of one Year, after the Expiration of the ſaid *A.*'s Indentures of Apprenticeſhip, or in lieu and Satisfaction for ſuch his Service, is to pay to the ſaid *C.* his, *&c.* the Sum of 20 *l.* which of them the ſaid *C.* his, *&c.* ſhall think fit and chooſe: **Now the Condition,** &c. that if the ſaid *C.* his, *&c.* ſhall at or before the Expiration of the ſaid ſeven Years, chooſe and require the ſaid *A.* to ſerve him for the ſaid one Year longer, then if the ſaid *A.* ſhall and do accordingly for the ſaid one Year, from the Expiration of the ſaid Indentures of Apprenticeſhip to be accounted, dwell and continue with, and faithfully and according to the beſt and utmoſt of his Power, Skill and Knowledge, ſerve and employ himſelf in Buſineſs of the ſaid *C.* his, *&c.* but in caſe the ſaid *C.* ſhall not ſo require the Service of the ſaid *A.* for the ſaid one Year, but ſhall chooſe to have the ſaid 20 *l.* then if the ſaid *B.* her, *&c.* do and ſhall, within —— Months next after Notice or Demand made or given by the ſaid *C.* unto her the ſaid *B.* her, *&c.* of the ſaid 20 *l.* well and truly pay or cauſe to be paid unto the ſaid *C.* his, *&c.* the ſaid Sum of 20 *l.* of, *&c.* for and in lieu and Satisfaction of and for ſuch the Service of her ſaid Son as aforeſaid; and alſo if the ſaid *B.* her, *&c.* ſhall and do at her and their own proper Coſts and Charges, find, provide and allow to and for the ſaid *A.* during the Remainder of the Term to come in the ſaid Indentures of Apprenticeſhip, and for the ſaid further Term of one Year from the Expiration thereof, if he ſhall continue with the ſaid *C.* as aforeſaid, all his wearing Apparel both Linen and Woollen; and likewiſe bear and pay all Charges of Sickneſs, and for the Burial of the ſaid *A.* in caſe he ſhall happen to die within the Time of ſuch his Service as aforeſoid, and thereof and therefrom, and from all Actions, *&c.* by Reaſon thereof, ſhall and do acquit, *&c.* and ſave harmleſs and keep indemnified the ſaid *C.* his, *&c.* and his and their Goods and Eſtate; the ſaid Indentures of Apprenticeſhip, or any Law, Cuſtom or Uſage to the contrary, notwithſtanding; then, *&c.*

For the Truth of a Servant.

WHereas the above named *B.* hath ſuſtained great Loſſes, and been often defrauded, cheated and robbed by ſeveral of his Servants, as well of his Monies, (Goods and Merchandiſes in his Trade,) as of his Houſhold Goods and Proviſions for his Houſe and Wearing Apparel; **To the End therefore** that the ſaid *B.* may be the better ſecured from

Recital that the Maſter has ſuſtained Loſſes by Servants.

from Loſſes and Damages by ſuch Means and Practice as aforeſaid, and that the ſame may be the better prevented or remedied; **The Condition**, &c. that if the above bound *A.* ſhall from Time to Time make and give full Satisfaction in lawful, *&c.* unto the ſaid *B.* his Executors, Adminiſtrators and Aſſigns, as well of and for all ſuch Monies, Goods, Merchandiſes, or other Things belonging to the ſaid *B.* which ſhall at any Time or Times be, or confeſſed, proved or made appear to be waſted, conſumed, miſpent, purloined, imbezilled, ſtolen, wrongfully detained, given, delivered, conveyed or taken away, or ſuffered to be waſted, *&c.* by the ſaid *A.* or by any other Perſon or Perſons, by, with or through his Means, Knowledge, Privity or Conſent; as alſo all ſuch Charges, Expences and Damages which the ſaid *B.* ſhall be at, or ſuſtain for Rewards, Loſs of Time, or otherwiſe, for Diſcovery or Proving any ſuch Act or Thing, which ſhall or may happen to be done, committed or ſuffered to be done by the ſaid —— or by any others, by, with or through his Means, Privity or Conſent as aforeſaid, or for or about the convicting him or them, or for obtaining a Verdict for Breach of Truſt, or otherwiſe, for, about or concerning any ſuch Act or Thing as aforeſaid; then, *&c.*

That a Servant in a Publick Houſe ſhall diligently ſerve, pay to his Maſter or Miſtreſs the Monies by him received, and ſhall not elope, &c.

Whereas the above named *R. P.* (at the ſpecial Inſtance and Requeſt of the above bound *Z. H.*) hath hired and taken the ſaid *Z. H.* to ſerve him the ſaid *R. P.* as his Hoſtler, at the —— Inn in, *&c.* for the Term of —— from the Date hereof: **Now the Condition**, &c. that if the ſaid *Z. H.* ſhall and do, during all the ſaid Term, honeſtly, carefully and diligently behave and imploy himſelf, and uſe his beſt Indeavour in the ſaid Place of an Hoſtler, for the Service and Benefit of his Maſter and Miſtreſs the ſaid *R. P.* and *M.* his Wife; and alſo ſhall and do pay all Monies to be by him received on their Account, either to his ſaid Maſter or Miſtreſs, immediately after his Receipt thereof; **And alſo** if he the ſaid *Z. H.* ſhall not at any Time, either by Day or Night during the ſaid Term, elope or abſent himſelf from ſuch Service of his ſaid Maſter or Miſtreſs at the Place aforeſaid, without their or one of their Leave and Conſent firſt had and obtained, (unleſs it ſhall fully appear to be on their actual Buſineſs); then, *&c.*

For the Truth of a (Banker's) Servant, a Journeyman to a Tradeſman, a Clerk to a Tradeſman, &c. *or a Merchant's Book-Keeper.*

Whereas the above named *B.* at the Requeſt of the above bound *A. C.* and *D.* hath taken and employed, and doth intend to keep and imploy the ſaid *A.* as his Servant, in the Trade and Buſineſs of a Goldſmith and Banker; (*Or* —— doth intend to keep and imploy the ſaid *A.* as his Journeyman, and otherwiſe in the Buſineſs of the ſaid *B.* *Or* **Whereas** the above named *B.* and his Partners, at Requeſt, *&c.* have taken and imployed and do intend to take and imploy the ſaid *A.* to be their Clerk, *Or* —— have taken and imployed, *&c.* —— the ſaid *A.* in the Capacity of a Book-Keeper and Accountant, and ſuch other Buſineſs as the ſaid *B.* ſhall think fit to imploy him about): **Now the Condition**, &c. that if the ſaid *A.* ſhall and do from Time to Time make and give unto the ſaid *B.* his Executors and Adminiſtrators, a juſt and true Account in Writing, and diſcharge himſelf of, for and from, and likewiſe pay and deliver unto the ſaid *B.* his Executors and Adminiſtrators, all ſuch Sum and Sums of Money, Bills, Notes, Goods and Things whatſoever, which he ſhall from Time to Time receive, diſcharge, or which ſhall come to his Hands, Charge or Cuſtody of or belonging to the ſaid *B.* his Executors or Adminiſtrators, or of any other Perſon or Perſons, wherewith he or they ſhall or may be charged or chargable; **If** then and ſo often the ſaid *A. C.* and *D.* (*or elſe ſay*) **And alſo** if the ſaid *A. C.* and *D.* or either or any of them, their, either or any of their Heirs, Executors or Adminiſtrators, ſhall and do make and give, or cauſe to be made and given unto the ſaid *B.* his Executors, Adminiſtrators or Aſſigns, full Satisfaction and Recompence in lawful, *&c.* of and for all ſuch Monies, Bills, Notes, Goods, Wares * Merchandiſes, or other Things whatſoever, of or belonging to the ſaid *B.* his Executors or Adminiſtrators, or of any other Perſon or Perſons, wherewith he or they ſhall or may be charged or chargeable; which at any Time or Times ſhall appear (*or ſay*, which upon making up any Account or Accounts, or otherwiſe, at any Time or Times ſhall appear) to have been received or diſcharged by, or come to the Hands, Charge or Cuſtody of the ſaid *A.* and which

* *Note*; The Words Wares and Merchandiſes are left out when not for Merchants.

which he ſhall not duly account for, pay, deliver and diſcharge himſelf from, to the ſaid *B.* his Executors, Adminiſtrators or Aſſigns as aforeſaid, or which ſhall be found, confeſſed or proved to be waſted, imbezilled, miſpent, or otherwiſe made away, or unjuſtly detained by the ſaid *A.* or by any other Perſon or Perſons, by or through his Means, Privity or Procurement; then, *&c.*

From a Father and Son, to a Merchant for the Fidelity, &c. *of the Son, being in the Capacity of a Clerk.*

Whereas the above named *C.* hath entertained and took into his Service the above bound *B.* with him to ſerve in the Office or Place of a Clerk: **Now the Condition,** &c. that if the ſaid *B.* ſhall and do, during his Continuance in the ſaid Service, honeſtly, carefully and diligently demean and employ himſelf, and uſe his utmoſt Endeavours in the ſaid Place of a Clerk, for the Benefit and Advantage of the ſaid *C.* and ſhall and do at all Times, when by him thereto required, make and give unto him, his Executors, Adminiſtrators or Aſſigns, a true and juſt Account in Writing, at his now Dwelling-Houſe, ſituate in —— aforeſaid, of all ſuch Goods and Monies of him the ſaid *C.* as hath or ſhall come to the Hands, Charge, Cuſtody or Poſſeſſion of the ſaid *B.* and alſo do and ſhall at the Place aforeſaid, as often as ſo required, content and pay in to the ſaid *C.* his Executors, Adminiſtrators or Aſſigns, all and every ſuch Sum and Sums of Money, as he the ſaid *B.* now hath received, or ſhall at any Time hereafter receive, for or on Account of the ſaid *C.* his Executors or Adminiſtrators or any Perſon or Perſons whatſoever; **And further** that if he the ſaid *B.* now hath, or at any Time hereafter, during his ſaid Service, ſhall miſapply, ſpend or imbezil any Sum or Sums of Money whatſoever, being the Property of or belonging to the ſaid *C.* and the ſaid *B.* ſhall not forthwith pay and make good the ſame to the ſaid *C.* then if they the ſaid *A.* and *B.* their Executors or Adminiſtrators, or ſome or one of them, ſhall and do, within the Space of one Month next after any ſuch Miſapplication or Imbezilment ſhall fully be made appear of any ſuch Sum or Sums of Money by the ſaid *B.* well and truly pay the ſame unto the ſaid *C.* his Executors, Adminiſtrators or Aſſigns; then, *&c.*

From a Father to a Son, to pay him 100*l.* *for Agency or Factorage.*

Whereas the above named *J. M.* (Son of the above bound *A. M.*) hath agreed to ſerve him the ſaid *A. M.* in the Nature of his Agent or Factor, to tranſact, manage and look after all the Affairs and Buſineſs of him the ſaid *A. M.* relating to his Buſineſs of a Timber Merchant at *R.* aforeſaid, and all other Places there near adjoining; and alſo to make proper Entries in a Book or Books to be prepared for that Purpoſe, a true and juſt Account of all Timber, and other Goods and Things relating to the ſaid Buſineſs, which ſhall be by him the ſaid *J. M.* bought in and received, and be by him ſold and delivered out for ready Monies, or upon Truſt, or otherwiſe; and alſo to account for and pay to him the ſaid *A. M.* all and every ſuch Sums of Money as ſhall be by him the ſaid *J. M.* received on Account of the ſaid Buſineſs, after all Charges deducted, when and as often as ſo required by the ſaid *A. M.* for that Purpoſe, for and during the Term of one Year certain, to commence from *Michaelmas* Day now laſt paſt, and ſo in like Manner afterwards from Year to Year, for ſuch further Term and Terms of Years, as they the ſaid *A. M.* and *J. M.* during their Joint Lives, ſhall mutually agree and think fit; nevertheleſs determinable in ſuch Manner as herein after is for that Purpoſe mentioned and expreſſed; in Conſideration of which Service ſo to be done and performed by the ſaid *J. M.* he the ſaid *A. M.* hath agreed to pay and ſecure to be paid unto the ſaid *J. M.* the yearly Sum of 100*l.* by quarterly Payments, in ſuch Manner as herein after alſo is mentioned: **Now the Condition,** &c. that if the ſaid *A. M.* his Executors or Adminiſtrators, ſhall and do well and truly pay, or cauſe to be paid unto the ſaid *J. M.* or his Aſſigns, (during the Time of ſuch his Agency or Factorage in the ſaid Buſineſs, and in the Manner as aforeſaid), the ſaid yearly Sum of 100*l.* of, *&c.* clear of all Taxes, Charges and Deductions whatſoever, on the four Feaſts or Quarter-Days following, *viz.* on, *&c.* by four even and equal Portions; the firſt of which quarterly Payments to begin, *&c.* **Then** the ſaid Obligation is to be void and of no Effect; **But** if Default ſhall be made in any or either of the ſaid quarterly Payments, then the ſaid Obligation ſhall be and remain in full Force and Vittue: **Provided always,** and it is hereby mutually agreed and declared, by and between them the ſaid *A. M.* and *J. M.* that in caſe either of them the ſaid *A. M.* and *J. M.* ſhall at any Time during their Joint Lives, give ſix Months Notice in Writing to the other of them, that ſuch Agency or Factorage of him the ſaid *J. M.* in the aforeſaid Buſineſs, ſhall ceaſe and determine at the End of ſuch ſix Months Notice ſo given; or in caſe either of them the ſaid *A. M.* and *J. M.* ſhall happen

Recital, viz. As to the Son's Agreement for his Service of Agency.

As to the Father's Agreement to pay 100*l.* *per Ann.* &c.

The Condition.

Proviſo as to Agency ceaſing.

happen to die before the End of any ſuch ſix Months ſo given; then, and in either of the ſaid Caſes, all future and further quarterly Payments of the ſaid yearly Sum of 100 *l.* (from the End of ſuch Months Notice ſo given as aforeſaid, or upon the Death of either of them the ſaid *A. M.* and *J. M.* as aforeſaid), ſhall from thenceforth abſolutely ceaſe, determine and be utterly void to all Intents and Purpoſes whatſoever; any Thing herein before contained to the contrary thereof in any wiſe notwithſtanding.

From one bound on Behalf of a Factor abroad, that he ſhall be accountable for all Goods, &c. conſigned to him, and make Remittances according to Inſtructions.

THE Condition, &c. that if *A.* and Partners, Merchants at, *&c.* his and their Executors, *&c.* ſhall and do render and give unto the above named *B.* his Executors, *&c.* juſt and true Accounts in Writing, of the Sale and Produce of all ſuch —— and other Goods and Merchandiſes which ſhall be delivered into the Hands of the ſaid *A.* and Partners *C.* and *D.* alſo Merchants at, *&c.* or any or either of them at —— as aforeſaid, by *E.* Maſter of the Ship *F.* now on her Voyage to —— or by any other Perſon or Perſons, from on board the ſaid Ship, on Account of the Owners thereof, and likewiſe all ſuch Returns as ſhall be purchaſed with the Produce or Proceed by Sale of the ſaid, *&c.* and ſhall and do likewiſe anſwer for and make good all ſuch Debts and Sums of Money for which the ſaid —— or any of them, or any Part thereof ſhall be ſold, or which ſhall accrue or be made any ways relating to, or by ſuch Sale or purchaſing of Returns, whether ſuch Debts, or any of them may happen to prove bad or not; and ſhall and do alſo make Remittances of, and return all the Effects and Produce by Sale of the ſaid —— and cloſe the Accounts concerning the ſame, according to the Orders or Inſtructions for that Purpoſe ſent them by and under the Hands of the ſaid *B.* and *G. H.* and *J.* Part-Owners of the ſaid Ship *E.* bearing Date herewith, a true Copy whereof is hereunto annexed and made Part thereof; And likewiſe if the ſaid *A.* and Partners, his and their Exetors, *&c.* ſhall and do obſerve and perform all Matters and Things contained in the ſaid Orders or Inſtructions on his and their Parts to be performed, and that faithfully and juſtly, according to the true Meaning thereof, and of theſe Preſents; then, *&c.*

Another, that a Factor ſhall diſpoſe of Goods conſigned to him to the beſt Advantage, and return Effects according to Order.

WHereas the above named *B.* at the Requeſt of the above bound *A.* hath employed *C.* Merchant, now reſiding at *A.* as his Factor, and hath conſigned Goods and Merchandiſes to him, to be by him ſold and diſpoſed of for the Account of the ſaid *B.* and the Effects returned, as he ſhall from Time to Time order: Now the Condition, &c. that if the ſaid *C.* ſhall and do uſe his beſt Indeavours in the Sale and Diſpoſal of all ſuch Goods and Merchandiſes, which the ſaid *B.* hath conſigned, and ſhall ſend and conſign to him the ſaid *C.* by any Ships or Veſſels departed or bound out, and to depart for *A.* this preſent Seaſon or Summer, according to the Orders of the ſaid *B.* for the moſt Profit and Advantage that he can, and return and conſign back the Produce thereof, according to the Orders of the ſaid *B.* And alſo if the ſaid *C.* ſhall and do, upon Requeſt of the ſaid *B.* his, *&c.* make and give unto him and them juſt and true Accounts in Writing, of all ſuch Goods and Merchandiſes ſo ſent and conſigned, or which ſhall be ſo ſent and conſigned to the ſaid *C.* by the ſaid *B.* by any ſuch Ships or Veſſels in this preſent Seaſon or Summer as aforeſaid, and of the Sale, Diſpoſal, Effects and Produce thereof; then, *&c.*

From an Agent or Manager of the Works of a Colliery (to the Committee) to perform Orders (of a Writing ſigned by the Committee) to give an Account of all Monies received and paid, and pay the Ballance and deliver up all Books, Writings, &c. which ſhall have come to his Hands, to the ſaid Committee.

WHereas *A.* of, *&c. B. C. D. E. F.* and *G.* of, *&c.* the preſent Committee for the *Pleſſy* and *Blythe* Undertaking, have at the Requeſt of the above bound *H.* agreed with and admitted him the ſaid *H.* to be Agent or Manager of the Works or Colliery of and belonging to the ſaid Undertaking: Now the Condition, &c. that if the ſaid *H.* ſhall and do, ſo long as he ſhall be and continue in the Management of the Works and Buſineſs of the ſaid Undertaking, from Time to Time, obſerve and perform the Orders and Directions in Writing, ſigned by and under the Hands of the ſaid Perſons being of the preſent Committee, or of any other or ſucceeding Committee for the ſaid Undertaking, or any three of them; And

And alſo if the ſaid *H.* his Executors and Adminiſtrators, ſhall and do from Time to Time, upon Requeſt, or within ——— make, render and give unto the ſaid preſent Committee, and any ſucceeding Committee for the ſaid Undertaking, juſt and true Accounts in Writing, of and concerning all Monies which he ſhall from Time to Time receive and pay, for and upon Account of the ſaid Undertaking, and of all other Matters and Things relating thereunto, or about or concerning the Management thereof, and of the Affairs thereof; **And alſo** if the ſaid *H.* his Executors and Adminiſtrators, ſhall and do upon Requeſt in that Behalf in Writing, by and from the preſent Committee, or any ſucceeding Committee for the ſaid Undertaking, or any three of them, truly pay, or cauſe to be paid unto the ſaid Committee, or any ſuch ſucceeding Committee, all ſuch Sum and Sums of Money, as upon the Foot or Ballance of all or any ſuch Account or Accounts, ſhall appear to be due, owing or belonging to the ſaid Proprietors of the ſaid Undertaking, by or from the ſaid *H.* his Executors or Adminiſtrators, or for which he or they ſhall or ought to be charged or chargeable, and ſhall then alſo deliver up unto the ſaid Committee, or any ſuch ſucceeding Committee, or the above named ——— in Truſt for the Proprietors of and in the ſaid Undertaking, all Books of Accounts, and other Accounts, Papers and Writings whatſoever, relating or belonging unto the ſaid Undertaking, which ſhall be then in his or their Hands or Cuſtody; then, *&c.*

To go abroad and enter into Service there, or to repay what is advanced on that Account.

Whereas the above bound *A. &c. (reciting the Agreement)* and upon his Arrival there, to appear in his Majeſty's Admiralty; and if he ſhall be approved of there, then to ſerve on board ſuch Ship or Ships belonging to his ſaid Majeſty in the Office or Poſt of a Captain, and at and for ſuch Salary or Allowance as therein mentioned; and in Conſideration of the ſaid Service, the ſaid *B.* hath on the Date hereof paid to the ſaid *A.* the Sum of 10 *l.* for Entrance Money; and the ſaid *B.* hath thereby agreed to pay to the ſaid *A.* the Sum of 10 *l.* Sterling *per* Month for his Subſiſtence, from the Date of the ſaid Articles, until his Arrival and Entrance into the ſaid Service at *Petersburg*; and the ſaid *A.* hath thereby covenanted with the ſaid *B.* that if by his Majeſty's Order or Authority, he ſhall not be permitted to go into the ſaid Service, or ſhall refuſe or neglect, or by Sickneſs or other Caſualty (Death excepted) ſhall not be able, upon Notice from the ſaid *B.* to go on board ſuch Ship, as the ſaid *B.* ſhall order for his Paſſage as aforeſaid, he the ſaid *A.* will repay all ſuch Monies which ſhall be ſo paid for his Subſiſtence, with all incident Charges relating to the Premiſſes, as by the ſaid recited Articles, Relation being thereunto had, may appear: **Now the Condition**, &c. that if by his Majeſty's Order or Authority, the ſaid *A.* ſhall not be permitted to go into the ſaid Service; or if the ſaid *A.* ſhall refuſe or neglect, or by Sickneſs or other Caſualty (Death excepted) the ſaid *A.* ſhall not be able, upon Notice from the ſaid *B.* to go on board ſuch Ship or Veſſel as the ſaid *B.* ſhall provide and order for his Paſſage to *Petersburg*, as in the ſaid Articles is mentioned; then and in either of the ſaid Caſes, if the ſaid *A.* or the above bound *C.* and *D.* or either or any of them, their, either or any of their Heirs, Executors or Adminiſtrators, ſhall and do well and truly return and repay, or cauſe to be paid unto the ſaid *B.* or his Order, as well the ſaid Sum of 10 *l.* ſo paid to the ſaid *A.* for Entrance Money as aforeſaid; as alſo all ſuch Sum and Sums of Money which ſhall be paid to or for the ſaid *A.* by or from the ſaid *B.* for his the ſaid *A.*'s Subſiſtence, as in the ſaid Articles is mentioned, together with all ſuch incident Charges and Expences, which the ſaid *B.* ſhall be at in and about the Premiſſes; then, *&c.*

To ſerve as a Mariner, and allow a Month's pay advanced out of his Wages.

Whereas the above named *B.* is Maſter or Commander of the good Ship or Veſſel called the *S.* of the Burthen of —— Tons, or thereabouts; which ſaid Ship and Maſter is now bound out on a Voyage from *L.* to *F.* and from thence to *G.* and from thence back again to *L.* or ſome other Port in *G. B.* **And whereas** the above bound *A.* hath entred himſelf as a Mariner on board the ſaid Ship, to ſerve therein during the ſaid whole Voyages, at the Wages or Salary of —— *l. per* Month: **And whereas** the ſaid *B.* hath advanced and lent before hand unto the ſaid *A.* the Sum of——*l.* of lawful, *&c.* to provide and furniſh himſelf with Neceſſaries for the ſaid Voyage: **Now the Condition**, &c. that if the ſaid *A.* do and ſhall, well, truly and faithfully ſerve as a Mariner in the ſaid Ship during the ſaid whole Voyage, (if he ſhall ſo long live) and during all that Time, do and ſhall execute and perform (to the beſt of his Power) all the lawful Buſineſs and Commands of the ſaid *B.* and do not, or ſhall not deſert or leave the ſaid Ship or Service, until the ſaid Voyage ſhall be fully ended; **And** if the ſaid *A.* his

his Executors, &c. do and ſhall well and truly pay, or allow out of ſuch Wages as ſhall be juſtly due to him, or otherwiſe, unto the ſaid *B.* his Executors, &c. the ſaid Sum of——*l.* ſo lent as aforeſaid, at the Time of the firſt Payment of Wages to the Mariners of the ſaid Ship; then, &c.

From a Surgeon of a Ship, and his Surety to return a Month's pay advanced, if the Surgeon does not proceed on the Voyage.

Whereas the above bound *A.* hath agreed with the above named *B.* to ſerve and go in and with the good Ship or Veſſel, called, &c. whereof *C.* is Commander, as Surgeon on board the ſaid Ship, for and during her preſent intended Voyage to *J.* and back again to *L.* and thereupon the ſaid *B.* hath, at the Requeſt of the above bound *A.* and *D.* paid and advanced to the ſaid *A.* the Sum of——*l.* being one Month's Pay for his ſaid intended Service during the ſaid Voyage: **Now the Condition**, &c. that if the ſaid *A.* ſhall be on board, and ſail and depart with the ſaid Ship from——on her ſaid intended Voyage; or otherwiſe, in Default thereof, if the ſaid *A.* and *D.* or either of them, their or either of their Heirs, &c. ſhall truly repay, or cauſe to be paid unto the ſaid *B.* his Executors, &c. the ſaid Sum of—*l.* ſo by him paid and advanced as aforeſaid; and in caſe the ſaid *A.* ſhall go the ſaid Voyage, then if he does allow and diſcount the ſaid———*l.* out of his Wages or Way, which ſhall become due for his Service on board the ſaid Ship as Surgeon aforeſaid; then, &c.

That the Obligor ſhall go abroad, and enter into the Service of the Obligee, &c. *purſuant to an Agreement, and permit the Obligee,* &c. *to deduct Money advanced out of his Salary.*

Whereas the above bound *A.* by Articles of Agreement, &c. (*Recite the Agreement*) as thereby, Relation, &c. **And whereas** the ſaid *B.* at the Requeſt of the ſaid *A.* hath at or before Sealing hereof paid and lent unto the ſaid *A.* the Sum of ——*l.* of lawful, &c. the Receipt whereof the ſaid *A.* doth hereby acknowledge: (*Or thus:* **And whereas** in Conſideration of the ſaid Service ſo to be performed by the ſaid *A.* according to the true Meaning of the ſaid recited Articles, the ſaid *B.* hath at or before the Sealing hereof paid unto the ſaid *A.* the ſaid Sum of ——of, &c. in the ſaid recited Articles mentioned): **Now the Condition**, &c. That if the ſaid *A.* ſhall and do accordingly, upon the firſt Notice or Requeſt of the ſaid *B.* his Executors, or Adminiſtrators in that Behalf, after the Date hereof, go on Board, and ſail, and proceed in and with ſuch Ship or Veſſel as the ſaid *B.* ſhall provide and order for his Paſſage to *A.* aforeſaid, (the Dangers of the Seas and Enemies excepted) and upon his Arrival there do and ſhall enter into the Service of the ſaid *B.* or ſuch other Perſon or Perſons in *Ruſſia* (*or* either at *A.* aforeſaid, or any other Place or Places elſewhere in the Dominions of the ——of *R.*) as the ſaid *B.* or his Agents or Correſpondents there ſhall order and direct, according to the true Intent and Meaning of the ſaid recited Articles of Agreement: **And alſo** if the ſaid *A.* his, &c. ſhall truly repay or cauſe to be paid unto the ſaid *B.* his, &c. the ſaid Sum of—— *l.* by him lent, as aforeſaid; and for that Purpoſe ſhall deduct and allow, or permit and ſuffer the ſaid *B.* his Executors or Aſſigns, to take, receive, ſtop and deduct the ſame out of the firſt (half Year's) Wages or Salary which ſhall grow and become due and payable by and from the ſaid *B.* his, &c. unto the ſaid *A.* for or on Account of his Service aforeſaid, by Virtue of the ſaid recited Articles. (*Or thus*: Or otherwiſe if the ſaid *A.* and the above bound *D.* their Heirs, Executors, &c. or any of them, do truly repay, or cauſe, &c. within——Days after Demand thereof, from the ſaid *A.* and *D.* their Executors, &c. or either or any of them); then, &c.

Another, where the Obligee ſhall repay the Money advanced if he does not go abroad and ſerve, &c.

Whereas, &c. (*Recital of the Agreement*): **And whereas** the ſaid *B.* at the Requeſt of the ſaid *A.* hath at or before Sealing hereof advanced and paid unto the ſaid *A.* the Sum of —— *l.* in Part of the Monies which will become due for his Service, by Virtue of the ſaid Articles, the Receipt, &c. **Now the Condition**, &c. (*as in the laſt Precedent to*) and upon his Arrival there ſhall enter into, &c. according to the true Meaning, &c. (unleſs he the ſaid *A.* by the Order and Authority of his Majeſty the King of *Great Britain*, ſhall be forbid, or not permitted, or by Sickneſs or any other Caſualty (Death excepted) ſhall not

be able to go into the ſaid Service); and if the ſaid *A.* ſhall deduct and allow, or permit and ſuffer the ſaid *B.* his Executors, *&c.* to ſtop, retain, deduct and keep the ſaid Sum of —— by him advanced and paid as aforeſaid, out of the firſt Wages or Salary which ſhall become and grow due and payable to the ſaid *A.* by Virtue of the ſaid Articles, (if he ſhall not be hindred from going into the ſaid Service as aforeſaid) or otherwiſe; and in Caſe he ſhall be ſo hindred from going into and performing the ſaid Service, then if the ſaid *A.* or the above bound *D.* or either of them, their or either of their Executors or Adminiſtrators, ſhall and do well and truly return and pay back, or cauſe to be paid unto the ſaid *B.* his Executors, *&c.* the ſaid Sum —— *l.* by him advanced and paid as aforeſaid; then, *&c.*

From an Agent for raiſing Soldiers for the Eaſt-India *Company to the ſaid Company, that he will account for the Money advanced to him for ſuch Uſe.*

(See Title **Obligation**, before.)

Whereas the above bound *A.* hath agreed to raiſe and provide for the above named *Engliſh* Company trading to the *Eaſt-Indies*, ſeveral Men, to ſerve them the Space of —— Years as Soldiers at their Forts and Factories in the *Eaſt-Indies*: **And whereas** the ſaid Company, in Conſideration thereof, have agreed to allow and pay to the ſaid *A.* the Sum of 40 *s.* for every Man the ſaid *A.* ſhall put on Board ſuch Ship, as the ſaid Company ſhall appoint for their Tranſportation to the *Eaſt-Indies*: **Now the Condition**, &c. That if the above bound *A.* do and ſhall from Time to Time well and truly account for, and pay and ſatisfy unto the ſaid Company all and every ſuch Sum and Sums of Money, not exceeding the Sum of 100 *l.* in the Whole, which the ſaid Company ſhall pay to the ſaid *A.* by way of Advance, for providing Soldiers as aforeſaid, (that is to ſay) if the ſaid *A.* do within the Space of one Month from the Date hereof, deliver on Board the ſaid Company's Ships ſo many Men, at the Rate of 40 *s.* a-piece, as will amount to ſuch Sum or Sums of Money as the ſaid Company ſhall have advanced and paid to the ſaid *A.* as aforeſaid; or otherwiſe if the ſaid *A.* and *B.* or either of them, their or either of their Heirs, *&c.* do and ſhall well and truly pay, or cauſe to be paid to the ſaid Company, or their Order, all or ſo much of ſuch Sum or Sums of Money which ſhall be ſo advanced, and ſhall remain in the Hands of him the ſaid *A.* and not accounted for by Delivery of Men, at 40 *s.* a piece, as aforeſaid; then, *&c.*

For the Fidelity of a Deputy of the Receiver General of a County.

Whereas the above named *D.* being Receiver General of all ſuch Sum and Sums of Money as are or ſhall be payable to his Majeſty, by or from the County of —— as well by Virtue of a certain Act of Parliament, intitled, *An Act for granting an Aid to his Majeſty by a Land Tax, and to be raiſed in the Year* —— *as alſo by Virtue of an Act of Parliament for granting ſeveral Rates or Duties upon Houſes*: **And whereas** the ſaid *D.* at the Inſtance and Deſire of the above bound *A.* hath deputed and appointed him the ſaid *A.* to be one of his Deputy Receivers, or Tellers, under him the ſaid *D.* for him and on his Behalf to receive ſuch Sum and Sums of Money as ſhall ariſe or be payable to his ſaid Majeſty by or from the ſaid County of —— by Virtue of the ſaid recited Acts of Parliament, or either of them: **Now the Condition**, &c. That if the ſaid *A.* do and ſhall well and truly (upon the reaſonable Requeſt of the ſaid *D.*) account with him the ſaid *D.* for all ſuch Monies as he the ſaid *A.* ſhall or may receive from Time to Time, by Virtue of ſuch Deputation or Appointment from him the ſaid *D.* and do and ſhall from Time to Time, and at all Times during his Employment under the ſaid *D.* well and truly pay or cauſe to be paid into the Receipt of his Majeſty's Exchequer, or to ſuch other Perſon or Perſons, and in ſuch Manner, as the ſaid *D.* ſhall direct and appoint, all and every ſuch Sum and Sums of Money as he the ſaid *A.* ſhall or may receive, without any Manner of Deduction or Abatement whatſoever; ſaving all accidental Loſſes which may happen by caſual Fire, or Loſſes by Robbery, in the Conveyance of the ſaid Money from Place to Place, into his ſaid Majeſty's Receipt of Exchequer; then, *&c.*

From an Under-Sheriff to the High-Sheriff.

The Condition of this Obligation, *&c.* That **Whereas** our Sovereign Lord *G.* the Second, by the Grace of God, *&c.* by his Letters Patent bearing Date, *&c. Did* appoint, nominate and make the above named *A. B.* High-Sheriff of the Counties of *C.* and *H.* Which ſaid *A. B.* afterwards by his Indenture bearing Date, *&c. Did* depute, aſſign, conſtitute

ſtitute and ordain the above bound *C. D.* his Under-Sheriff of the ſaid Counties of *C.* and *H.* as in and by the ſaid Indenture more fully and at large it doth and may appear: **If therefore** the ſaid *C. D.* the above bound *E. F.* and *H. J.* their Heirs, Executors, and Adminiſtrators and every of them, do at all Time and Times hereafter ſave and keep harmleſs and indemnified as well the ſaid *A. B.* his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, as alſo the Lands, Tenements, Hereditaments, Goods and Chattels of the ſaid *A. B.* of, for, touching and concerning the Returns and Executions of all ſuch Proceſs, Writs and Warrants, of what Nature ſoever they be, as are or ſhall be directed to the Sheriff of the ſaid Counties of *C.* and *H.* and ſhall be brought and delivered, or offered to be delivered to the ſaid *C. D.* during the Time that the ſaid *A. B.* ſhall be Sheriff of the ſaid Counties, and of and from all Iſſues, Fines and Amerciaments which ſhall happen to be impoſed or taxed upon the ſaid *A. B.* for and concerning the not Executing, wrongful Executing or Detaining in his Hands any Writs, Proceſs or Warrants, and of, for and concerning all Eſcapes of all and every Perſon or Perſons that ſhall be arreſted or apprehended by Virtue of any ſuch Proceſs, Writ or Warrant, during the Time that the ſaid *A. B.* ſhall continue Sheriff of the ſaid Counties of *C.* and *H.* and alſo if the ſaid *C. D. E. F.* and *H. J.* their Heirs, Executors and Adminiſtrators, and every of them, ſhall ſave harmleſs and indemnified the ſaid *A. B.* and his Heirs and Aſſigns, and his and their Lands, Goods and Chattels, of, for or concerning all ſuch Account and Accounts as the ſaid *A. B.* is or ſhall be charged withal as Sheriff of the ſaid Counties of *C.* and *H.* to our Sovereign Lord the King, his Heirs or Succeſſors, in any of his Majeſty's Courts, and of all Sums of Money which ſhall be levied or received by the ſaid *C. D.* as Under-Sheriff of the ſaid *A. B.* or any Bailiff or other Perſon, by the Direction or Aſſent of the ſaid *C. D.* to the Uſe of our Sovereign Lord the King, his Heirs or Succeſſors; that then, *&c.* (*a*)

For the Executing of a Gaolerſhip.

The Condition, &c. That if the above bounden *A. B.* Gaoler to the ſaid Sheriff of the County of *Y.* do from Time to Time receive and take into his Ward and Cuſtody within the Gaol at the Caſtle of *Y.* in the County of *Y.* aforeſaid, all ſuch Perſon and Perſons, Priſoner and Priſoners, which ſhall be committed or ſent to the ſaid Gaol, or any committed to the Ward and Cuſtody of the ſaid Gaoler by the ſaid Sheriff or his Deputy, or by any Juſtice or Juſtices of the Peace, or by any other having lawful Authority to commit Perſons or Priſoners to the ſaid Gaol; and the ſaid Perſons and Priſoners ſo committed as aforeſaid, do well and truly, duly and ſufficiently, by his own proper Perſon, or by his ſufficient Deputy or Deputies ſo keep, that the ſaid Sheriff, his Heirs and Executors, and all the Lands, Tenements, Goods and Chattels of the ſaid Sheriff, be ſaved harmleſs from all Loſſes, Penalties, Amerciaments and Damages whatſoever, as well againſt our Lord the King, as alſo againſt all other Perſon and Perſons of, for and concerning the Cuſtody and Keeping of the ſaid Gaol and Priſoners within the ſaid Caſtle of *Y.* and likewiſe do diſcharge, ſave and keep harmleſs the ſaid Sheriff, his Heirs and Executors, and alſo all his Lands, Tenements, Goods and Chattels, from Time to Time, and at all Times hereafter, of and from all and every Eſcape and Eſcapes, as well of convict Perſons, Reprieves and Felons, as of all other Perſons now committed for any Contempts, Condemnations, Treſpaſſes or Miſdemeanors, which may happen or chance hereafter to be committed to the ſaid Gaol, for any the Cauſes aforeſaid, during the Time the ſaid *C. D.* ſhall be Sheriff of the County of *Y.* and likewiſe the ſaid *A. B.* or any other by his Conſent, Privity or Appointment, in any wiſe let to Bail or Mainprize any Priſoner or Priſoners to him committed as aforeſaid, not bailable by the Law of the Nation, without the ſpecial Commandment or Appointment of the ſaid Sheriff; and if the ſaid *A. B.* or his ſufficient Deputy, be ready to give his Attendance upon the ſaid Sheriff and his Deputy at all Times neceſſary and convenient, and all and every lawful Thing and Things that he ſhall be required to do by the ſaid Sheriff or his Deputy touching or concerning the, *&c.* Affairs and Buſineſs wherewith the ſaid Sheriff is or ſhall be charged or employed in or about the Keeping of the ſaid Gaol or Priſon; that then, *&c.* (*b*)

(*a*) See Deputations.
(*b*) See Deputations.

To the Sheriffs of London *on a Perſon being made Serjeant at Mace.*

WHereas the (*c*) within bounden *R. Y.* is retained by the within named Sheriffs of *London* in the Office of a Serjeant of Mace, from the Day of the Date within written inclusive until the Feaſt of St. *Michael* the Archangel, which ſhall be in the Year of our Lord God 17——exclusive: **Now the Condition** of the Obligation within written is ſuch, That if the ſaid *R. Y.* and his Yeoman ſhall not permit any Perſon or Perſons by him or them taken in Execution by the Time aforeſaid, by Virtue of any Warrant to any of the Serjeants at Mace of the ſaid Sheriffs, by the ſaid Sheriffs directed to go at Liberty out of their Cuſtody, but the ſaid Perſons, and every of them, ſhall ſafely and ſecurely keep, until the Plaintiff named in ſuch Execution ſhall ſeal and deliver a good and ſufficient Releaſe of ſuch an Execution to the Uſe of the ſaid Sheriffs, or that the ſame Perſon or Perſons ſhall otherwiſe be diſcharged by due Courſe of Law, as the Secondary ſhall direct, or ſhall commit the ſaid Perſon or Perſons to Priſon within the ſaid City of *London*, under the Cuſtody of the ſaid Sheriffs; **And** ſhall in no wiſe deliver or pay any Sum or Sums of Money by him the ſaid *R. Y.* levied or ſeiſed, either to the Plaintiff named in ſuch Execution, or to any other Perſon or Perſons whatſoever, until ſuch Plaintiff ſhall ſeal and deliver a good and ſufficient Releaſe of ſuch Execution to the Uſe of the ſaid Sheriffs, or ſome other Diſcharge, as the Secondary ſhall direct or approve of; **And** ſhall, upon all ſuch Seiſure or Seiſures by him to be made of any Goods by Virtue of any Execution, take care that able and ſubſtantial Men be made uſe of for Appraiſers, and ſuch as are ſkilful in the Commodities ſeiſed, and that of ſuch Goods ſo ſeiſed he ſhall forthwith bring an Inventory into the Office; **And alſo** that the ſaid *R. Y.* after an Arreſt made by him by Virtue of any Warrant upon any mean Proceſs, ſhall at or before the Return thereof bring the Perſon or Perſons arreſted by him to the ſaid Office at the *Compter* to bail, whence ſuch Warrant is granted, or for want thereof commit him to the proper Priſon appointed for that Purpoſe, or cauſe ſuch Writ, in Caſe of an Agreement betwixt the Parties Plaintiff and Defendant in ſuch Writ named, to be withdrawn, or otherwiſe ſufficiently diſcharged, by Allowance of the Secondary; **And alſo** in Caſe any Writ or Writs ſhall be brought to the ſaid Office, either to the ſaid Secondary or his Clerk, againſt the ſaid *R. Y.* at the Suit of any Perſon or Perſons whatſoever, that the ſaid *R. Y.* upon Notice thereof, ſhall either give Appearance or Bail to ſuch Writs as the Nature of them ſhall require; **And likewiſe** that if the ſaid *R. Y.* and his Yeoman ſhall well and faithfully ſerve the ſaid Sheriffs, and either of them, in their reſpective Places during the Time aforeſaid, and ſhall ſave harmleſs and indemnified the ſaid Sheriffs, and either of them, their Heirs, Executors, Adminiſtrators, and every of them, as well againſt our Sovereign Lord the King, his Heirs and Succeſſors, as againſt any other Perſon or Perſons whatſoever, for or by Reaſon of any Execution or Executions, Eſcapes, or any other Matter or Thing whatſoever, which during the Time aforeſaid ſhall be done and executed by the ſaid *R. Y.* or any his Deputies or Aſſigns, by Reaſon or Colour of his ſaid Office, which he or they by Virtue of his ſaid Office ought to have done; and ſhall alſo during the ſaid Time well and ſufficiently obſerve and fulfil all and every the Commands of the ſaid Sheriffs, their Under-Sheriffs or Secondaries, and thoſe deputed by the ſaid Sheriffs to execute their Office of Sherivalty; then the within written Obligation to be void, otherwiſe to be and remain in full Force and Virtue.

A Bond given on being choſen Treaſurer of the New River *Company.*

T. D. *(the Treaſurer)* J. B. E. S. *and* J. G. *(Sureties) to the Governor and Company of*, &c.

WHereas at a Court held by the Governor and Company of the *New River*, brought from *Chadwell* and *Amwell* to *London*, on *Tueſday* the ſixth Day of *November* laſt, the above bounden *T. D.* was elected and ſworn Treaſurer of the ſaid Company for the Year then next enſuing: **Now the Condition** of the Obligation above written is ſuch, That if the ſaid *T. D.* do and ſhall, whilſt he continues Treaſurer of the ſaid Company, from Time to Time, according to the Direction and true Intent of the Charter whereby the ſaid Governor and Company are incorporated, when he ſhall be required thereunto by the ſaid Governor and Company, make a true and perfect Account of all Monies by him received and paid as Trea-

(*c*) It was the antient Cuſtom to write the Obligation on one Side, and the Condition by Indorſement on the other Side, which Cuſtom in ſome Caſes is now obſerved; and the Word *within* is here and in other Places uſed inſtead of *above*.

ſurer of the ſaid Company, and alſo do and ſhall make true Payment and Diſtribution of the clear Gain and Profits (after neceſſary Charges and Expences, and the Officers Fees and Allowances are firſt deducted) of all the Rents and Profits ariſing and coming out of and by the *New River* Work, and the things thereto belonging, which ſhall be by him received whilſt he continues Treaſurer of the ſaid Company, to the ſeveral Parties intereſted in the ſaid *New River* Work, according to their ſeveral Parts, Shares, Proportions and Intereſts, and according to the true Meaning of the ſaid Charter; and do and ſhall well and honeſtly behave himſelf in all other Things relating to the ſaid Place of Treaſurer ſo long as he continues in the ſame, according to the true Intent and Meaning of the ſaid Charter; then the Obligation above written to be void, or elſe, *&c.*

Condition that a Churchwarden ſhall account.

THE Condition of this Obligation is ſuch, That whereas the above named *A. B.* Rector, with the other Pariſhioners of the Pariſh of——have, before the Date of the above written Obligation, elected and choſen the above bound *C. D.* to be Churchwarden of the ſaid Pariſh for the Year now next enſuing, to receive and pay all ſuch Sum and Sums of Money, and do and perform all other Things as ſhall any ways concern the ſaid Church of—— or belonging to the Office of a Churchwarden there: If therefore the ſaid *C. D.* do and ſhall, at all Times during his Continuance in the ſaid Office of Churchwarden, keep a juſt, true and perfect Account in Writing, of the Receipts and Payments of all Sums of Money, Plate, Goods, and other Things whatſoever, as ſhall come to his Hands, Charge or Cuſtody, in Right of the ſaid Church or Pariſh, or of the Poor of the ſaid Pariſh; and alſo if the ſaid *C. D.* his, *&c.* do and ſhall at the End of the ſaid Year now next enſuing, (*or* at the Expiration of his Office), make and deliver to the ſaid *A. B.* and others the Pariſhioners of the ſaid Pariſh of——or ſuch Perſons as they ſhall appoint, (*or* ſuch of them as ſhall be in that Behalf appointed by the Order of the Veſtry for the ſaid Pariſh), a true, juſt and perfect Account of the Receipts and Payments of all ſuch Sums of Money, Plate, Goods, and other Things, as ſhall come to his Hands as aforeſaid; and upon ſuch Account made and delivered up, do well and truly pay and deliver unto ſuch Perſon or Perſons as ſhall be appointed in that Behalf as aforeſaid, all ſuch Sum and Sums of Money, Plate, Goods, and other Things whatſoever, as then ſhall remain in his Hands on the Balance of the ſaid Account, and be in his Charge and Cuſtody in the Right of the ſaid Church, Pariſh or Poor, at the Time of ſuch Account made; then, *&c.* or elſe, *&c.*

A Condition that a Rent-Gatherer ſhall render a juſt Account.

WHereas the above named *R. H.* Eſq; has retained and employed the above bound *R. R.* to be Receiver of the Rents, Iſſues and Profits of all and ſingular his the ſaid *R. H.*'s Meſſuages, Lands and Tenements, ſituate, lying and being in—— Now the Condition of this Obligation is ſuch, That if the above bounden *R. R.* his Heirs, Executors or Adminiſtrators, ſhall and do from Time to Time, and at all Times hereafter, as often as he or they ſhall be thereunto requeſted by the ſaid *R. H.* his Heirs, Executors, Adminiſtrators or Aſſigns, well and truly pay or cauſe to be paid unto the ſaid *R. H.* his Heirs, Executors, Adminiſtrators or Aſſigns, all ſuch Sum and Sums of Money, as he the ſaid *R. R.* ſhall have had or received of the ſaid Rents, Iſſues and Profits, and to render to the ſaid *R. H.* and his Heirs, Executors, Adminiſtrators or Aſſigns, a true, juſt and perfect Account of all and every Sum and Sums of Money that ſhall be by him had, received, paid, laid out or diſburſed of, from, for or on Account of the ſaid Lands and Tenements, or the Rents, Iſſues and Profits thereof, or of, for or on Account of the ſaid *R. H.* his Heirs, Executors, Adminiſtrators or Aſſigns; and alſo well, juſtly, truly and honeſtly, in every Reſpect behave himſelf in the ſaid Office or Employment of Receiver of the aforeſaid Rents, Iſſues and Profits; then this Obligation to be void, or elſe to be and remain in full Force and Virtue.

XV. Con-

XV. Concerning Proceedings in Court.

Condition of a (a) Bail-Bond in B. R.

Vide ante for the Obligation.

THE Condition of this Obligation is ſuch, That if the above bounden *A. B.* do appear before our Sovereign Lord the King at *Weſtminſter*, on —— next after —— (*as in the Writ or Warrant*) to anſwer to *E. F.* of a Plea of Treſpaſs; and alſo to a Bill of the ſaid *E.* againſt the ſaid *A.* to be exhibited according to the Cuſtom of the Court of the ſaid Lord the King, before the King himſelf, for —— *l.* (*or as the Caſe is*); then this Obligation to be void and of no Effect, otherwiſe to remain in full Force and Virtue.

The like in C. B.

——Do appear before the Juſtices of our Sovereign Lord the King at *Weſtminſter* on the *Octave* of St. *Hilary*, to anſwer *E. F.* of a Plea of Treſpaſs, and alſo to anſwer the ſaid *E.* according to the Cuſtom of the Court of the ſaid Lord the King of Common Bench, of a Plea of Debt upon Demand for —— *l.* (*as in the Writ*); then, *&c.*

For the forthcoming of a Perſon in 15 *Days after his Diſcharge out of the Poultry-Compter, or to pay Part of the Debts within the Time.*

WHereas *E.* of, *&c.* is now in Cuſtody at the *Poultry-Compter*, *London*, upon and by Virtue of three ſeveral Actions againſt him, at the ſeveral Suits of the above named *B. C.* and *D.* And whereas the ſaid *B. C.* and *D.* have, at the Requeſt of the above bound *A.* agreed to withdraw their Actions, and diſcharge the ſaid *E.* out of Cuſtody for ſome Time, not exceeding 15 Days next enſuing the Date above written, and the ſaid *A.* hath undertaken and agreed, either to deliver the Body of the ſaid *E.* into the Cuſtody at one of the *Compters* for the City of *London*, for the ſaid Debts to them the ſaid *B. C.* and *D.* owing as aforeſaid, or otherwiſe to pay unto one of them the ſaid *B. C.* and *D.* the Sum of 15*l.* for the Uſe of himſelf and the other two, in equal third Parts; or unto each of them the ſaid *B. C.* and *D.* the Sum of 5*l.* a-piece of lawful, *&c.* in Part of the reſpective Debts to them due and owing by and from the ſaid *E.* Now therefore the Condition, &c. that if the ſaid *A.* his Executors, *&c.* ſhall and do, upon Demand made by them the ſaid *B. C.* and *D.* or either of them, within 15 Days next enſuing the Date above written, deliver or cauſe the Body of the ſaid *E.* living or dead, to be delivered unto them the ſaid *B. C.* and *D.* their Executors, *&c.* or ſome or one of them; or otherwiſe if the ſaid *E.* his Executors, *&c.* ſhall and do within the ſaid 15 Days pay or cauſe to be paid unto either of them the ſaid *B. C.* and *D.* the Sum of 15*l.* of, *&c.* for the Uſe of himſelf and the other two, in equal three Parts, or unto each of them the ſaid *B. C.* and *D.* reſpectively, or their reſpective Executors, *&c.* the Sum of 5*l.* a-piece of, *&c.* in Part of the reſpective Debts to them due and owing by and from the ſaid *E.* then, and in either of the ſaid Caſes, this Obligation to be void, or, *&c.*

To juſtify Actions, &c. *commenced*, &c. *by Letter of Attorney.*

THE Condition, &c. that Whereas, &c. (*Recital of a Letter of Attorney to receive Money from* J. V. *on Bond*); If therefore the ſaid *R. C.* his Executors and Adminiſtrators, and every of them, do at all Times hereafter avow, juſtify and maintain all and every ſuch lawful Action and Actions, Plaints, Proceſs, Suits, Judgments and Executions, as the ſaid *J. F.* his, *&c.* ſhall commence and purſue in the Name of the ſaid *R. C.* his, *&c.* againſt the ſaid *J. V.* his, *&c.* upon or by Reaſon of the before-mentioned Obligation; then, *&c.*

(a) See Title Aſſignments for the Aſſignment of a Bail-Bond.

A Condition to pay proportionable Shares of the Charges of a Suit concerning a Common.

THE Condition of this Obligation is ſuch, That whereas there is within the Pariſh of *W.* in the County aforeſaid, a certain Parcel of Paſture-Ground, containing by Eſtimation ſixty Acres, called *Eaſtſide Common:* And whereas every of the above bound *T. C. J. H. P. W.* and *W. F.* reſpectively, are ſeiſed of ſeveral Lands and Tenements in the ſaid Pariſh of *W.* to which Lands and Tenements reſpectively, there doth belong Common of Paſture for Sheep upon the ſaid *Eaſtſide Common*, at certain Times in the Year: And whereas *J. C.* of *W.* aforeſaid, Gent. doth claim Common of Paſture for Sheep in the ſaid *Eaſtſide Common* at ſuch Times as he ought not to have ſuch Common of Paſture there: And thereupon the ſaid *T. C. J. H.* and *P. W.* and one *R. T.* of *W.* aforeſaid, and Under-Tenant of the ſaid *W. F.* or ſome of them, did lately diſtrain and impound the Sheep of the ſaid *J. C.* depaſturing in the ſaid *Eaſtſide Common*, whereupon the ſaid *J. C.* hath brought againſt them ſeveral Actions of Replevin: And the ſaid *T. C. J. H. P. W.* and *R. T.* have jointly and ſeverally retained the above named *N. C.* to defend for them the ſaid Actions of Replevin, and to proſecute and defend other Actions concerning the ſaid Common. If therefore every of them the ſaid *T. C. J. H. P. W.* and *R. T.* reſpectively, by Parts and Portions, ratable and proportionable to the reſpective Quantities of Land by every of them reſpectively occupied or poſſeſſed, and whereunto Common of Paſture for Sheep on the ſaid *Eaſtſide Common* doth appertain, do and ſhall from Time to Time, upon every Requeſt made, well and truly pay, or cauſe to be paid unto the ſaid *N. C.* all ſuch Sum and Sums of Money as the ſaid *N. C.* ſhall expend, lay out, or reaſonably deſerve to have, for or in the proſecuting or defending the ſeveral Actions of Replevin before-mentioned, or any other Action or Actions, for or in the Names of the ſaid *T. C. J. H. P. W.* and *R. T.* or any of them, for, about, or concerning the ſaid Common, called *Eaſtſide Common:* And alſo if every of them the ſaid *T. C. J. H. P. W.* and *R. T.* reſpectively, by ſuch Parts and Portions as aforeſaid, upon every Requeſt made, do or ſhall pay and bear mutually to and amongſt each other, all ſuch Coſts, Charges and Damages as they or any of them ſhall expend, pay or ſuffer for or by Occaſion of the Actions of Replevin before-mentioned, or any other Actions or Suits brought or to be brought by, for or againſt them or any of them, touching or concerning the ſaid *Eaſtſide Common*: And alſo if any of them the ſaid *T. C. J. H. P. W.* and *R. T.* ſhall not at any Time acquit, releaſe or diſcharge the ſeveral Actions of Replevin before-mentioned, or any Judgment, Execution, Coſts or Damages to be thereupon had or obtained, or any other Action, Suit, Judgment, Execution, Coſts or Damages touching or concerning the ſaid *Eaſtſide Common*, by, for or in the Names of any of them to be proſecuted, had or obtained without the Licence or Conſent of three of them the ſaid *T. C. J. H. P. W.* and *R. T.* thereunto firſt had and obtained in Writing; then this Obligation, *&c.*

Note; *The Bond was made to the Attorney of the Obligors, a Truſtee indifferent between them.*

XVI. Concerning Letters of Attorney.

From a Perſon impowered by Letter of Attorney to receive Debts to the Perſon that impowered him, that he will not compound or abate any of the Debts owing by two Perſons excepted againſt in the Letter of Attorney.

Whereas the above named *B.* by Writing or Letter of Attorney under his Hand and Seal, bearing Date, *&c.* hath made, *&c.* the above bound *A.* to be his true, *&c.* Attorney, *&c.* to demand, *&c.* ſuch Debts, *&c.* payable to the ſaid *B.* from all, *&c.* by Bond, *&c.* and if need be, to compound, *&c.* (other than and except for the Debts owing to the ſaid *B.* by *D.* now or late of, *&c.* and *F.* now or late of, *&c.* of which ſaid Debts owing by the ſaid *D.* and *F.* or either of them, the ſaid *B.* hath thereby ordered no Compoſition or Abatement ſhall be made by Virtue of the ſaid Letter of Attorney), and upon Receipt, *&c.* as by, *&c.* Relation, *&c.* Now the Condition, &c. that if the ſaid *A.* ſhall not, nor do at any Time hereafter, compound or agree for, or make any Manner of Compoſition, Allowance, Deduction or Abatement whatſoever, of, in, for or out of the Principal Money and Intereſt thereof, or any Part thereof, which by the Account delivered, or which ſhall be delivered to him the ſaid *A.* by the ſaid *B.* ſhall appear to be due and owing by and from the ſaid *D.* and *F.* or either of them, unleſs by any other or farther Power, Authority

or Order in Writing, under the Hand and Seal of the ſaid *B.* his Executors, *&c.* for that Purpoſe, the ſaid *A.* ſhall be impowered, ordered or allowed to compound, agree for, and make any ſuch Compoſition, Deduction or Abatement, in or for the Debts owing by and from the ſaid *D.* and *F.* or either of them; **And alſo** that if the ſaid *A.* ſhall not, nor do any ways releaſe or diſcharge the ſaid Debts ſo due and owing, by and from the ſaid *D.* and *F.* or either of them, or any Action, Suit, Proceſs or Proceeding at Law or in Equity, for Recovery or Receipt thereof, or of either of the ſaid Debts, or any Part thereof, until he the ſaid *A.* ſhall have actually received the full Monies ſo due and owing by and from the ſaid *D.* and *F.* their Executors, *&c.* reſpectively, or ſuch Part or Parts of the ſaid Debts, or either of them; which the ſaid *B.* his Executors, *&c.* ſhall ſo as aforeſaid direct, order and impower the ſaid *A.* to accept and take for the ſaid Debts, or either of them, in caſe the ſaid *B.* his Executors, *&c.* ſhall give any ſuch further, and other Power, Order, Direction and Authority to the ſaid *A.* to compound for or make any Abatement or Allowance of or for the ſaid Debts; then, *&c.*

XVII. Concerning Maintenance.

For a Father to find his Son, an Apprentice, with Clothes, and to make good Imbezilments.

Whereas *J. G.* (Son of the above bound *J. G.*) by his Indenture of Apprenticeſhip, bearing even Date herewith, hath put himſelf Apprentice to the above named *R. K.* for the Term of ſeven Years from thence next inſuing: **Now the Condition,** &c. that if the ſaid above bound *J. G.* his Heirs, Executors and Adminiſtrators, do and ſhall at his and their own proper Coſts and Charges, from Time to Time, and at all Times during the ſaid Term of ſeven Years, find and provide him the ſaid *J. G.* with ſufficient and decent Apparel of all Sorts; and thereof and therefrom ſhall in all Things ſave, keep harmleſs and indemnified the ſaid *R. K.* his Executors, Adminiſtrators and Aſſigns, as alſo of and from all Covenants for finding of him the ſaid *J. G.* with ſuch Apparel in the ſaid Indenture contained; **And alſo** if the *J. G.* his Heirs, Executors and Adminiſtrators, ſhall and do well and truly ſatisfy and pay unto the ſaid *R. K.* his Executors, Adminiſtrators or Aſſigns, the full Worth and Value of lawful *Britiſh* Money, for all ſuch Plate, Monies, Goods or Chattels, of and belonging to the ſaid *R. K.* his Executors, Adminiſtrators or Aſſigns, which he the ſaid *J. G.* at any Time during the ſaid Term of ſeven Years, ſhall ſink, imbezil, purloin, give, or otherwiſe convert to his own or any other Perſon's Uſe, from the ſaid *R. K.* his Executors, Adminiſtrators or Aſſigns, within one Month next after any Confeſſion or other due Proof thereof made, then the above written Obligation to be void; but if Default be made in any of the Caſes above mentioned, then the ſaid Obligation to be and remain in full Force and Virtue.

For a Father to find his Son, an Apprentice to a Maſter of a Ship, Clothes during his Apprenticeſhip, and to keep him with Victuals, &c. *(on his Maſter's Requeſt) when in* England.

Whereas the above named *B.* at the Requeſt of the above bound *A.* hath taken *D.* Son of the ſaid *A.* to be his Apprentice for —— from the Date of his Indentures of Apprenticeſhip, which bear even Date with theſe Preſents, as thereby, Relation being, *&c.* **Now the Condition,** &c. that if the ſaid *A.* (*the Father*) his Executors and Adminiſtrators, do and ſhall, at his and their own proper Coſts and Charges, find and provide unto and for the ſaid *D.* all his Wearing Apparel, both Linen and Woollen during the ſaid Term of his Apprenticeſhip; and likewiſe when and as often as the ſaid *B. (the Maſter)* ſhall be at home at his Dwelling-Houſe at —— or other Habitation in *England*, and ſhall not have Occaſion to uſe or imploy the ſaid *D. (the Apprentice)* in or about his Service or Buſineſs; **If then** and ſo often the ſaid *A.* his Executors and Adminiſtrators, at his and their like Charge, ſhall and do from Time to Time, upon the Notice and Requeſt in that Behalf of the ſaid *B.* his Executors or Adminiſtrators, take the ſaid *D.* into his and their Keeping, and at his and their like Charge, provide and allow him his Diet, Lodging and other Neceſſaries during the Time of ſuch his being at home, and not being employed by or in the Service of the ſaid *B.* his Executors or Aſſigns as aforeſaid, and ſhall and do, as often as it ſhall happen, pay the Charge of his Paſſage to and from —— according to the Agreement of the ſaid Parties in that Behalf before and at the Sealing the ſaid Indentures of Apprenticeſhip, and thereof and therefrom, and from all Actions, Suits and Damages by Reaſon thereof, ſhall and do indemnify and keep

harmleſs the ſaid *B.* his Heirs, Executors and Adminiſtrators; the ſaid Indentures of Apprenticeſhip, or any Covenant or Clauſe therein to the contrary, notwithſtanding; then, *&c.*

For finding Apparel for an Apprentice, or paying Money in lieu thereof.

Whereas, &c. *(Recital of the Indentures)*: **And whereas** it is agreed by and between the ſaid *E. R.* and *H. S.* that the ſaid *E. R.* his Executors or Adminiſtrators, or ſome of them, ſhall and will from Time to Time, and at all Times during the ſaid Term of ſeven Years, find and provide to and for the ſaid *J. R.* good and ſufficient and neceſſary Raiment and Apparel, as Coats, Waiſtcoats, Breeches, Shoes Stockings, Shirts and Hats, and all Things needful and neceſſary for an Apprentice: **Now the Condition** of this Obligation is ſuch, that if the above bounden *E. R.* his Executors and Adminiſtrators, ſhall and do from Time to Time, as often as Need or Occaſion ſhall be or require, find and provide for the ſaid *J. R.* during all the aforeſaid Term of ſeven Years, ſuch ſufficient Raiment and Apparel as aforeſaid, (or in lieu or ſtead thereof ſhall pay, or cauſe to be paid unto the ſaid *H. S.* the Sum of —— yearly, and every Year during the ſaid Term of ſeven Years, for and towards the ſaid *H. S.*'s finding and providing the ſaid Raiment and Apparel); then this Obligation to be void and of no Effect, otherwiſe to remain in full Force and Virtue.

A Condition to keep a Perſon during Life.

The Condition of this Obligation is ſuch, that **Whereas** the above bound *A. B.* for and in Conſideration of the Sum of —— to him in Hand paid by the above named *C. D.* hath agreed and undertaken to keep and maintain the ſaid *C. D.* during his Life; **If therefore** the ſaid *A. B.* his Executors or Adminiſtrators, ſhall from Time to Time, and at all Times hereafter, during the natural Life of the ſaid *C. D.* well and ſufficiently maintain and keep, or cauſe to be well and ſufficiently maintained and kept, the ſaid *C. D.* in the Houſe of him the ſaid *A. B.* with Meat, Drink, Clothes, and all other Things neceſſary and convenient; then, *&c.* —— or elſe, *&c.*

From two Perſons as Security, that a Grandmother in Conſideration of a Sum of Money, &c. ſhall bring up and educate two of her Grandchildren.

Whereas *D.* Wife of *E.* of, *&c.* and Grandmother of *F.* and *G.* Children of *H.* late of, *&c.* deceaſed, and *J.* his Wife, as well for the Love and Affection which ſhe beareth to her ſaid Grandchildren, as in Conſideration of the Sum of, *&c.* in Hand, *&c.* and of the further Sum, *&c.* hath agreed to take and provide for the ſaid *F.* and *G.* and to diſcharge the ſaid *J.* their Mother, and the ſaid *C.* therefrom; and the above bound *A.* and *B.* are contented and have agreed to become bound for ſaid *D.*'s Performance of the ſaid Agreement: **Now the Condition**, &c. that if the ſaid *D.* ſhall and do from Time to Time, bear and pay the Charges of Education and bringing up the ſaid *F.* and *G.* and find and provide them with wearing Apparel of all Sorts, Diet, Lodging, and all other Neceſſaries, until they reſpectively attain the Age of 21 Years or marry, and thereof and therefrom, and from all Coſts, Charges, Expences, Troubles and Damages, for or by Reaſon thereof, ſhall and do at all Times hereafter diſcharge, ſave and keep harmleſs and indemnified, as well the ſaid *J.* the Mother of the ſaid Children, and the ſaid *C.* their Executors, *&c.* as all other Perſon or Perſons, which are or ſhall, or may be charged or chargeable with, for or concerning the ſaid *F.* and *G.* the Children, or either of them; he the ſaid *C.* his, *&c.* paying to the ſaid *D.* the ſaid further Sum of —— *l.* over and above the ſaid —— *l.* paid at Sealing hereof as aforeſaid, in Manner following, *viz.* —— *l.* Part thereof on, *&c.* and —— *l.* Reſidue thereof on, *&c.* which the ſaid *C.* doth hereby agree to pay accordingly; then, *&c.*

XVIII. Concerning poor Children and Baſtards.

To indemnify a Pariſh from all Charges for ſeven Years, on Account of taking a poor Child to keep.

Whereas the above bound *A.* hath taken *G.* a poor Child of the aboveſaid Pariſh of St. *K. C.* to keep and provide for the ſaid Child at his own Charge, and the above named Overſeers have allowed him 20*s.* to buy ſome neceſſary Cloathing for the ſaid Child; and the ſaid

ſaid *A.* hath alſo agreed to ſave the ſaid Pariſh harmleſs from and concerning the ſaid Child, during the Space of ſeven Years from the Date hereof: **Now the Condition**, &c. that if the ſaid *A.* his Executors and Adminiſtrators, do and ſhall at all Times, for and during the ſaid Time of ſeven Years, diſcharge and ſave and keep harmleſs and indemnified the ſaid Pariſh of, from and concerning the ſaid Child, and all Suits, Charges, Coſts, Payments, Troubles and Damages, for or in any wiſe concerning the ſaid Child; then, *&c.*

From a Lodger to indemnify the Pariſh from any Child or Children, his Wife is big withal.

Whereas *D.* Wife of the above bound *A.* being now great with Child, is lately become a Lodger or Inmate within the Pariſh of St. *K. C.* aforeſaid, and thereupon the ſaid *A.* hath agreed to diſcharge and indemnify the ſaid Pariſh from all Charges and Damages, for or by Reaſon of his ſaid Wife, and the Child or Children ſhe is now great withal as aforeſaid: **Now the Condition**, &c. that if the ſaid *A.* his Executors and Adminiſtrators, do and ſhall at all Times hereafter diſcharge, ſave and keep harmleſs and indemnified the Churchwardens, and other Officers for the Time being of the Pariſh aforeſaid, and the ſaid Pariſh of and from all Coſts, Charges, Payments, Troubles and Damages whatſoever, for or by Reaſon of the ſaid *D.* or any Child or Children ſhe ſhall be delivered of, or which ſhall be born of her within the Pariſh; then, *&c.*

To diſcharge a Pariſh of a Baſtard Child, given to the Churchwardens and Overſeers of the Poor before the Child is born.

Whereas *M. F.* of, *&c.* in the County of *D.* Spinſter, before one of his Majeſty's Juſtices of the Peace for the ſaid County of *D.* hath ſworn that ſhe is great with Child, and that the above named *R. R.* is the Father of ſuch Child or Children ſhe now goeth with: **Now the Condition**, &c. that if the above bound *B. R.* and the ſaid *E. F.* and *G. H.* or either or any of them, their, or either or any of their Heirs, Executors or Adminiſtrators, do and ſhall from Time to Time, and at all Times hereafter, fully and clearly acquit, exonerate and diſcharge, or otherwiſe well and ſufficiently ſave and keep harmleſs and indemnify as well the above named *W. D.* and *J. S.* Churchwardens and Overſeers of the Poor of the Pariſh of *L.* aforeſaid, and their Succeſſors for the Time being, and every of them, as alſo all the Inhabitants and Pariſhioners of the ſaid Pariſh of *L.* which now are, or hereafter ſhall be, for the Time being, and every of them, of and from all and all Manner of Expences, Damages, Coſts and Charges whatſoever, which ſhall or may in any Manner at any Time hereafter ariſe, happen, come, grow, or be impoſed upon them, or either or any of them, for or by Reaſon or Means of the ſaid *M. F.*'s being now great with Child as aforeſaid, or for or by Reaſon or Means of the Birth, Maintenance, Education and bringing up of ſuch Child or Children, that the ſaid *M. F.* now goeth with, and ſhall be delivered of, and of and from all Actions, Suits, Troubles, Charges, Damages and Demands whatſoever, touching and concerning the ſame; then, *&c.* —— or elſe, *&c.* ——

To take Care of the Mother in her lying in, and of the Child, and to indemnify the Pariſh.

Whereas *E. C.* of the Pariſh of St. *D.* aforeſaid, is gotten with one or more Child or Children, by the above bounden *J. S.* as appeareth on the Accuſation and Oath of her the ſaid *E.* and ſhe being as yet undelivered of ſuch Child or Children, and being thereby likely to become a Burden upon, and be a Charge to the ſaid Pariſh of St. *D.* **Now the Condition** of the above written Obligation is ſuch, that if the above bound *J. S. N. P.* and *J. T.* or any or either of them, their, or any or either of their Heirs, Executors, Adminiſtrators or Aſſigns, do and ſhall find and provide her the ſaid *E.* with all Things proper, neceſſary, fit and convenient, during the Time of her lying in with ſuch Child or Children; and alſo do and ſhall from Time to Time, and at all Times hereafter, from and after the Birth of ſuch Child or Children, as now is or are in the Body of her the ſaid *E.* and yet unborn, acquit, releaſe, diſcharge, ſave, defend, keep harmleſs and indemnified, as well the above named *W. B.* and *F. H.* the preſent Churchwardens of the ſaid Pariſh of St. *D.* as alſo the preſent Overſeers and Collectors for the Poor of the ſame Pariſh, and their reſpective Succeſſors for the Time being; as alſo all and every other the Inhabitants and Pariſhioners of the ſame Pariſh, and every of them, of and from all and all Manner of Coſts, Charges, Damages, Ex-

pences and Demands whatſoever, as well touching the lying in of her the ſaid *E. C.* as alſo ſuch other Charges, which ſhall or may at any Time or Times hereafter, in any Manner ariſe, happen, grow, or be impoſed upon the ſaid Churchwardens, Overſeers, Collectors and Pariſhioners, and their Succeſſors for the Time being, for or by Reaſon or Means of ſuch Child or Children *to be born*, now being in the Body of her the ſaid *E. C.* yet unborn as aforeſaid; **And alſo** that if they the ſaid *J. S. N. P.* and *J. T.* their Executors and Adminiſtrators, ſome or one of them, ſhall and will, when they or any of them ſhall be thereunto required by any of the Officers of the ſaid Pariſh of St. *D.* for the Time being, appear before a Juſtice of the Peace, and then and there, upon Oath before ſuch Juſtice, declare how the ſaid Child or Children is or are provided for and maintained, or in caſe of his, her or their Death, the Time and Place of his, her or their Burial; then and in ſuch Caſe the above written Obligation ſhall be void, *&c.*

To indemnify a Pariſh from a Baſtard born, and when required, to appear before a Juſtice to declare how it is provided for, &c.

The Condition, &c. That if the above bounden *A. N.* and *J. M.* their Heirs, Executors, Adminiſtrators and Aſſigns, do and ſhall from Time to Time, and at all Times hereafter, acquit, releaſe, diſcharge and ſave harmleſs, as well the above named *W. B.* and *F. L.* Churchwardens of the aboveſaid Pariſh, and the Overſeers and Collectors for the Poor of the ſaid Pariſh, which now are or hereafter ſhall be for the Time being, and every of them; as alſo all the Inhabitants and Pariſhioners of the ſaid Pariſh, and every of them, of and from all Manner of Coſts, Charges and Expences, which ſhall or may in any Manner ariſe, happen, come, grow, or be impoſed upon them, or any of them touching or concerning a Female Baſtard Child, born of the Body of *M. G.* in the Houſe of *A. N.* in the ſaid Pariſh of St. *D.* in the Weſt aboveſaid, of which *P. G.* Mariner, is by the ſaid *M. G.* ſaid to be the Father; and alſo ſhall and will, when they or any of them ſhall be thereunto required by any of the Pariſh Officers of the Pariſh of —— aforeſaid, for the Time being, appear before a Juſtice of the Peace, and then and there, upon Oath before ſuch Juſtice, declare how the ſaid Female Baſtard Child is provided for and maintained, or in caſe of its Death, the Time and Place of its Burial; then, *&c.*

To indemnify a Pariſh from a Child, where the Mother pretends to have a Huſband, but will not tell who he is.

Whereas *A. L.* is brought to bed of a Female Child which hath been ſince chriſtened by the Name of *A. M.* and the ſaid *A. L.* not being willing to diſcover who is her Huſband, ſhe pretending it would be a Prejudice to her if ſhe ſhould diſcover the ſame: **Now the Condition** of this Obligation is ſuch, that if the above bounden *R. C.* and *L. S.* or either of them, their, *&c.* do and ſhall from Time to Time, and all Times hereafter, well and ſufficiently ſave harmleſs and indemnified the above named *W. B.* and *S. L.* and their Succeſſors, and all the Pariſhioners of the Pariſh of —— aforeſaid, of and from all Expences, Charges, Coſts and Damages, that they, or any or either of them, may at any Time hereafter ſuſtain or be put unto, by Reaſon or Means of the ſaid *A. M. L.* the Infant, and upon them the ſaid *R. C.* and *L. S.* or either of them indemnifying the ſaid *W. B.* and *S. L.* and the reſt of the Pariſhioners aforeſaid; that then, *&c.*

To indemnify the reputed Father of a Baſtard.

Whereas *E. S.* of, *&c.* Spinſter, upwards of ſix Years ago was delivered of a Female Child which is ſuppoſed to have been begotten by the ſaid *J. C.* **And whereas** the ſaid *J. C.* having been threatened to be proſecuted on Account of the ſaid Child, has paid to the ſaid *T. W.* for the Uſe of the ſaid *E. S.* the Sum of —— in full Diſcharge of all Sums which he ſhall or may be liable to pay on the ſaid Account: **Now the Condition,** &c. that if the above bound *T. W.* his, *&c.* ſhall, *&c.* ſafely keep harmleſs and indemnified the ſaid *J. C.* his Executors and Adminiſtrators, of and from all and every Sum and Sums of Money, Debts, Damages and Demands whatſoever, which the ſaid *J. C.* may at any Time or Times hereafter be ſubject to, liable or obliged to pay on Account of the ſaid Child, and from all Actions and Proſecutions for the ſame; then, *&c.*

Another

Another.

WHereas *H. R.* late of, *&c.* but now of, *&c.* a ſingle Woman, was on or about the Month of, *&c.* delivered of a Female Baſtard Child, within the Pariſh of *B.* in the County of *S.* which ſaid Baſtard Child may become chargeable to the ſaid Pariſh: **And whereas** the ſaid *H. R.* hath declared and charged that the above named *H. B.* is the true Father of the ſaid Baſtard Child: **And whereas** the above bounden *E. M.* in Conſideration of the Sum of 10*l.* of, *&c.* to him paid by the ſaid *H. B.* before the Execution hereof, hath undertaken and agreed to free, indemnify and ſave harmleſs the ſaid *H. B.* of, from and againſt all Coſts, Charges and Damages, that ſhall or may happen or ariſe by Reaſon or Means of the ſaid Baſtard Child being born in the ſaid Pariſh, or of the ſaid *H. B.* being the reputed Father therof: **Now the Condition**, &c. that if the above bounden *E. M.* his Heirs, Executors and Adminiſtrators, or any of them, do and ſhall from Time to Time, and at all Times for ever hereafter, ſave and keep harmleſs and indemnified him the ſaid *H. B.* his Heirs, Executors and Adminiſtrators, and every of them, and alſo the Churchwardens and Overſeers of the Poor of the ſaid Pariſh of *B.* and their Succeſſors for the Time being, and all the Pariſhioners and Inhabitants of the ſaid Pariſh, and every of them, of and from all Coſts, Charges, Damages and Expences whatſoever, which hath, ſhall or may happen, ariſe or be impoſed upon the ſaid *H. B.* his Executors or Adminiſtrators, or the ſaid Churchwardens and Overſeers for the Time being, for or by Reaſon of the ſaid Baſtard Child being born within the ſaid Pariſh, or the Providing or Maintaining of the ſame, or for or by Reaſon of the ſaid *H. B.* being the reputed Father hereof, or of the ſaid *H. R.*'s lying in of the ſaid Baſtard Child within the ſaid Pariſh; and alſo of and from all other Coſts, Charges, Damages, Demands and Expences whatſoever, which the ſaid *H. J. B.* his Heirs, Executors or Adminiſtrators, or the ſaid Churchwardens or Overſeers of the Poor of the ſaid Pariſh for the Time being, ſhall or may ſuſtain or be put unto, touching or in any wiſe concerning the ſame; that then, *&c.*

For the future Maintenance of a Baſtard Child.

WHereas the above named *T. B.* together with *J. G.* of, *&c.* Gent. did become bound unto the above bound *R. P.* in the Penalty of 50*l.* by their Bond, dated the, *&c.* with Condition thereunder written, Reciting, That **whereas** one *J. M.* was then with Child, and travelling of a Child or Children, which, when born, was or would be illegitimate; *And therefore it was conditioned* that the ſaid *J. G.* and *T. B.* their Heirs, Executors, Adminiſtrators or Aſſigns, ſhould ſave harmleſs and keep indemnified the ſaid *R. P.* his Heirs, Executors and Adminiſtrators, from all Damages and Incumbrances whatſoever, that might or ſhould then after happen, by Means of the ſaid *J. M.* being with Child as aforeſaid, **Which** ſaid *J. M.* was afterwards delivered of one Female Child within the Pariſh of, *&c.* **And** the ſaid *R. P* became bound with ſufficient Security to ſave the ſaid Pariſh of, *&c.* harmleſs from any Charges thereupon by Reaſon of the ſaid Baſtard Child: **And whereas** the ſaid *R. P.* and the ſaid *T. B.* in the Name, and for and on the Behalf of the reputed Father of the ſaid Baſtard Child, have come to an Agreement as touching the Maintaining of the ſaid Child; **And** the ſaid *R. P.* has agreed to maintain and keep the ſame, and for ever hereafter to diſcharge the reputed Father thereof from the ſame, upon and in Conſideration of the Sum of 20*l.* to him now in Hand paid; **The Condition thereſore** of the above written Obligation is ſuch, that if the above bounden *W. F.* and *R. P.* their Heirs, Executors or Adminiſtrators, or ſome or one of them, do and ſhall from Time to Time, and at all Times hereafter, well and truly maintain and keep the ſaid Baſtard Child, and ſave harmleſs and keep indemnified, as well the ſaid reputed Father, as the ſaid *T. B.* and *J. G.* of and from all and all Manner of Charges, Damages and Expences, that ſhall or may ariſe, happen or be brought for or by Reaſon of any Matter, Cauſe or Thing whatſoever, relating to the ſaid Child or Laws for the Maintaining thereof, and do and ſhall bear harmleſs the ſaid Pariſh of, *&c.* from all Damages, for or by Reaſon of the ſaid *J. M.* being delivered, and her ſaid Baſtard Child born therein, and ſave harmleſs the ſaid *T. B. J. G.* and the ſaid reputed Father from the ſame; then, *&c.*

Recital of a Bond to indemnify a Perſon.

The Child born.

Bond to the Pariſh.

Agreement to keep the Child and diſcharge the reputed Father.

Condition.

From an Heir at Law to an Executor, to pay a Sum of Money to the Executor by him disburſed, in caſe a Baſtard Child ſhall die before Age, and the Heir at Law become intitled to Premiſſes.

Bequeſt of Lands, &c. to the Baſtard when of Age.

WHereas *W. R.* of, &c. by his Will, bearing Date, &c. did, (amongſt other Things) after Payment of his juſt Debts and Legacies, give all his Real and Perſonal Eſtate to his natural Son *W. R.* when he ſhould attain his full Age of 21 Years; but in caſe the ſaid *W. R.* the Younger, ſhould happen to die before he attained the Age of 21 Years, then the ſaid *W. R.* the Elder, directed and appointed all his Eſtate, that the ſaid *W. R.* the Younger ſhould be intitled unto, ſhould go to his near Relation and next of kin by Conſanguinity of Blood, and conſtituted and appointed *E. P.* and *J. B.* Executors of his ſaid Will, and ſoon after died: **And whereas** the ſaid *E. P.* and *J. B.* proved the ſaid Will in the Prerogative Court of *Canterbury*, and took upon themſelves the Burthen and Execution thereof, but they wanting Money to pay the Legacies given by the ſaid Will, and to compleat the Purchaſe of two Freehold Meſſuages, ſituate, &c. and which the ſaid Teſtator *W. R.* had contracted for and paid Part of the Purchaſe Money before his Death, they the ſaid *E. P.* and *J. B.* mortgaged ſome Leaſehold Houſes, Part of the ſaid Teſtator's Eſtate, to one *S. B.* for the Payment of the Sum of 300*l.* and Intereſt, and by Virtue thereof paid the Legacies, and compleated the Purchaſe ſo made by the ſaid *W. R.* as aforeſaid: **And whereas** the ſaid *S. B.* now demands Payment of the ſaid Sum of 300*l.* which the ſaid *J. B.* the ſurviving Executor is at preſent obliged to pay out of his own Eſtate, not having Aſſets of the ſaid Teſtator's to pay the ſame: **And whereas** the above bound *M. R.* the Siſter next of Kin and Heir at Law to the ſaid Teſtator *W. R.* would be intitled to his Eſtate, in caſe the ſaid *W. R.* the Younger, ſhould die before he attains his Age of 21 Years: **Now the Condition**, &c. that in caſe the ſaid *W. R.* the Younger, ſhould die before he attains the Age of 21 Years, that then if the ſaid *M. R.* her Heirs, Executors, Adminiſtrators and Aſſigns, or any of them, do and ſhall well and truly pay, or cauſe to be paid, at and immediately after ſhe, they or any of them ſhall be in Poſſeſſion of the ſaid Teſtator's Eſtate, or any Part thereof, unto the ſaid *J. B.* his Executors, &c. the ſaid Sum of 300*l.* or ſo much thereof as ſhall be unpaid by the Rents and Profits of the ſaid Premiſſes, at the Time of the Death of the ſaid *W. R.* the Younger; then, &c.

Probate.

Executors to pay Legacies, &c.

Mortgagee demands his Money.

Condition.

XIX. Concerning Eccleſiaſtical Affairs.

A Condition for a Parſon preſented to a Living to reſign the ſame, upon Requeſt, after ſix Years, &c.

THE Condition of this Obligation is ſuch, That **Whereas** the Rectory or Pariſh Church of *S.* in the County of *S.* is now become void by the natural Death of *R. B.* the laſt Incumbent thereof: **And whereas** it belongeth to the above named *A. B.* as Truſtee for the above named *C. D.* to preſent thereunto: **And whereas** the ſaid *A. B.* hath this Day preſented unto the ſaid Rectory and Pariſh Church the above bound *E. F.* intending hereafter to preſent thereunto the ſaid *C. D.* when he ſhall be capable thereof, or ſome Friend of the ſaid *C. D.* If therefore the ſaid *E. F.* ſhall be admitted, inſtituted and inducted into the ſaid Rectory and Pariſh Church of *S.* aforeſaid, and ſhall and do within ſix Months next after the Expiration of ſix Years, to be computed from the Date of the above written Obligation, upon Requeſt made to him for that Purpoſe, abſolutely reſign the ſaid Rectory and Pariſh Church, and ſhall and do give Notice of ſuch his Reſignation to the ſaid *A. B.* his Executors or Adminiſtrators, and ſhall and do procure ſuch Reſignation to be accepted, ſo that the ſaid Rectory and Pariſh Church may thereby become vacant, and the ſaid *A. B.* his Executors or Adminiſtrators may be at liberty to preſent anew thereto; then this Obligation to be void, &c.

To reſign a Living in caſe of Non-reſidence.

WHereas the above bounden *E. M.* at a General Meeting of *Chriſt's Hoſpital, London*, the 20, &c. was elected and nominated by the ſaid Court, unto the Rectory or Parſonage of *G.* in the County of *E.* to be preſented thereto by the ſaid *A.* and the ſaid Pariſh is very numerous of Inhabitants and People, for which Reaſon among others, a conſtant Reſidence there of the Rector or Parſon thereof is highly neceſſary for the due Attending and Performing the Duties of the Cure of the ſaid Pariſh, and the annual Income of the ſaid Living

is of itſelf alone ſufficient in Value for a Parſon or Rector of the ſaid Pariſh; and the ſaid *E. M.* hath freely and voluntarily promiſed the ſaid *A.* to be conſtantly and duly reſident in and upon the ſaid Rectory or Parſonage, during the Time of his being Rector or Parſon thereof; and in caſe he ſhould, any Time after his being inſtituted and inducted in and to the ſame, accept of, and be inſtituted and inducted into any other Rectory or Parſonage, or other Eccleſiaſtical Benefice Preſentative or Donative, or otherwiſe with Cure of Souls; then within ſix Months next after ſuch Preſentation, new Collation or Inſtitution and Induction in due Form of Law, to reſign the ſaid Rectory or Parſonage of *G.* and all the Rights, Benefits and Advantages thereunto belonging, into the Hands of the Biſhop of *L.* for the Time being, and thereof give Notice in Writing immediately to the ſaid *A.* or to the Treaſurer in Being for that Time at, *&c.* in order that the ſaid *A.* may thereupon elect, nominate and appoint ſome other Perſon in his Room and Stead to the ſaid Rectory or Parſonage to be inſtituted and inducted into the ſame: **Now the Condition** of this Obligation is ſuch, that if the above bounden *E. M.* do, after he is inſtituted and inducted into the ſaid Rectory or Parſonage of *G.* from Time to Time, whilſt he continues to be Rector or Parſon there, reſide in and upon the ſame Rectory or Parſonage, as by Law he ought to do; and within ſix Months after he ſhall be collated or inſtituted and inducted into any other Rectory, Parſonage or Vicarage with Cure of Souls, in due Form reſign the ſaid Rectory or Parſonage of *G.* with the Rights, Benefits and Advantages thereunto belonging, into the Hands of the Biſhop of *L.* for the Time being, and thereof Notice immediately give unto the ſaid *A.* as aforeſaid, or his Succeſſors, at, *&c.* in order that he the ſaid *A.* may thereupon elect, nominate and preſent ſome other Perſon in his Room and Stead to the ſaid Rectory or Parſonage to be inſtituted and inducted into the ſame; then this Obligation to be void and of no Effect; but in Default of his ſo reſiding as aforeſaid, or of his making ſuch Reſignation and giving ſuch Notice as aforeſaid, to remain in full Force and Virtue.

To reſign a Vicarage.

Whereas at the ſpecial Inſtance and Requeſt of the above bound *C. D.* the above named *A. B.* by his Preſentation, bearing even Date with and duly executed immediately before theſe Preſents, hath recommended and preſented him the ſaid *C. D.* to the moſt Reverend Father in God *F.* Lord Biſhop of *E.* to be admitted, inſtituted and inducted into the Vicarage of the Parochial Church of —— in the County of —— with its Rights, Members and Appurtenances in the Dioceſe of the ſaid Lord Biſhop, and now vacant by the Death of the late Incumbent thereof, in ſuch Manner as therein is mentioned and expreſſed, as by the ſaid Preſentation may appear: **And whereas**, previous to and before the Executing of the ſaid Preſentation, and in Conſideration thereof, he the ſaid *C. D.* propoſed and agreed abſolutely to relinquiſh, reſign and ſurrender the ſaid Vicarage, with its Rights, Members and Appurtenances, and all his Intereſt therein, unto the ſaid *A. B.* or to ſuch Perſon as he ſhall appoint, at or within the Time, and in ſuch Manner, as herein after is mentioned and expreſſed: **Now the Condition**, &c. That in Caſe he the ſaid *C. D.* ſhall be admitted, inſtituted and inducted into the ſaid Vicarage of the ſaid Church of —— in Manner as aforeſaid; then if he the ſaid *C. D.* (upon and at the Coſts and Charges of the ſaid *A. B.* or his Heirs) ſhall and do on or at any Time before the —— Day of, *&c.* abſolutely quit, relinquiſh, and well and ſufficiently reſign and ſurrender up unto him the ſaid *A. B.* and his Heirs, or to ſuch other Perſon as he or they ſhall in that Behalf nominate, direct or appoint, as well the ſaid Vicarage of the ſaid Pariſh of —— with all its Rights, Members and Appurtenances, as alſo all his the ſaid *C. D.*'s Eſtate, Right, Title, Intereſt, Poſſeſſion, Benefit, Profits, Property, Claim and Demand whatſoever, both at Law and Equity, or otherwiſe howſoever, of, in and to the ſame; then, *&c.*

XX. Concerning Bottomry.

A Condition of a Bond of Bottomry, either for a Debt or Money lent.

Note; *The Penalty muſt be double the Money lent, and* Præmium *to grow due for the Time certain.*

Whereas the good Ship or Veſſel called the —— Burthen, *&c.* whereof —— is Maſter, is now bound out, and forthwith to depart on a Voyage to —— and thence to —— to end her Voyage, [**And whereas** the above bound *A.* hath (on or before) the Date thereof paid and lent unto the above bound *B.* the Sum of —— of lawful, *&c.* *Or*, **And whereas** the above bound *B.* oweth and is indebted unto the above named *A.* on the Day of the Date above

above written, the Sum of —— of lawful, *&c.* which ſaid Sum the ſaid *A.*] *Or,* **And whereas** *A.* has, at or before the Sealing and Delivery hereof, ſold and delivered to *B.* a Parcel of Goods at the Price of —— (*And then after any of theſe comes in*) is contented to ſtand to and bear the Hazard and Adventure thereof on the Hull or Body of the ſaid Ship during the ſaid Voyage, ſo as the ſame do not exceed —— Kalendar Months, from —— to be accounted: **Now the Condition,** &c. That if the ſaid Ship ſhall and do accordingly proceed on her ſaid Voyage to —— and return and come to —— (*a*) *without deviating therefrom, unleſs compelled thereunto by Extremity of Weather, or other Caſualty.* And alſo if the above bound *B.* his Heirs, Executors or Adminiſtrators, do and ſhall (*and ſometimes ſay,* In Conſideration of the ſaid Money ſo lent, (*or* Goods ſo ſold) and the Hazard and Adventure thereof) well and truly pay or cauſe to be paid unto the ſaid *A.* his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of —— of lawful, *&c.* within —— Days next after the Return and Arrival of the ſaid Ship, from her ſaid intended Voyage into —— and there moored at Anchor 24 Hours in Safety, or next after the End and Expiration of the ſaid —— Kalendar Months, to be accounted as aforeſaid, which of them ſhall firſt happen, unleſs in the ſaid Voyage, and before the End of the ſaid —— Months, an utter Loſs of the ſaid Ship by Fire, Enemies, Men of War, or any other inevitable Accident ſhall unavoidably happen, to be ſufficiently proved by the ſaid *B.* his Heirs, Executors or Adminiſtrators; then, *&c.*

Sometimes after the Recital of the Ship's Name, where bound, &c. *there is this Recital.*

And whereas the Owners of —— Part of the ſaid Ship, have not paid and furniſhed their reſpective Proportions of the Charges of fitting out the ſaid Ship for the ſaid intended Voyage, and thereupon the ſaid Maſter is neceſſitated to take up Money for ſupplying and fitting the ſaid —— Parts of the ſaid Ship, for her ſaid intended Voyage: To which ſaid Voyage and Employment the major Part of the Owners of the ſaid Ship have conſented and agreed, *&c.* **And whereas** *C.* has paid and lent unto the ſaid Maſter the ſum of, *&c.*

Another Form, for 20 *Months certain and* 16 *Months uncertain, common for* India.

The Condition, &c. That if the good Ship or Veſſel called the —— Burthen about —— now, *&c.* whereof —— is Maſter (*or* Commander) ſhall and do with all convenient Speed proceed and ſail from and out of —— on a Voyage to any Ports or Places in *Eaſt-India* and *China,* or elſewhere beyond the *Cape of Good Hope,* and from thence to ſail, return and come back into the Port of *London,* or other her Delivery-Port in *England,* to end her Voyage by or before the End or Expiration of 36 Kalendar Months, from [the Date or Departure of the Ship] to be accounted, (the Caſualties and Dangers of the Seas always excepted): And if the above bound *A.* his Heirs, Executors or Adminiſtrators, ſhall and do truly pay or cauſe to be paid unto the above named *B.* his Executors, Adminiſtrators or Aſſigns, the full Sum of —— of lawful, *&c.* within 30 Days next after the firſt and next Return and Arrival of the ſaid Ship at the Port of *London,* or other her Delivery-Port in *England,* from the ſaid Voyage, or at the End and Expiration of the ſaid 36 Kalendar Months, to be accounted as aforeſaid, which ſhall firſt happen, [(*b*) *together alſo with the Sum of* —— (*the* 20*th Part*) *of like Money* per *Month, for all ſuch Time and ſo many Months as ſhall be elapſed and run out of the ſaid* 36 *Months, over and above* 20 *Months, and at and after the ſame Rate for any greater or leſſer Time than a Month.*] Or if in the ſaid Voyage, and before the End of the ſaid 36 Kalendar Months, to be accounted as aforeſaid, an utter Loſs of the ſaid Ship by Fire, Enemies, Men of War, or any other inevitable Caſualty ſhall unavoidably happen, (which God forbid) to be ſufficiently proved by the ſaid *A.* his Executors or Adminiſtrators; then, *&c.*

(*a*) *Note*; The Words *Without Deviating,* &c. in *Italick* Print, are in old Forms and ſeldom uſed; but when they are left out it is proper to ſay, *Danger of the Seas,* &c. as in the next Precedent.

(*b*) *Note*; When it is only for a certain Time, and no Premium expreſſed, which is common when it is for Goods ſold, the Words, *together alſo,* &c. in *Italick* Print muſt be left out.

And when there are ſo many Months certain, and ſo many uncertain, the Premium for a Month uncertain muſt be the Proportion of the Premium for the Month certain, as the Number of Months certain *per Cent.* as if 500 *l.* be lent at 50 *l. per Cent.* 20 Months certain, and 16 *pro Rata,* the Money to be paid at the End of 20 Months, is 750 *l.* and for the 16 Months *pro Rata* 12 *l.* 10 *s. per* Month.

Another

Another Form for 20 *Months certain, and* 16 *uncertain.*

THE Condition, &c. —— That if the good Ship, *&c.* do and ſhall, *&c.* ſail, *&c.* (the Dangers of the Seas excepted): And if the ſaid Ship ſhall be arrived at the Port of —— or other Delivery-Port in *England* from the ſaid Voyage, at or before the Expiration of 20 Months, to be accounted as aforeſaid; then if the ſaid *A.* his Excecutors, Adminiſtrators, or Aſſigns, do and ſhall within —— Days next after ſuch her Return within the ſaid 20 Months, well and truly pay or cauſe to be paid unto the above mentioned *B.* his Executors, Adminiſtrators or Aſſigns, the Sum of —— of lawful, *&c.* And further, if the ſaid Ship ſhall be out upon the ſaid Voyage longer than the ſaid 20 Months, then if the ſaid *A.* his Executors, Adminiſtrators or Aſſigns, do and ſhall within ——— Days after the ſaid Ship's Arrival, as aforeſaid, or next after the End and Expiration of the ſaid 36 Kalendar Months, which ſhall firſt happen, well and truly pay or cauſe to be paid unto the ſaid *B.* his Executors, Adminiſtrators or Aſſigns, the ſaid Sum —— of lawful, *&c.* together with —— of like Money *per* Month for every Month the ſaid Ship ſhall be out upon the ſaid Voyage longer than the ſaid 20 Months, until the Expiration of the ſaid 36 Months, and ſo after the ſame Rate for a leſſer Time than a Month; or if in the ſaid Voyage, and within the ſaid 30 Months, to be accounted as aforeſaid, an utter Loſs, *&c.*

Another Form for a certain Time only.

WHereas the above bound *A.* hath, at or before Sealing of theſe Preſents, received of and is indebted unto the above named *B.* in the Sum of —— of lawful, *&c.* which ſaid Sum, at the Requeſt of the ſaid *A.* the ſaid *B.* is contented and hath agreed to ſtand to and bear the Hazard and Adventure of upon the Hull or Body of the good Ship —— which Ship is bound out on a Voyage to —— and thence to return to —— Now the Condition &c. That if the ſaid Ship ſhall proceed on her intended Voyage, and return and come back again to —— without deviating, *&c.* And alſo if the ſaid *A.* his Heirs, Executors or Adminiſtrators, do and ſhall truly pay, *&c.* unto, *&c.* the ſaid Sum of —— to him lent as aforeſaid, within —— Days next after the Return of the ſaid Ship into —— from the ſaid Voyage, and there moored, *&c.* at any Time within the Space of 30 Kalendar Months, to be accounted from —— together with ſo much lawful, *&c.* more, at and after the Rate of —— *per Cent. per* Month, as ſhall grow due to be paid for each Month, and proportionably for a leſſer Time than a Month, that the ſaid Ship ſhall be on her ſaid Voyage, and until her Arrival as aforeſaid: In Conſideration of the ſaid Hazard and Adventure of the ſaid Money as aforeſaid, and if the ſaid Ship ſhall not be returned and arrived at —— from her ſaid intended Voyage at or before the End and Expiration of the ſaid 30 Months, and ſhall then be in Safety abroad; then if the ſaid *A.* his Heirs, *&c.* do and ſhall truly pay or cauſe to be paid unto the ſaid *B.* his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of ——— lent as aforeſaid, together with all ſuch further Sum and Sums of Money which ſhall become and be due for the Hazard and Adventure of the ſaid Money, after the Rate of ——— *per Cent. per* Month, within ——— Days next after the End of the ſaid 30 Kalendar Months; then, *&c.*

Another, for Kentillage or Hire of Ballaſt for a Ship.

THE Condition, &c. That if the Ship, *&c.* whereof the above bound *A.* is Maſter, do and ſhall with all convenient Expedition ſail and proceed from —— on her intended Voyage to —— and from thence to return to —— or ſome other Delivery-Port in *England*; and if the ſaid *A.* his Heirs, Executors or Adminiſtrators, do and ſhall at the End of 20 Kalendar Months, to be accounted from ——— or on the Return and Arrival of the ſaid Ship at the Port of *L.* or other her Delivery-Port in *England* within the ſaid Time, which ſhall firſt happen, if the ſaid Ship ſhall within the ſaid Time return and arrive as aforeſaid, well and truly pay, *&c.* unto the above named *B.* his, *&c.* the ſaid Sum of, *&c.* of, *&c.* being for the Half Part of the Hire of —— caſt Iron Bars for Kentillage, containing —— delivered by the ſaid *B.* on Board the ſaid Ship for her Ballaſt, (the other Half Part of the Hire for the ſaid Iron the ſaid *A.* having paid the ſaid *B.* at or before Sealing hereof); And ſhall likewiſe and do, upon the Return of the ſaid Ship, at the End of, or at any Time within the ſaid 20 Months from her ſaid Voyage, deliver or cauſe to be delivered unto the ſaid *B.* his Executors, Adminiſtrators or Aſſigns, the ſaid ——— Bars of caſt Iron: And if the ſaid Ship ſhall be out upon her ſaid intended Voyage longer than the ſaid 20 Months, then if the ſaid *B.* his Heirs,

Executors or Administrators, do and shall, within ten Days next after the Return and Arrival of the said Ship from her said intended Voyage, at any Time after the End of the said 20 Months, deliver or cause to be delivered unto the said *A.* his Executors, Administrators or Assigns, the said ——— Bars of cast Iron; and shall and do also pay or cause to be paid unto the said *A.* his Executors, Administrators or Assigns, the Sum of —— together with so much lawful, *&c.* more, at and after the Rate of —— *per* Month for every Kalendar Month, and proportionably for a lesser Time than a Month, that the said Ship shall be abroad in Safety on her said Voyage, **In Consideration** of his and their running the Adventure and Risque aforesaid, or if in the said Voyage an utter Loss of the said Ship shall happen by Fire, Enemies, Men of War, or other inevitable Casualty, to be in such Case sufficiently proved; **Then** and in either of the said Cases this Obligation to be void.

A Clause, when made to a Freighter, that he may deduct the Money out of the Freight.

To be inserted immediately after mentioning the Payment of the Money.

And for more sure Payment thereof, when the same shall become due as aforesaid, if the said *A.* (*the Obligor*) his Executors and Administrators, do and shall discount, deduct and allow the said Sum of ——— unto the said *B.* (*the Obligee*) out of the Freight or Money to grow due for the said Ship ——— let to Freight to the said *B.* unless in the said Voyage, and before the End, *&c.*

And sometimes this Covenant is added.

And for better Security of Payment thereof, if the same happens to become due, I the said *A.* do hereby covenant and agree for myself, my Executors and Administrators, to and with the said *B.* his Executors and Assigns, that he and they shall and may, and I order him and them to deduct, retain and keep to his and their own Use, so much of the Freight which shall grow due to me from the said *B.* for Tunnage let him in the said Ship for the said Voyage by Charterparty, dated, *&c.* as will fully pay the said Sum of, *&c.*

Another, for a Ship that goes two Voyages, as she is ordered by the Freighters, Premio expressed for both.

The Condition, &c. That if the good Ship, *&c.* shall and do proceed and sail from and out of the River of *Thames* on a Voyage to *Lisbon*, and from thence either sail, return or come back to *Gravesend* in the River of *Thames*, to end her Voyage by or before the End or Expiration of *five* Kalendar Months, from —— to be accounted, or else proceed and sail from *Lisbon* aforesaid to *Barbadoes*, and thence return and come back to *Gravesend* in the River of *Thames*, to end her Voyage by or before the End and Expiration of ten Kalendar Months, to be accounted as aforesaid, which the said Ship shall be ordered, (the Casualties, *&c.* excepted): **And** if the said Ship shall be ordered and return from *Lisbon* to *London*, and not proceed to *Barbadoes*, then if the above bound *A.* his Heirs, Executors or Administrators, shall and do truly pay or cause to be paid unto the above named *B.* his Executors, Administrators or Assigns, the full Sum of 172 *l.* 10 *s.* of lawful, *&c.* within ——— next after the first and next Return and Arrival of the said Ship at *Gravesend* from her said intended Voyage to *Lisbon*, or at the End and Expiration of the said five Kalendar Months, to be accounted as aforesaid, which of them shall first happen: **And** if the said Ship do not return directly from *Lisbon* to *London*, but shall proceed thence to *Barbadoes* and so to *London*; then if the said *A.* his Heirs, Executors or Administrators, shall and do truly pay or cause to be paid unto the said *B.* his Executors, Administrators or Assigns, within ten Days next after the first and next Return and Arrival of the said Ship at *Gravesend*, from her said intended Voyage to *Barbadoes*, or at the End and Expiration of ten Kalendar Months, from —— to be accounted, which shall first happen, the Sum of 150 *l* of lawful, *&c.* together with the Sum of 3 *l.* of like Money *per* Month, for all such Time, and so many Months as shall be elapsed and run out of the said ten Months, and at the same Rate for any greater or lesser Time than a Month: Or if in either of the said several Voyages, and within either of the respective Times before limited for performing and making the same, an utter Loss of the said Ship, *&c. as usual.*

Another

Another, on a Ship and Cargo.

WHereas the above bound *A.* Maſter of the good Ship or Veſſel called the —— Burthen about —— now —— is bound out, in and with the ſaid Ship on a Voyage to ——and thence to —— and thence to return to —— **And whereas** the ſaid *A.* is concerned in the Cargo aboard the ſaid Ship: **And whereas** the above named *B.* at the Requeſt of the ſaid *A.* hath at or before Sealing hereof paid and lent unto the ſaid *A.* (*or* furniſhed the ſaid *A.* with Goods) to a certain Sum of Money, and is contented and hath agreed to ſtand to and bear the Hazard and Adventure thereof upon the Hull or Body of the ſaid Ship and Cargo therein, during the ſaid Voyage, ſo as the ſame do not exceed —— Kalendar Months, from —— to be accounted: **Now the Condition**, &c. That if the ſaid *A.* his Heirs, Executors or Adminiſtrators, do and ſhall truly pay or cauſe to be paid unto the ſaid *B.* his Executors, Adminiſtrators and Aſſigns, for the ſaid Monies ſo lent (*or* Goods ſo bought) and Adventure thereof, as aforeſaid, the Sum of —— at or upon the Arrival of the ſaid Ship and Cargo at ——from her ſaid intended Voyage, or of any Goods or Effects of the Produce of the ſaid Cargo in the ſaid Ship to —— or at the ſaid Port, or at the End and Expiration of —— Kalendar Months, to be accounted from —— which ſhall firſt happen, unleſs in the mean Time, and before the Expiration of the ſaid —— Kalendar Months, an utter Loſs of the ſaid Ship and Cargo by Fire, *&c. as uſual.*

XXI. Concerning Marriages, Husbands and Wives.

To pay a Perſon who ſhall help another to a Wife with a good Fortune, 5 l. for every 100 l. he ſhall have with her, as a Gratuity for his Trouble.

WHereas the above named *B.* hath propoſed a Marriage between the above bound *A.* and *C.* which the ſaid *A.* doth approve of, and hath deſired the ſaid *B.* to uſe his Intereſt and Endeavours for effecting the ſaid intended Marriage, and in Conſideration of his Pains and Service therein, the ſaid *A.* hath promiſed, and doth hereby agree to pay and give to the ſaid *B.* as a Gratuity, the Sum of 5 *l.* for and upon every 100 *l.* of the Eſtate or Fortune of the ſaid *C.* which he the ſaid *A.* ſhall receive with, or ſhall be intitled unto by his Marriage of the ſaid *C.* when the ſame ſhall be conſummated: **Now the Condition**, &c. That if the ſaid Marriage between the ſaid *A.* and the ſaid *C.* ſhall take Effect, then if the ſaid *A.* do and ſhall well and truly pay or cauſe to be paid unto the ſaid *B.* the ſaid Sum of 5 *l.* for and upon every 100 *l.* of the Eſtate or Fortune of the ſaid *C.* which he the ſaid *A.* ſhall ſo have and receive with, or be intitled unto, by ſuch his Marriage of the ſaid *C.* as a Gratuity as aforeſaid, according to the true Meaning of theſe Preſents; then, *&c.*

Condition to marry a Woman, or in Default thereof to pay a Sum of Money.

THE Condition, &c. That if the above bounden *A. B.* do, on or before the—— according to the Rites and Ceremonies of the Church of *England*, eſpouſe and marry *E. D.* Daughter of the ſaid *C. D.* if the ſaid *E D.* will thereunto aſſent, and the Laws of this Realm permit the ſame; or if it ſhall happen that the ſaid *A. B.* ſhall not marry and take to Wife the ſaid *E. D.* as aforeſaid, if then he the ſaid *A. B.* do and ſhall well and truly pay or cauſe to be paid unto the ſaid *E. D.* her Executors, Adminiſtrators or Aſſigns, the Sum of, *&c.* on the —— next enſuing the ſaid —— Day of —— above mentioned and limited for the ſaid Marriage; then, *&c.*

From an intended Husband to one of the Truſtees, named in the Marriage Settlement, to permit him to retain in his Hands the intended Wife's Fortune, until the Settlement is perfected, notwithſtanding they ſhould be married before.

WHereas by Indentures *Quadripartite*, bearing Date, *&c.* made, *&c.* reciting as, *&c.* in Conſideration of a Marriage intended, *&c.* between the ſaid *C.* and *D.* and of the Sum of 1500 *l.* being the Marriage Portion of the ſaid *D.* mentioned to be paid by the ſaid *G.* on her Behalf, and for a Jointure for the ſaid *D.* for her Life, in Caſe ſhe ſhould ſurvive the ſaid *C.* and for other Conſiderations therein mentioned, the ſaid *A.* and *C.* have aſſigned, or are to aſſign, unto the ſaid *G. H.* and *J.* their Executors, *&c. All* that, *&c.* and the ſaid *A.*

and *C.* and likewiſe the ſaid *E.* and *F.* by their Direction, have aſſigned or are to aſſign unto the ſaid *G. H.* and *J.* their Executors, *&c.* all, *&c.* —— **And whereas** the Time of Commencement of the laſt mentioned Leaſe is not, nor can yet be inſerted in the Recital thereof in the Indentures *Quadripartite*, by Reaſon whereof the ſeveral Perſons thereunto cannot yet duly ſeal and execute the ſaid recited Indentures, but the ſaid Marriage, at the Requeſt of the ſaid *C.* is notwithſtanding to be ſpeedily ſolemnized: **And whereas** the ſaid *C.* in Conſideration thereof, and as a Security for his procuring all the ſaid Parties to the ſaid recited Indentures *Quadripartite*, duly to ſeal, execute and perfect the ſaid Indentures, hath agreed, and doth hereby agree with the ſaid *G.* his Executors, *&c.* that he and they may retain and keep in his and their Hands the ſaid Sum of 1500 *l.* the Marriage Portion of the ſaid *D.* until the ſaid Indentures *Quadripartite* ſhall be ſo duly executed and perfected by all the Parties thereunto, notwithſtanding the Solemnization of the ſaid intended Marriage: **Now therefore the Condition**, &c. That if the ſaid recited Indentures *Quadripartite* ſhall on or before, *&c.* be ſigned ſealed and executed in due Form of Law, and in all Reſpects perfected by all and every the Parties thereunto; and one Part thereof ſo duly ſealed and executed, to be delivered unto the ſaid *G.* for the Uſe and Benefit of the ſaid *D.* And if the ſaid *A.* and *C.* their Executors, *&c.* ſhall and do permit and ſuffer the ſaid *G.* his Executors, *&c.* to retain and keep in his and their Hands the ſaid Sum of 1500 *l.* and the Securities for the ſame, in the mean Time and until the ſaid Indentures be ſo duly executed and delivered as aforeſaid, without any Let, Suit, Trouble, Claim or Demand, of or by the ſaid *A.* and *C.* their Executors, *&c.* or either of them, or any other Perſon or Perſons by or through their or either of their Means, Privity or Procurement; the ſaid recited Indentures, or any Thing therein contained, or the Solemnization of the ſaid Marriage, to the contrary notwithſtanding; then, *&c.*

To pay Part of a Marriage Portion, retained till a Mortgage be cleared off the Premiſſes, which were ſettled for a Jointure.

Whereas a Marriage is intended, *&c.* between the above named *C.* and *D.* Daughter of the above bound *A.* **And whereas** the ſaid *C.* hath on, *&c.* by Indentures of Leaſe and Releaſe, ſettled and aſſured all that, *&c.* in the ſaid Indentures particularly mentioned for the Jointure of the ſaid *D.* and to and for the ſeveral Uſes therein mentioned and limited: **And whereas** the ſaid Premiſſes are charged with or mortgaged for the Sum of 200 *l.* which is to be paid off by the ſaid *C.* or the ſaid Premiſſes is, by ſome other Security to be by him made, to be diſcharged therefrom, and until the ſame be done accordingly, the ſaid *A.* with the Conſent and Agreement of the ſaid *C.* is to retain in his Hands 200 *l.* Part of the Portion of the ſaid *D.* and the ſame is to be paid, when and as ſoon as the ſaid Premiſſes are ſo fully diſcharged from the ſaid Mortgage: **Now therefore the Condition**, &c. that if the ſaid *A.* his Heirs, *&c.* do and ſhall accordingly, as ſoon as the ſaid Premiſſes are ſo diſcharged from the ſaid Mortgage by the ſaid *C.* by ſome other Security to be given for the ſaid 200 *l.* and Intereſt, or otherwiſe, and the ſaid Mortgage ſurrendered and delivered up, well and truly pay, or cauſe to be paid unto the ſaid *C.* his Executors, *&c.* the ſaid Sum of 200 *l.* and ſhall and do in the mean Time pay all Intereſt for the ſaid 200 *l.* after the Rate of —— *per Cent. per Ann.* then, *&c.*

From the Father to the Son's Truſtees on Marriage, that he will pay the Intereſt of a Mortgage on Lands ſettled to him for Life.

Whereas the Sum of —— is by Mortgage charged on Part of the Eſtate of the above bound *R. P.* the Elder: **And whereas** a Marraige is, by God's Permiſſion, intended to be ſhortly had and ſolemnized between *R. P.* the Younger, eldeſt Son and Heir apparent of the above named *R. P.* the Elder, and —— and it is agreed that the Sum of —— ſhall continue charged on the Lands limited, or intended by Settlement on the ſaid Marriage to be limited to the the above bound *R. P.* the Elder, for his Life; but the above bound *R. P.* the Elder, hath agreed to pay the Intereſt of the ſaid Sum of —— ſo long as he lives and keep the ſame down, ſo that the ſaid *R. P.* the Younger, be not charged with any Intereſt that ſhall grow due during his Father's Life: **Now the Condition**, &c. that if the above bound *R. P.* the Elder, ſhall and do, during the Term of his natural Life, pay the Intereſt of the ſaid Sum of —— as the ſame ſhall grow due; then, *&c.*

To permit an intended Wife to enjoy her own Perſonal Eſtate, and to buy and ſell Goods, &c. for her Uſe, &c.

Whereas, &c. **Now the Condition** of the above written Obligation is ſuch, that in caſe the ſaid intended Marriage ſhall take Effect, then if the ſaid *H.* ſhall and do from Time to Time, at all Times then after, permit the ſaid *W.* his intended Wife, peaceably and quietly to have, hold, occupy, poſſeſs and enjoy in as full and ample Manner, as ſhe the ſaid *W.* now or at any Time before the Executing hereof, hath or doth hold, occupy, poſſeſs, enjoy and diſpoſe, as well of all her the ſaid *W.*'s ready Monies, Bonds, Notes, and all other Securities for Money whatſoever, as alſo of all her Plate, Rings, Jewels, Houſhold and all other her Goods, Chattels and Perſonal Eſtate whatſoever, and of what Nature or Kind ſoever, whereof or wherein ſhe the ſaid *W.* now is, or at any Time during the intended Coverture, ſhall in her own Right be actually poſſeſſed of, intereſted in or intitled unto, or which ſhe ſhall have or accumulate by Trade or Induſtry, or which ſhall by any of her Relations or Friends be given or deviſed to her; and alſo do and ſhall allow, permit and ſuffer her the ſaid *W.* to buy, ſell, bargain, pay and receive in her own Name, and if Occaſion requires, ſhall allow and confirm all ſuch Receipts and Acquittances, as ſhe the ſaid *W.* ſhall give or make during her ſaid intended Coverture; and alſo if he the ſaid *H.* do and ſhall at all Times hereafter allow, permit and ſuffer her the ſaid *W.* to ſell and diſpoſe of all and ſingular her Effects, Goods, Chattels and Perſonal Eſtate of what Nature or Kind ſoever and whereſoever, by any Deed or Writing, or by her laſt Will and Teſtament in Writing, to any Perſon or Perſons whatſoever, notwithſtanding her intended Coverture; and alſo if the ſaid *H.* ſhall not do, or cauſe to be done any Act, Matter or Thing whatſoever, whereby or by Means whereof the ſaid Perſonal Eſtate of her the ſaid *W.* or any Part thereof, ſhall or may be any Ways impeached, charged or incumbered in any Manner howſoever, or whereby or by Means whereof the ſaid *W.* ſhall or may be in any wiſe hindred or moleſted in the quiet and peaceable Poſſeſſion and Injoyment thereof, or in the quiet Vending and Diſpoſing thereof, and of every Part thereof, by ſuch her Deed, Writing or Will as aforeſaid; then and in ſuch Caſe the above written Obligation ſhall be void and of no Effect, otherwiſe, *&c.*

From an intended Huſband to the Truſtees of his intended Wife, to pay them a Sum of Money to be applied to her Support and Maintenance, in caſe of Neceſſity by Loſſes in Trade, &c.

Whereas a Marriage is intended, *&c.* between the above bound *T. H.* and *C. D. Daughter, Niece*, &c. of the above mentioned *E. F.* **And whereas** the ſaid *E. F.* in Conſideration thereof, has agreed to pay to the ſaid *T. H.* —— *l.* on the Day of the ſaid Marriage, in Part of the Marriage Portion with the ſaid *C. D.* and alſo to enter into and execute unto the ſaid *T. H.* one Bond or Obligation of equal Date herewith, in the Penal Sum of —— *l.* for the ſecuring the Payment of the Sum of —— *l.* with Intereſt, in —— Months from the Date of the ſaid Bond, which ſaid —— *l.* and —— *l.* is to be in full of the ſaid Marriage Portion of the ſaid *C. D.* **And whereas** in Conſideration of the ſaid Marriage and Portion, and to provide a competent Maintenance for the ſaid *C. D.* in caſe of Loſſes in Trade, or other Misfortunes during the ſaid intended Coverture; and in caſe the ſaid *C. D.* ſhall ſurvive the ſaid *T. H.* and be not by him at his Deceaſe otherwiſe better provided for, and that ſhe ſhall not be deſtitute of a neceſſary Subſiſtence in any ſuch Caſes, he the ſaid *T. H.* has agreed to ſecure to the ſaid *C. D.* notwithſtanding ſuch Coverture or Survivorſhip, the Sum of —— *l.* and for that Purpoſe to veſt and pay the ſame into the Hands of the ſaid *E. F.* and *G. H.* in Truſt to and for her ſeparate Uſe and Behoof: **Now therefore the Condition**, &c. that if the ſaid Marriage ſhall take Effect, and the ſaid *T. H.* his Heirs, Executors or Adminiſtrators, or ſome of them, ſhall and do well and truly pay, or cauſe to be paid to the ſaid *E. F.* and *G. H.* or the Survivor of them, or to the Executors or Adminiſtrators of ſuch Survivor, the ſaid Sum of —— *l.* of, *&c.* on the Day next after the ſaid Marriage ſhall be conſummated to and for the only proper and ſeparate Uſe and Behoof of the ſaid *C. D.* her Executors, Adminiſtrators and Aſſigns, notwithſtanding the ſaid Coverture; then, *&c.* (*a*)

Marriage intended.

Part of Portion to be paid down and a Bond given for the Reſidue.

To provide againſt accidents, the Huſband agrees to veſt a Sum in Truſtees for the Wife's ſeparate Uſe.

(*a*) A Warrant of Attorney may be given to confeſs Judgment for the Money ſecured by this Bond, which may be in the Common Form.

For an intended Husband to pay Money on ſeveral Contingencies.

Whereas by God's Permiſſion a Marriage is intended, *&c.* between the above named Sir *W. D.* and *A. W.* eldeſt Daughter of the above bound *W. P. W.* **Now the Condition**, &c. that in caſe the ſaid *A. W.* or any Iſſue Male of her Body begotten by the ſaid Sir *W. D.* her intended Huſband, ſhall be living at the Time of the Death of the ſaid *W. P. W.* or in caſe the ſaid *A. W.* ſhall ſurvive the ſaid Sir *W. D.* and ſhall die in the Life-time of the ſaid *W. P. W.* leaving one or more Daughter or Daughters of her Body by the ſaid Sir *W. D.* living at the Death of the ſaid *W. P. W.* that then and in either of the ſaid Caſes, if the Heirs, Executors or Adminiſtrators of the ſaid *W. P. W.* ſhall and do well and truly pay, or cauſe to be paid unto the above named *J. B.* and *C. M.* or the Survivor of them, his Executors or Adminiſtrators, the Sum of 1000 *l.* of, *&c.* within ſix Calendar Months next after the Deceaſe of the ſaid *W. P. W.* to be applied for or towards the Diſcharging of all the Debts any ways affecting any Part of the Eſtate of the ſaid Sir *W. D.* ſettled by his Marriage Settlement, bearing even Date with theſe Preſents; and if there be no ſuch Debts then remaining unpaid, or if there ſhall be a Surplus of the ſaid 1000 *l.* beyond what will pay the ſaid Debts, then the ſaid 1000 *l.* or the Surplus thereof, beyond what will diſcharge the ſaid Debts, to be paid to the ſaid Sir *W. D.* his Executors or Adminiſtrators; then, *&c.*

That the Heirs, &c. *of the intended Husband, ſhall pay the intended Wife a Sum of Money within ——Months after the Husband's Deceaſe, if ſhe ſurvives him.* (*b*).

Whereas a Marriage is intended by the Permiſſion of God ſhortly to be had and ſolemnized by and between the above bound *R. W.* and *D. P.* of —— (*or* Daughter of ——): **And whereas** in Conſideration of the ſaid intended Marriage, and of a conſiderable Portion which he the ſaid *R. W.* will have and receive with the ſaid *D. P.* his intended Wife, (*or ſay*, and of the Sum of —— which the ſaid *R. W.* is to have and receive, for and as the Marriage Portion of the ſaid *D. P.*) he the ſaid *R. W.* had agreed, that in caſe the ſaid Marriage ſhall take Effect, and ſhe the ſaid *D. P.* ſhall ſurvive him the ſaid *R. W.* her intended Huſband, that then ſhe the ſaid *D. P.* ſhall have, receive and be paid (*out of the Real and Perſonal Eſtate of the ſaid* R. W.) the Sum of —— for her own proper Uſe and Maintenance: **Now the Condition** of the above written Obligation is ſuch, that if the ſaid Marriage ſhall take Effect and be ſolemnized, and that he the ſaid *R. W.* ſhall happen to depart this Life, leaving the ſaid *D. P.* his intended Wife him ſurviving, (*or ſay*, and that the ſaid *D. P.* ſhall ſurvive him the ſaid *R. W.*) then if the Heirs, Executors or Adminiſtrators of the ſaid *R. W.* ſhall and do well and truly pay, or cauſe to be paid unto the ſaid *D. P.* her Executors, Adminiſtrators or Aſſigns, to and for her own proper Uſe, Benefit and Maintenance, the ſaid Sum of —— of lawful, *&c.* (*out of ſuch Lands, Tenements, Goods, Chattels, and other Eſtate Real and Perſonal, which he the ſaid* R. W. *or any other in Truſt for him or for his Uſe, ſhall be ſeiſed or poſſeſſed of, or which ſhall belong to him the ſaid* R. W. *at his Deceaſe, according to the true Intent and Meaning hereof*) within ——Months next after the Deceaſe of him the ſaid *R. W.* then the above written Obligation ſhall be void and of no Effect, or elſe the ſame ſhall remain in full Force and Virtue.

And if the Bond is for Money to be paid after the Husband's Deceaſe, over and above her Jointure.

THEN after the Words, for her own proper Uſe and Maintenance, *and before the Words*, **Now**, &c. *ſay* over and above what other Proviſion is or hath been made for the ſaid *D. P.* for and as a Jointure, or otherwiſe, and over and above what ſhe may in ſuch Caſe of the Deceaſe of the ſaid *R. W.* be intitled to, by any Cuſtom of the City of *London*: **Now**, &c.

The like where Money is either to be paid to the intended Wife, or to her Truſtee for her Uſe.

Whereas a Marriage is intended, *&c.* **And whereas** it is agreed between the ſaid Parties, and the ſaid *R. W.* doth hereby declare and agree, in Conſideration of the Sum or Portion which he is to have and receive with the ſaid *D. P.* his intended Wife, and of the

(*b*) Note; The Obligation muſt be from the intended Husband to one in Truſt for the intended Wife, and is uſual to be in double the Sum to be paid her.

the Love and Affection which he bears to her, and for ſome Proviſion for her Maintenance, that in caſe the ſaid intended Marriage ſhall take Effect, and the ſaid *D. P.* ſhall him ſurvive, that then ſhe the ſaid *D. P.* ſhall have, receive and enjoy, to and for her own proper Uſe, from and out of the Eſtates of the ſaid *R. W.* the Sum of —— *l.* of lawful, *&c.* **Now the Condition**, &c. that if the ſaid intended Marriage, *&c. (as in the former)* then and in ſuch Caſe, if the Heirs, Executors or Adminiſtrators of the ſaid *R. W.* ſhall and do, within —— next after ſuch his Deceaſe, well and truly pay, *&c.* unto the ſaid *D. P.* or unto the above named *C. (the Obligee or the Wife's Truſtee)* his Executors, Adminiſtrators or Aſſigns in Truſt, and for the Uſe of her the ſaid *D. P.* or ſhall and do permit him, her or them, to have, receive and enjoy, from and out of the Real or Perſonal Eſtate, which the ſaid *R. W.* or any other Perſon or Perſons in Truſt for him, ſhall be ſeiſed or poſſeſſed of, or which ſhall belong to him at his Deceaſe, the ſaid Sum of —— of lawful, *&c.* for the only proper Uſe of her the ſaid *D. P.* his intended Wife, without any Let or Interruption whatſoever, according to the Agreement of the ſaid Parties and true Meaning of theſe Preſents; then, *&c.*

The like where the Money is to be paid to Truſtees upon ſeveral Truſts.

The Condition of this Obligation is ſuch, that **whereas** a Marriage, *&c.* **If therefore** the ſaid Marriage ſhall take Effect, and the ſaid *A. B.* ſhall die in the Life-time of the ſaid *C. D.* then if the Heirs, Executors or Adminiſtrators of him the ſaid *A. B.* do and ſhall, within —— Months after his Death, pay or cauſe to be paid into the Hands of the above named *A. W. E. E.* and *J. R.* the Sum of —— to be by them applied, upon the Truſts and for the Ends and Purpoſes following; (that is to ſay) that the ſaid Truſtees, and the Survivors and Survivor of them, ſhall pay —— *l.* Parcel of the ſaid —— *l.* to the ſaid *C.* for her ſole Uſe and Benefit; and in caſe the ſaid *A. B.* ſhall leave any Child or Children of his Body, on the Body of the ſaid *C.* begotten, which ſhall live to be married, or attain the Age of twenty-one Years, the ſaid Truſtees ſhall pay —— *l.* Reſidue of the ſaid —— *l.* to ſuch Child or Children equally among them, Share and Share alike, as and when they ſhall ſeverally be married, or attain the Age of twenty-one Years reſpectively, and the Intereſt thereof in the mean Time to be applied for their Maintenance; and in caſe the ſaid *A. B.* ſhall leave no Iſſue of his Body on the Body of the ſaid *C.* begotten, or leaving Iſſue, and ſuch Iſſue ſhall all happen to die before their Marriage, or Age of twenty-one Years, then the ſaid laſt mentioned —— *l.* ſhall be likewiſe paid to the ſaid *C.* her Executors and Adminiſtrators; then, *&c.*—— or elſe, *&c.* ——

Another, to pay a Sum of Money to an intended Wife, or to let her take her Thirds.

Whereas a Marriage, *&c. (recite as uſual)* the Sum of —— of lawful, *&c.* for her own proper Uſe and Maintenance, over and beſides their wearing Apparel; or otherwiſe that ſhe the ſaid *D. P.* ſhall and may freely have, take and receive, one full and equal third Part of all ſuch Monies, Goods, Chattels and Perſonal Eſtate whatſoever, of or belonging to the ſaid *R. W* at the Time of his Deceaſe, and all other Benefits and Advantages according to the Cuſtom of the City of *London*, which ſhe ſhall think fit to chooſe and take: **Now the Condition**, &c. that if the ſaid intended Marriage ſhall take Effect, *&c.* then if the ſaid *D. P.* ſhall receive and be paid by the Heirs, Executors or Adminiſtrators of the ſaid *D. P.* the ſaid Sum of —— over and above, *&c.* and ſhall be permitted by them to take and enjoy to her own proper Uſe, within —— after the Deceaſe of the ſaid *R. W.* out of the Eſtate Real and Perſonal, which he ſhall die ſeiſed or poſſeſſed of, or ſhall truly belong to him at his Deceaſe; **Otherwiſe** if the Heirs, Executors or Adminiſtrators of the ſaid *R. W.* do and ſhall pay and deliver unto, and permit and ſuffer the ſaid *D. P.* to have, take, receive and enjoy the one full and equal third Part (the whole into three equal Parts being divided) of all ſuch Monies, Debts, Goods, Chattels and Perſonal Eſtate whatſoever, which the ſaid *R. W.* or any others in Truſt for him ſhall be poſſeſſed of, or which ſhall truly belong to him at his Deceaſe, and all other Benefits and Advantages to her belonging according to the Uſage and Cuſtom of the City of *London*, which of them ſhe ſhall think fit to have and take, and for that Purpoſe ſhall declare by Writing under her Hand, within —— after the Deceaſe of the ſaid *R. W.* without any Fraud or Colluſion, according to the true Meaning of theſe Preſents; then, *&c.*

A Condition

A Condition to leave a Wife worth a Hundred Pounds.

THE Condition, &c. That Whereas there is a Marriage intended ſhortly to be ſolemnized between the above bound *R. C.* and *C. B.* Daughter of *W. B.* late of *C.* in the County of *S.* deceaſed: If, after the ſaid Marriage is ſolemnized, it happen that the ſaid *R. C.* do die, and the ſaid *C.* ſhall ſurvive him, then if the ſaid *R. C.* ſhall at the Time of his Death leave unto the ſaid *C.* the Sum of 100 *l.* or the Value thereof in Goods and Chattels, to be freely taken, had, uſed and diſpoſed of by her the ſaid *C.* her, *&c.* at her and their own Wills and Pleaſures, without any Claim, Trouble, Suit or Demand of, in or to the ſame, or any Part thereof, from or by the Executors, *&c.* of the ſaid *R. C.* or of any other Perſon whatſoever; That then, *&c.*

From an intended Huſband to leave his Wife a certain Sum of Money in caſe ſhe ſurvives him.

Whereas a Marriage is intended, *&c.* between the above bound *S. S.* and *M. W.* Spinſter, one of the Daughters of *J. W.* Citizen and Woollen Draper of *London:* And whereas in Conſideration of the ſaid intended Marriage, and of a conſiderable Portion which the ſaid *S. S.* will have with the ſaid *M. W.* his intended Wife, he the ſaid *S. S.* has agreed to leave the ſaid *M.* at his Death, the Sum of 1200 *l.* towards her Support in caſe ſhe ſhall happen to ſurvive him; but that the ſame is no Ways intended to bar her the ſaid *M.* of any Right which ſhe may hereafter have by the Cuſtom of *London*, or by the Statute of Diſtribution of Inteſtate Eſtates, in caſe the ſaid *S. S.* ſhall hereafter happen to die Inteſtate: Now the Condition, &c. that if the ſaid Marriage ſhall take Effect and be ſolemnized, and the ſaid *S. S.* ſhall happen to depart this Life, leaving the ſaid *M.* him ſurviving; then if the Heirs, Executors or Adminiſtrators of the ſaid *S. S.* ſhall and do well and truly pay, or cauſe to be paid unto the ſaid *M. W.* her Executors or Adminiſtrators, within three Months next after the Deceaſe of him the ſaid *S. S.* the Sum of 1200 *l.* of, *&c.* together with Intereſt for the ſame after the Rate of 5 *l. per Cent. per Ann.* to be computed from the Deceaſe of the ſaid *S. S.* that then, *&c.*

To leave a Wife all his Eſtate.

Say as before to, leave the ſaid *M.* at his Death —— *then ſay,* All ſuch Real and Perſonal Eſtate, *&c. and after the Words* him ſurviving *ſay,* then if the ſaid *A.* either before or at the Time of his Death, ſhall and do by ſome Deed or Deeds, or by his laſt Will and Teſtament in Writing to be by him duly executed, well and ſufficiently convey, aſſure, deviſe and ſettle, unto and to the Uſe of the ſaid *B.* her Heirs, Executors, Adminiſtrators and Aſſigns, all and every the Real and Perſonal Eſtates, which he the ſaid *A.* at the Time of his Death, ſhall be any ways ſeiſed, poſſeſſed of, intereſted in, or intitled unto, without making any Gift, Deviſe or Bequeſt thereof, or any Part thereof, to any other Perſon or Perſons whomſoever, (unleſs it be by and with the Conſent of her the ſaid *B.* the ſame to be ſignified by Writing under her Hand and Seal, and atteſted by two or more Witneſſes); ſubject nevertheleſs to the Payment of all ſuch Intereſt Debts, as he ſhall owe at the Time of his Death; then the ſaid Obligation to be void, *&c.* or elſe, *&c.*

From an intended Husband, to leave his intended Wife a certain Sum of Money at his Deceaſe, if he leaves no Children, over and above other Proviſion made for her; and if he leaves Children, then a leſſer Sum to the Wife, and another Sum to the Children.

(A. B. *to* E. F.

Whereas a Marriage is intended, *&c.* between the above bound *A. B.* and *C. D.* Spinſter, Daughter of *G. D. &c.* And whereas the ſaid *A. B.* in Conſideration of the ſaid Marriage, and of the Sum of —— the Monies of which he is to have and receive with the ſaid *C.* his intended Wife, hath agreed, that if the ſaid intended Marriage ſhall take Effect, and the ſaid *C.* ſhall happen to ſurvive him the ſaid *A. B.* that then ſhe the ſaid *C.* ſhall have and receive out of the Eſtate Real or Perſonal of the ſaid *A. B.* the Sum of —— *l.* of, *&c.* (over and above what other Proviſion is likewiſe made for and towards the Maintenance of the ſaid *C.*) in caſe there ſhall not be any Child or Children begotten between them then living;

and in caſe there ſhall be any ſuch Child or Children begotten between them then living, that then ſhe the ſaid *C.* ſhall have, receive and be paid out of his ſaid Eſtate, the Sum of 150 *l.* of like Money; and that ſuch Child or Children, or the Survivor or Survivors of them, ſhall have, receive and be paid out of his ſaid Eſtate, the further Sum of 100 *l.* of like Money: **Now the Condition**, &c. that if the ſaid intended Marriage ſhall take Effect, and the ſaid *C.* ſhall happen to ſurvive the ſaid *A. B.* and there ſhall not be any Child or Children begotten between them, living at his Deceaſe; then and in ſuch Caſe, if the Heirs, *&c.* of the ſaid *A. B.* ſhall and do within one Month after his Deceaſe pay, or cauſe to be paid unto her the ſaid *C.* his intended Wife, to and for her own proper Uſe, Benefit and Maintenance, (and over and above what other Proviſion is likewiſe made for or towards her Maintenance) the ſaid Sum of 200 *l.* of, *&c.* within, *&c.* and if there ſhall be any Child or Children begotten between them, living at his Deceaſe; then if the Heirs, *&c.* of the ſaid *A. B.* ſhall and do well and truly pay, or cauſe to be paid unto the ſaid *C* to and for her own proper Uſe, Benefit and Maintenance, the ſaid Sum of 150 *l.* of, *&c.* within, *&c.* over and above, *&c.* (*as before*) as aforeſaid; and ſhall alſo pay, *&c.* the further Sum of 100 *l.* of like Money unto ſuch Child, if but one; and unto and between ſuch Children, and the Survivors of them equally, if more than one, of the Body of the ſaid *A. B.* on the Body of the ſaid *C.* his intended Wife to be begotten, which ſhall be living at his Deceaſe, when and as ſoon as ſuch Child or Children, or the Survivors of them ſhall attain the Age of 21 Years, being a Son or Sons, and the like Age or Marriage which ſhall firſt happen, being a Daughter or Daughters; then, *&c.*

From a Husband to leave two Thirds of his Eſtate to his Wife, if ſhe ſurvives him, and he leaves no Children; and if he leaves Children, then only one Third, and the Reſt amongſt the Children; and if the Wife dies in the Husband's Life-time, leaving Children, then two Thirds to ſuch Children.

Whereas a Marriage is on, *&c.* had and ſolemnized between the above bound *A. B.* and *C. F.* the younger Daughter of the above named *E. F.* and in Conſideration thereof, and towards a Marriage Portion of the ſaid *C.* the ſaid *E. F.* hath conveyed and aſſured, or agreed to convey and aſſure unto the ſaid *A. B.* Lands and Premiſſes in, *&c.* which by Agreement of the ſaid Parties are reckoned and valued, and the ſaid *A. B.* hath agreed to accept the ſame, at and for the Sum or Value of 100 *l.* as Part of the Portion of the ſaid *C.* his Wife, and he the ſaid *A. B.* is to have and receive the further Sum of 200 *l.* of, *&c.* out of ſuch Debts owing to the ſaid *E. F.* in, *&c.* and elſewhere in, *&c.* by Virtue of a Power for that Purpoſe given or to be given to the ſaid *A. B.* by the ſaid *E. F.* which ſaid 200 *l.* together with the ſaid 800 *l.* for which the ſaid Lands are ſo conveyed or to be conveyed, is the full Sum agreed to be given by the ſaid *E. F.* for the Portion of the ſaid *C.* his Daughter, and which is declared and ſo accepted by the ſaid *A. B.* to be for and in full of her ſaid Portion, and of her Child's Part and Share, of, in and to the Perſonal Eſtate of the ſaid *E. F.* (by the Cuſtom of *London*, or otherwiſe howſoever); and in Conſideration thereof, and to the End ſome Proviſion may be made for the Maintenance of the ſaid *C.* if ſhe ſhall happen to ſurvive the ſaid *A. B.* and ſuch Child or Childern on her Body begotten by the ſaid *A. B.* as ſhall be then living; or if ſhe ſhall ſurvive him, and have no Child or Children then living, he the ſaid *A. B.* hath agreed, and doth hereby agree that ſhe the ſaid *C.* if ſhe ſhall not have any Child or Children begotten by the ſaid *A. B.* living at his Deceaſe, ſhall have, receive and enjoy, to and for her own proper Uſe and Benefit, two full third Parts at the leaſt; and if ſhe ſhall ſurvive the ſaid *A. B.* and have one or more Child or Children begotten by the ſaid *A. B.* living at the Deceaſe of the ſaid *A. B.* that then the ſaid *C.* ſhall have, receive and enjoy, to and for her own proper Uſe and Benefit, one full third Part; and ſuch Child or Children on her begotten by the ſaid *A. B.* which ſhall be then living, ſhall have, receive and enjoy one other full third Part and Share; and if ſhe ſhall depart this Life in the Life-time of the ſaid *A. B.* and any ſuch Child or Children on her begotten by the ſaid *A. B.* ſhall be living at the Deceaſe of the ſaid *A. B.* then ſuch Child or Children ſhall have, receive and enjoy two full and equal third Parts of all the Eſtate whatſoever and whereſoever, both Real and Perſonal, which the ſaid *A. B.* or any other Perſon or Perſons in Truſt for him or for his Uſe, ſhall be ſeiſed or poſſeſſed of, or which ſhall belong to him at his Deceaſe in any Manner of wiſe: **Now therefore the Condition**, &c. that if the ſaid *A. B.* ſhall and do by any Deed or Deeds executed by him in his Life-time, or by his laſt Will and Teſtament, or by any other Ways or Means, well and ſufficiently give, bequeath, deviſe, convey or aſſure, unto and for the proper Uſe and Benefit of the ſaid *C.* his Wife, her Heirs, *&c.* for ever, if ſhe ſhall ſurvive the ſaid *A. B.* and ſhall not have any Children by him begotten then living, two full and equal third Parts at the leaſt; and if ſhe ſhall have any Child or Children then living, then if the ſaid

A. B. ſhall ſo give, *&c.* unto and for the proper Uſe of the ſaid *C.* his Wife, her Heirs, *&c.* for ever as aforeſaid, one full third Part; and unto and to the Uſe of ſuch Child or Children on her begotten by the ſaid *A. B.* then living, his, her, and their Heirs, *&c.* one other full third Part at the leaſt; and if ſhe ſhall depart this Life in the Life-time of the ſaid *A. B.* and any ſuch Child or Children on her begotten by the ſaid *A. B.* ſhall be living at the Deceaſe of the ſaid *A. B.* then if the ſaid *A. B.* ſhall ſo give, *&c.* unto or for the proper Uſes of all ſuch Child or Children, his, her and their Heirs, *&c.* two full and equal third Parts of all and every ſuch Meſſuages, *&c.* and other the Eſtate whatſoever and whereſoever, both Real and Perſonal, (the whole being in three equal Parts divided) which he the ſaid *A. B.* or any other Perſon or Perſons in Truſt for him, or for his Uſe, ſhall be ſeiſed or poſſeſſed of, or which ſhall any ways belong to him at the Time of his Deceaſe; **And** if the Heirs, *&c.* of the ſaid *A. B.* ſhall and do well and truly pay unto, or permit and ſuffer her the ſaid *C.* if ſhe ſhall ſurvive the ſaid *A. B.* her Heirs, *&c.* and ſuch Child or Children on her begotten by the ſaid *A. B.* which ſhall or may be then living, or which ſhall be living at the Deceaſe of the ſaid *A. B.* in caſe the ſaid *C.* ſhall die in the Life-time of the ſaid *A. B.* to have and take her, his, their and every of their Parts and Shares of all the ſaid Real and Perſonal Eſtate, of or belonging to the ſaid *A. B.* at his Deceaſe as aforeſaid, in ſuch Manner as is herein before mentioned and expreſſed, without any Let, *&c.* of or by them, or any of them, or of or by any other Perſon or Perſons, by or through their, or any of their Means, Conſent, Default, Privity or Procurement, according to and in Purſuance of the ſaid Agreement of the ſaid Parties, and the true Intent and Meaning of theſe Preſents; then, *&c.*

From a Husband to leave his Wife a Sum of Money at his Deceaſe, to be at her own Diſpoſal, and to leave another Sum to be put out for her to have the Intereſt during her Life, and for her to have the Uſe of Houſhold Furniture during her Life.

(A. B. *to* E. F.)

Whereas a Marriage hath been lately had and ſolemnized between the ſaid *A. B.* and *C. F.* Siſter of the above named *E. F.* **And Whereas** the ſaid *A. B.* in Conſideration of the ſaid Marriage, and of the Sum of Money which he hath had and received, or is to have and receive as the Portion of the ſaid *C. F.* his now Wife, and for making a Proviſion for her Maintenance and Livelihood in caſe ſhe ſhall happen to ſurvive him, did before the Solemnization of the ſaid Marriage promiſe and agree, that if the ſaid *C.* ſhall ſurvive him the ſaid *A. B.* ſhe ſhall have, receive, and be paid out of his ſaid Eſtate Real or Perſonal, the Sum of 500*l.* to and for her own proper Uſe, and to be diſpoſed of as ſhe ſhall think fit; and ſhall alſo have and receive to her own Uſe, the Intereſt or Profits of the further Sum of 500*l.* of the Eſtate of the ſaid *A. B.* and likewiſe have the Uſe and Wearing of all his Houſhold-Goods and Furniture during her natural Life; and that for making good the Payment of the ſaid Monies, in caſe of ſuch the Deceaſe of the ſaid *A. B.* in the Life-time of the ſaid *C.* his Wife, his Executors, *&c.* ſhall within——after his Deceaſe pay the Sum of 1000*l.* according to the ſaid Agreement, and for that Purpoſe hereinafter expreſſed and declared: **Now the Condition**, *&c.* That if the ſaid *C.* now Wife of the ſaid *A. B.* ſhall happen to ſurvive him the ſaid *A. B.* then and in ſuch Caſe if the Heirs, *&c.* of the ſaid *A. B.* ſhall and do within ——after his Deceaſe well and truly pay, *&c.* unto the ſaid *C.* now Wife of the ſaid *A. B.* the Sum of 500 *l.* of, *&c.* to and for her own proper Uſe and Benefit, and to be at her own free and abſolute Diſpoſal, without any Manner of Account to be given for or concerning the ſame; and ſhall and do alſo within the ſaid —— after the Deceaſe of the ſaid *A. B* pay, *&c.* unto the ſaid *E. F.* his *&c.* the further Sum of 500 *l.* of like Money, to the Intent and Purpoſe that the ſaid *E. F.* his, *&c.* ſhall and do lend and place at Intereſt the ſaid laſt mentioned Sum of 500 *l.* on ſuch Security or Securities publick or private, or buy therewith Stock in the Bank of *England*, or in the *South-Sea* Company, as he ſhall think fit; and ſhall and do pay unto, or permit and ſuffer the ſaid *C.* and her Aſſigns, to have and receive all the growing Intereſt and Profit of the ſaid laſt mentioned 500 *l.* to and for her own proper Uſe and Benefit, and for her better Livelihood and Maintenance during her natural Life, without being accountable or anſwerable with or for any Loſs that ſhall or may happen to or of all or any Part of the ſaid 500 *l.* by Failure of any Security on which the ſame or any Part thereof ſhall be lent, or of the Stock that ſhall be bought therewith, or with any Part thereof, which it is hereby declared the ſaid *E. F.* his, *&c.* ſhall not in ſuch Caſe be any ways chargeable with or for as aforeſaid; and that immediately after the Deceaſe of the ſaid *C.* the ſaid *E. F.* his, *&c.* ſhall and do pay the ſaid laſt mentioned Sum of 500 *l.* or aſſign and transfer ſuch Security or Securities, or Stock, on which the ſame or any Part thereof ſhall be then lent at Intereſt, or which ſhall be bought therewith, or with any Part thereof, unto the Executors or Adminiſtrators of the ſaid *A. B.* or to ſuch other Perſon or Perſons

Perſons as he by his laſt Will and Teſtament in Writing, or any other Writing under his Hand and Seal, teſtified by two or more credible Witneſſes, ſhall direct and appoint; and alſo if the ſaid *C.* now Wife of the ſaid *A. B.* ſhall happen to ſurvive him the ſaid *A. B.* in ſuch Caſe, if from and after ſuch the Deceaſe of the ſaid *A. B.* ſhe the ſaid *C.* ſhall and do, for and during her natural Life, peaceably and quietly enjoy and have the free Uſe and Wearing of all and ſingular the Houſhold Goods and Furniture which the ſaid *A. B.* ſhall be poſſeſſed of, or which ſhall belong to him at his Deceaſe, without any Let, Hindrance or Interruption of or by the Heirs, *&c.* of the ſaid *A. B.* or any other Perſon or Perſons claiming by, from or under him, them, or any of them, or by or through his, their or any of their Means, Act, Privity or Procurement; then, *&c.*

For Re-payment of a Sum of Money paid to a Husband on Marriage as Part of his Wife's Portion, (the other Part being ſettled to Uſes) which Sum is to be re-paid by the Executors of the Husband after his Death, and is to be applied to Uſes, &c.

Whereas by Articles of Agreement *Tripartite*, bearing even Date herewith made *Between P. W.* of, *&c.* of the firſt Part, the above bound *M. J.* of the ſecond Part, and the above named *J. J. J. W.* and *J. C.* of the third Part, (*Reciting* therein, (amongſt other Things) that a Marriage is intended, *&c.* between the ſaid *M. J.* and the ſaid *P. W.*) the Sum of 1000*l.* (Part of the 1500*l.* Portion of her the ſaid *P.* and therein mentioned to be paid and depoſited into the Hands of the ſaid *J. W.*) and the Intereſt and Produce thereof, *Is* by all the ſaid Parties thereto *agreed and declared* to be by them the Truſtees paid, applied and diſpoſed of, upon the ſeveral Truſts, Intents and Purpoſes, and with and under ſuch Powers as in the ſaid Articles are mentioned, expreſſed and declared of and concerning the ſame; and as to the Sum of 500*l.* (Reſidue of the ſaid 1500*l.* Portion) the ſame is by the ſaid Articles agreed to be paid to the ſaid *M. J.* on the Day of the ſaid Marriage, he giving this his Bond for Repayment thereof, in ſuch Manner and ſubject as herein after is mentioned and expreſſed: **Now the Condition**, &c. That if the Heirs, Executors or Adminiſtrators of the ſaid *M. J.* ſhall and do within three Kalendar Months next after the Deceaſe of him the ſaid *M. J.* well and truly pay or cauſe to be paid the ſaid Sum of 500*l.* of, *&c.* unto them the ſaid *J. J. J. W.* and *J. C.* or the Survivors or Survivor of them, his Executors, Adminiſtrators or Aſſigns, (which Sum of 500*l.* and the Intereſt and Produce thereof, from and after the ſame ſhall become payable, ſhall be ſubject and liable to ſuch Truſt and Truſts, and with and under ſuch Power and Powers in the ſaid Truſtees, as are mentioned, expreſſed and declared of and concerning the ſaid Sum of 1000*l.* after the Death of the ſaid *M. J.* in and by the ſaid recited Articles); then, *&c.*

For a Husband to leave Money at his Death for the Wife's Uſe, (excluſive of her Jointure) with ſeveral Proviſions in Caſe of Children, &c.

Whereas there is a Marriage agreed upon and intended ſhortly, by the Permiſſion of God, to be had and ſolemnized between the above-bounden *R. B.* and *A. B.* Spinſter, (Siſter of the above named *H. B.* and *T. B.*) with whom the ſaid *R. B.* will have and receive the Sum of 1350*l.* of, *&c.* as and for her Marriage Portion: **And whereas** in Conſideration of the ſaid intended Marriage, A certain Meſſuage, *&c.* of the ſaid *R. B.* ſituate, *&c.* in and by certain Indentures of Leaſe and Relaeſe, the Releaſe being *Tripartite* and bearing even Date with theſe Preſents, and made or mentioned to be made *Between* the ſaid *R. B.* of the firſt Part, the ſaid *A. B.* of the ſecond Part, and the ſaid *H. B. T. B.* and *J. A.* Gent. and *H. C.* Gent. of the third Part, *Are* ſettled, limited or declared, to or to the Uſe of the ſaid *A. B.* for her Life, for or in the Nature of her Jointure, *If* after the ſaid Marriage ſhe ſhall happen to ſurvive the ſaid *R. B.* her intended Huſband, *And* to and for ſuch other Uſes, upon the Truſts, and by and under the Proviſoes and Agreements therein contained, as in and by the ſaid Indentures, Relation, *&c.* **And whereas**, to the End that a further Proviſion and Maintenance may be had and made to and for the ſaid *A. B.* and her Iſſue by the ſaid *R. B.* in Caſe ſhe ſhall happen to ſurvive and over-live the ſaid *R. B.* her intended Huſband, but not otherwiſe, the ſaid *R. B.* in Conſideration of the ſaid intended Marriage and Marriage Portion aforeſaid, hath agreed to give and leave the Principal and intire Sum of 500*l.* at the Time of his Deceaſe, in Manner herein after mentioned: **Now the Condition**, &c. That **In Caſe** the ſaid Marriage ſhall take Effect, and the ſaid *A. B.* ſhall ſurvive the ſaid *R. B.* alſo if any Child or Children of her Body by the ſaid *R. B.* begotten, or any Iſſue of ſuch Child or Children ſhall happen to ſurvive or overlive him the ſaid *R. B.* or be born after his Deceaſe,

Marriage intended.

Portion.

Settlement of Jointure.

Deceaſe, **Then** if the Heirs, Executors or Adminiſtrators of the ſaid *R. B.* do and ſhall within one Month next after the Deceaſe of the ſaid *R. B.* well and truly pay or cauſe to be paid unto the ſaid *H. B.* and *T. B.* or the Survivor of them, or the Executors or Adminiſtrators of the Survivor of them, the full and intire Sum of 500 *l.* of, *&c.* upon the Truſts, and to and for the Intents and Purpoſes hereafter mentioned and declared for and concerning the ſame, (that is to ſay) In Caſe there ſhall be no Child or Children of the Body of the ſaid *A. B.* by the ſaid *R. B.* begotten, nor the Iſſue of any ſuch Child or Children living at the Time of his Deceaſe, or born afterwards; or in Caſe there ſhall be ſuch Child or Children, or the Iſſue of ſuch Child or Children, either living at the Time of the Deceaſe of the ſaid *R. B.* or born after his Deceaſe, and there ſhall afterwards happen to be no ſuch Child, nor the Iſſue of any ſuch Child, living at the Time of the Death of the ſaid *A. B.* then that they the ſaid *H. B.* and *T. B.* or the Survivor of them, or the Executors or Adminiſtrators of the Survivor of them, ſhall pay over the ſaid Sum of 500 *l.* to the ſaid *A. B.* to and for her own Uſe, and to be at her own free Will and Diſpoſal: **But in Caſe** there ſhall be any Child or Children of the Body of the ſaid *A. B.* by the ſaid *R. B.* begotten, or the Iſſue of ſuch Child or Children living at the Time of his Deceaſe, or born afterwards, then in Truſt that they the ſaid *H. B.* and *T. B.* or the Survivor of them, or the Executors or Adminiſtrators of the Survivor of them, ſhall and will, as ſoon as may be after the Receipt thereof, place the ſaid 500 *l.* out at Intereſt upon the beſt Security or Securities that can or may be by him or them had or procured for the ſame, or otherwiſe veſt the ſame in the Purchaſe of Lands in Fee-ſimple, or for Life or Lives, or Term or Terms of Years, in ſuch Manner as he or they ſhall think moſt beneficial or convenient; and that they the ſaid *H. B.* and *T. B.* or the Survivor of them, or the Executors or Adminiſtrators of the Survivor of them, ſhall and will permit and ſuffer the ſaid *A. B.* to receive and take the Intereſt, Benefit and Proceed of the ſaid 500 *l.* or the Rents and Profits of the Lands purchaſed therewith, and for and during the Term of the natural Life of the ſaid *A. B.* and from and immediately after the Deceaſe of the ſaid *A. B.* ſo ſurviving the ſaid *R. B.* as aforeſaid, they the ſaid *H. B.* and *T. B.* or the Survivor of them, or the Executors or Adminiſtrators of the Survivor of them, ſhall and will pay and diſpoſe of the ſaid 500 *l.* or aſſign and convey the Lands purchaſed therewith, or the Security had or taken for the ſame, to and amongſt all and every the Child or Children of the Body of the ſaid *A. B.* by the ſaid *R. B.* begotten, which ſhall be living at the Time of the Deceaſe of the ſaid *A. B.* and the Iſſue of ſuch Child or Children of the ſaid *R. B.* and *A. B.* or Children as ſhall be dead at the Time of the Deceaſe of the ſaid *A. B.* Share and Share alike, ſuch Iſſue taking only as much as the reſpective Father or Mother, if alive at the Death of the ſaid *A. B.* would have taken; and if no ſuch Child or Children, nor any Iſſue of ſuch Child or Children ſhall be then living, then to the Executors, Adminiſtrators or Aſſigns of the ſaid *A. B.* and then this Obligation to be void, and alſo to be void in Caſe the ſaid *R. B.* ſhall ſurvive the ſaid *A. B.* in Caſe there ſhall be no Child or Children of the Body of the ſaid *A. B.* by the ſaid *R. B.* begotten, nor the Iſſue of any ſuch Child or Children living at the Time of his Deceaſe, or born afterwards; or in Caſe there ſhall be ſuch Child or Children, or the Iſſue of ſuch Child or Children, either living at the Time of the Deceaſe of the ſaid *R. B.* or born after his Deceaſe, and there ſhall afterwards happen to be no ſuch Child nor the Iſſue of any ſuch Child, living at the Time of the Death of the ſaid *A. B. Then* that they the ſaid *H. B.* and *T. B.* or the Survivor of them, or the Executors or Adminiſtrators of the Survivor of them, ſhall pay over the ſaid Sum of 500 *l.* to the ſaid *A. B.* to and for her own Uſe, and to be at her own free Will and Diſpoſal: *But* in Caſe there ſhall be any ſuch Child or Children of the Body of the ſaid *A. B.* by the ſaid *R. B.* begotten, or the Iſſue of ſuch Child or Children living at the Time of his Deceaſe, or born afterwards, *Then* in Truſt that they the ſaid *H. B.* and *T. B.* or the Survivor of them, or the Executors or Adminiſtrators of the Survivor of them, ſhall and will, as ſoon as may be after the Receipt thereof, place the ſaid 500 *l.* out at Intereſt upon the beſt Security or Securities that can or may be by him or them had or procured for the ſame, or otherwiſe veſt the ſame in the Purchaſe of Lands in Fee-ſimple, or for Life or Lives, or Term or Terms of Years, in ſuch Manner as he or they ſhall think moſt beneficial or convenient; *And that* they the ſaid *H. B.* and *T. B.* or the Survivor of them, or the Executors or Adminiſtrators of the Survivor of them, ſhall and will permit and ſuffer the ſaid *A. B.* to have, receive and take the Intereſt, Benefit and Proceed of the ſaid 500 *l.* or the Rents and Profits of the Lands purchaſed therewith, for and during the Term of the natural Life of the ſaid *A. B.* and from and immediately after the Deceaſe of the ſaid *A. B.* ſo ſurviving the ſaid *R. B.* as aforeſaid, they the *H. B.* and *T. B* or the Survivor of them, or the Executors or Adminiſtrators of the Survivor of them, ſhall and will pay and diſpoſe of the ſaid 500 *l.* or aſſign and convey the Lands purchaſed therewith, or the Securities had or taken for the ſame, to and amongſt all and every the Child or Children of the Body of the ſaid *A. B.* by the ſaid *R. B.* begotten, which ſhall be living at the Time of the Deceaſe of the ſaid *A. B.* and the Iſſue of ſuch Child or Children of the ſaid *R. B.* and *A. B.* or Children as ſhall be dead at

the Time of the Deceaſe of the ſaid *A. B.* Share and Share alike, ſuch Iſſue taking only ſo much as the reſpective Father or Mother, if alive at the Death of the ſaid *A. B.* would have taken; and if no ſuch Child or Children, or any Iſſue of ſuch Child or Children ſhall be then living, then to the Executors, Adminiſtrators or Aſſigns of the ſaid *A. B.* and then this Obligation to be void, and alſo to be void in Caſe the ſaid *R. B.* ſhall ſurvive the ſaid *A. B.* otherwiſe to remain in full Force.

That the Obligor ſhall ſuffer his intended Wife to make a Will. (*a*)

Whereas a Marriage is intended to be ſhortly had and ſolemnized between the above bound *L. R.* and one *M. W.* **Now the Condition**, &c. That if after the ſaid intended Marriage ſhall be had and ſolemnized between the ſaid *L. R.* and *M. W.* the ſaid *L. R.* ſhall and do quietly permit and ſuffer the ſaid *M. W.* in due Form of Law, to ſign, ſeal, publiſh and declare her laſt Will and Teſtament in Writing, and in and by the ſame to give, will and bequeath, or otherwiſe diſpoſe of at her free Will and Pleaſure, unto and amongſt her Kindred, Friends and Acquaintance, or any of them, as to her ſhall ſeem meet and convenient, the Sum of, *&c.* **And further**, in Caſe of the ſaid *L. R.*'s ſurviving the ſaid *M. W.* if the ſaid *L. R.* his Heirs, Executors or Adminiſtrators, or any of them, upon reaſonable Requeſt of him or them in that Behalf to be made, by any ſuch Perſon or Perſons to whom the ſaid *M. W.* ſhall give, will and bequeath any ſuch Sum or Sums of Money, not exceeding in the Whole the ſaid Sum of —— or the Value thereof, ſhall well and truly pay, or cauſe to be paid, all and every ſuch Sum and Sums of Money ſo to be given, willed or bequeathed as aforeſaid, by the ſaid *M. W.* in ſuch Manner as ſhall be by her appointed; then, *&c.*

Another.

Whereas a Marriage is intended, *&c.* between the above bound *A.* and *C.* of, *&c.* **And whereas** the ſaid *A.* hath agreed, and doth hereby agree, that in Conſideration of the Monies, *&c.* belonging to, and which the ſaid *C.* is poſſeſſed of, and will come or belong to the ſaid *A.* by the ſaid Marriage, when the ſame ſhall be ſolemnized, ſhe the ſaid *C.* in Caſe ſhe ſhall depart this Life in the Life-time of him the ſaid *A.* ſhall and may by any Writing under her Hand and Seal, or by her laſt Will and Teſtament in Writing, or any other Writing purporting her laſt Will, to be by her ſigned, ſealed and executed in the preſence of, and atteſted by, two or more credible Witneſſes, give, diſpoſe, order, direct and appoint the Sum of 100*l.* of, *&c.* or any Part of the ſaid Sum; and likewiſe the —— Part of the Goods now belonging to the ſaid *C.* to ſuch Perſon or Perſons, for ſuch Uſes and Purpoſes, and in ſuch Manner as ſhe the ſaid *C.* by ſuch Writing, or by her laſt Will and Teſtament in Writing, or other Writing purporting her laſt Will, to be by her ſigned, ſealed, executed and atteſted as aforeſaid, give, *&c.* or any Part thereof; and he the ſaid *A.* hath alſo agreed, that he, his Heirs, *&c.* will duly pay the ſaid Sum of 100*l.* or ſuch Part thereof which ſhe ſhall ſo give and diſpoſe, order and appoint to be paid; and will likewiſe deliver the ſame —— according to ſuch her Diſpoſition, Order or Appointment of or concerning the ſame: **Now the Condition**, &c. That if the ſaid intended Marriage ſhall take Effect, and the ſaid *C.* ſhall happen to depart this Life in the Life-time of the ſaid *A.* her intended Huſband, then and in ſuch Caſe, if the ſaid *A.* his Heirs, *&c.* ſhall and do, within twelve Months next after ſuch the Deceaſe of the ſaid *C.* his intended Wife, well and truly pay, or cauſe to be paid, all or ſuch Part of the ſaid Sum of 100*l.* and ſhall likewiſe deliver the ſaid —— to ſuch Perſon or Perſons, for ſuch Purpoſes and in ſuch Manner, according as ſhe the ſaid *C.* his intended Wife, by any Writing under her Hand and Seal, or by her laſt Will and Teſtament in Writing, or any other Writing purporting her laſt Will, to be by her ſigned and ſealed in the Preſence of, and atteſted, by two or more credible Witneſſes, ſhall, notwithſtanding her Coverture, give, *&c.* the ſame, according to the true Intent and Meaning of the ſaid Parties, and of theſe Preſents; then, *&c.*

(*a*) *Note*; The Obligation muſt be from the intended Husband to a Friend of the intended Wife.

A Bond from the intended Husband to a Truſtee for the intended Wife, whereby ſhe is impowered to keep and diſpoſe, by Deed or Will, of Part of her Fortune to ſeparate Uſes notwithſtanding her intended Coverture.

Recitals, *viz.* The intended Marriage.

Whereas a Marriage, by Divine Permiſſion, is forthwith intended to be had and ſolemnized between the ſaid *R. P.* and *E. L.* of the Pariſh of, *&c.* Widow: **And whereas** the ſaid *E. L.* now is poſſeſſed of, intereſted in or intitled unto a conſiderable Perſonal Eſtate, conſiſting in ready Monies, Debts or Securities for Monies, Rings, Plate, Goods, Chattels and other Things, amounting in the Whole to the Sum or Value of —— or thereabouts, (over and beſides a conſiderable Real Eſtate in Reverſion): **And whereas**, previous to the ſaid intended Marriage, it has been agreed by and between the ſaid *R. P.* and *E. L.* his intended Wife, that (in Caſe the ſaid intended Marriage ſhall take Effect) the Sum of 700 *l.* (Part of the now preſent Eſtate or Fortune of her the ſaid *E. L.* notwithſtanding ſuch her intended Coverture) ſhall go and be to and for her ſole and ſeparate Uſe and Diſpoſal, in ſuch Manner as herein after is for that Purpoſe mentioned and expreſſed; and that the Reſidue of the Perſonal Eſtate of her the ſaid *E. L.* ſhall go and be to and for the only Benefit of the ſaid *R P.* (which is by him the ſaid *R. P.* hereby agreed and accepted in full of her preſent Portion or Fortune): **Now the Condition** of the above written Obligation is ſuch, that (in Caſe the ſaid intended Marriage take Effect) if the ſaid *R. P.* his Executors and Adminiſtrators, do and ſhall permit and ſuffer the ſaid *E. L.* to receive and take out of the above-mentioned Sum —— the full Sum of 700 *l.* and to pay the ſame into the Hands of the above named *J. L.* or of any other Truſtee as ſhe ſhall appoint, in Truſt to be by him or them placed out in Government or other ſufficient Securities, either Real or Perſonal, with the Conſent of her the ſaid *E. L.* during her Life, and to pay the Intereſt, Produce and Profits thereof to the ſaid *E. L.* during her Life; and alſo do and ſhall permit her the ſaid *E. L.* to receive all ſuch Intereſt and Produce to and for her ſole and ſeparate Uſe and Diſpoſal during her intended Coverture, and as if ſhe were a Feme Sole, (and the ſame not to be ſubject to the Controul, Diſpoſition, Debts or Incumbrance of the ſaid *R. P.*) in ſuch Manner as ſhe ſhall think fit; and alſo if he the ſaid *R. P.* ſhall permit his Name to be made uſe of in any Action or Suit by any Truſtee of her the ſaid *E. L.* without releaſing or diſcharging the ſame, for the Recovery and Receipt of the ſaid 700 *l.* Truſt Monies and Premiſſes for the ſole Uſe of her the ſaid *E.* **And alſo**, that in Caſe the ſaid *E. L.* at any Time during the ſaid intended Coverture, ſhall by any Deed or Will, to be by her duly executed in the Preſence of three Witneſſes, (which Deed or Will ſhe the ſaid *E. L.* notwithſtanding ſuch her intended Coverture, is hereby enabled and impowered to make) give and diſpoſe of the ſaid Sum of 700 *l.* or any Part thereof, to any Perſon or Perſons, to and for ſuch Intents and Purpoſes as ſhe the ſaid *E.* ſhall think fit; then if he the ſaid *R. P.* his Executors and Adminiſtrators, ſhall permit and ſuffer the ſaid Sum of 700 *l.* or ſo much thereof as ſhall be by her ſo diſpoſed of, to be peaceably and quietly held and enjoyed by ſuch Perſon or Perſons to whom the ſame by ſuch Deed or Will ſhall be by her the ſaid *E.* ſo given as aforeſaid, according to the true Intent and Meaning thereof, and that without any Manner of Let, Suit, Trouble, Interruption or Diſturbance whatſoever, either at Law or in Equity, of or by him the ſaid *R. P.* his Executors or Adminiſtrators, or of or by any other Perſon or Perſons whomſoever claiming or to claim the ſame, by, from or under him, them, or any of them, (and the ſaid *J. L.* his Executors and Aſſigns, or ſuch other Perſon or Perſons who ſhall act in the Truſts aforeſaid, being firſt reimburſed out of the ſaid Truſt Monies all his and their Coſts and Charges in the Management thereof, if any ſuch ſhall be); then, *&c.*

The Widow's Eſtate.

The Agreement.

Condition. *viz.*

To permit the Wife to take and place out 700 *l.* for her ſole Uſe during Coverture,

And to diſpoſe by Deed or Will, *&c.*

For the intended Husband to permit his intended Wife, if ſhe ſurvives, to have her Widow's Share of his Eſtate, according to the ancient Cuſtom of London, *notwithſtanding the Statute concerning ſuch Cuſtom.*

Whereas by an Act of Parliament made and paſſed in the 11th Year of the Reign of his late Majeſty King *George* the *Firſt*, intitled, An Act for regulating Elections within the City of *London*, and for preſerving the Peace, good Order and Government of the ſaid City, it is thereby (amongſt other Things) enacted, to the Effect as follows, *viz.* That it ſhould and might be lawful for any Perſon free of the ſaid City, to give, deviſe and diſpoſe of his Perſonal Eſtate to ſuch Perſon and Perſons, and to ſuch Uſe and Uſes, as he ſhould think fit; any Cuſtom or Uſage of or in the ſaid City, or any By-Law or Ordinance made or obſerved within the ſame, to the contrary thereof in any wiſe notwithſtanding. Provided, and ſo as if any ſuch Perſon, free

free of the ſaid City, ſhould by any Writing made under his Hand before Marriage, agree that his Perſonal Eſtate ſhould be ſubject to, or be diſtributable according to the Cuſtom of the ſaid City, in ſuch Manner as in the ſaid Act mentioned, as in and by the ſaid Act, Relation, *&c.* **And whereas** a Marriage is intended, *&c.* to be forthwith had and ſolemnized by and between the above bound *J. H.* and *A. B.* Spinſter, one of the Daughters of *J. B.* of, *&c.* and Siſter of the above named *J. B.* By Virtue of which Marriage he the ſaid *J. H.* on or before the Solemnization, will have and receive from the ſaid *J. B.* the Father, in Money, or otherwiſe, a conſiderable Portion: **And whereas** previous to and before the Solemnization of the ſaid Marriage, and in Conſideration thereof, and of ſuch Marriage, he the ſaid *J. H.* being a Freeman of the City of *London*, hath agreed, and by this his Writing doth agree, and doth hereby abſolutely relinquiſh, waive and renounce unto her the ſaid *B.* his intended Wife, all Power, Benefit and Advantage whatſoever, which he the ſaid *J. B.* by Virtue of the ſaid in Part recited Act, can or may have or claim to the Diſpoſal, by Will or otherwiſe, of any Part of the Eſtate which he ſhall die poſſeſſed of, from the ſaid *B.* his intended Wife: And he the ſaid *A.* for the Conſiderations aforeſaid, doth hereby further agree, that in Caſe the ſaid Marriage ſhall take Effect, and ſhe the ſaid *B.* ſhall ſurvive him, that then and in ſuch Caſe ſhe the ſaid *B.* her Executors and Aſſigns, ſhall from thenceforth be intitled to, and be anſwered and paid out of the clear Eſtate as he the ſaid *A.* ſhall die poſſeſſed of, all ſuch her Cuſtomary Part thereof, in ſuch Manner as herein after is mentioned; any Thing in the ſaid Act contained to the contrary thereof in any wiſe notwithſtanding: **Now the Condition**, &c. That if the ſaid intended Marriage ſhall take Effect, and he the ſaid *A.* ſhall happen to depart this Life, leaving the ſaid *B.* him ſurviving, then if the Heirs, Executors or Adminiſtrators of the ſaid *A.* ſhall and do at all Times from and after the Death of the ſaid *W. H.* permit and ſuffer her the ſaid *B.* her Executors, Adminiſtrators and Aſſigns, to have, receive, and take to and for her and their own Uſe, Benefit and Diſpoſal, all her full Cuſtomary Part or Parts, or Share, of and in all ſuch Eſtate as he the ſaid *A.* ſhall die poſſeſſed of, and that according to the antient Cuſtom of the ſaid City of *London* uſed and accuſtomed, or as the Widows of Freemen of the ſame City at any Time before the making of the ſaid in Part recited Act were intitled unto and accuſtomed to have and receive; that then, *&c.*

XXII. Conditions of Bonds of Indemnity.

To one bound for the Obligor in a Bond for Payment of Money.

Whereas the above named *A. B.* at the ſpecial Inſtance and Requeſt (and for the only Debt) of the above bounden *C. D.* together with him the ſaid *C. D.* is in and by one Bond or Obligation, bearing equal Date with the above written Obligation, held and firmly bound unto *E. F.* of —— Gent in the penal Sum of —— *l.* of lawful Money of *Great Britain*, conditioned for the Payment of the Sum of —— with Intereſt for the ſame after the Rate of 5 *l. per Cent. per Ann.* on —— next enſuing the Date of the ſaid recited Obligation, as in and by the ſaid recited Obligation and Condition thereof may more fully appear, (*Or the Condition may be recited thus*, That if the ſaid, *&c. ſee* Tit. **Recital**): **Now the Condition** of this Obligation is ſuch, That if the ſaid *C. D.* his Heirs, Executors or Adminiſtrators, do and ſhall well and truly pay or cauſe to be paid unto the ſaid *E. F.* his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of —— with Intereſt for the ſame, after the Rate of 5 *l. per Cent. per Ann.* as aforeſaid, on the —— Day of ——next enſuing the Date of the ſaid recited Obligation, (*If the Bond is made payable at ſeveral Times, ſay*, On the ſeveral Days and Times limited in the ſaid recited Condition), according to the true Intent and Meaning thereof, and in full Diſcharge and Satisfaction of the ſaid recited Obligation; and if he the ſaid *C. D.* his Heirs, Executors or Adminiſtrators, ſhall alſo from Time to Time, and at all Times hereafter, ſave harmleſs and indemnify him the ſaid *E. F.* his Executors and Adminiſtrators, and his and their Goods and Chattels, of and from all Damages, Sums of Money, and Coſts and Charges, which he, they, or any of them, ſhall or may at any Time hereafter be put unto by reaſon of the ſaid *A. B.*'s being bound with the ſaid *C. D.* for the Payment of the Sum of Money and Intereſt aforeſaid; then, *&c.* —— or elſe, *&c.*

To one bound in ten ſeveral Bonds to pay Money.

Whereas the above named *A.* at the ſpecial Inſtance and Requſt, and for the only proper Debt of the above named *B.* is and ſtandeth jointly and ſeverally bound together with the ſaid *B.* unto *C.* of, *&c.* by ten ſeveral Bonds or Obligations under their Hands and Seals, dated the —— Day of —— *Anno Dom.* 17— each of them in the Sum or Penalty of

of —— *l.* with Condition thereunder reſpectively written for Payment of the reſpective Sums, on the ſeveral Days and Times following, (that is to ſay) One of them for Payment of —— on the —— Day of —— which then would be in the Year of our Lord 17— one other of them for Payment of —— on the —— Day of —— which will be, &c. (*and ſo of the Reſt*) as by the ſaid ſeveral recited Obligations and Conditions, Relation being, &c. **Now the Condition**, &c. That if the ſaid *B.* his, &c. ſhall and do well and truly pay and ſatisfy the ſaid ſeveral Sums of Money mentioned in, and which ſhall grow and become due and payable, according to the Conditions of the ſaid ſeveral recited Obligations, on the reſpective Days and Times therein limited, and according to the true Intent and Meaning, and in full Diſcharge thereof, and of every of them; and ſhall likewiſe ſave, &c. the ſaid *A.* her, &c. and her and their Lands, &c. of and from the ſaid ſeveral recited Obligations, and all Monies therein, and in the Conditions thereof mentioned, and thereupon to grow due and payable; and from all Actions, &c. for or by reaſon thereof in any Manner of wiſe; then, &c.

To one bound for the Obligor in a Bond to indemnify the Pariſh from a Baſtard.

Whereas the ſaid *A. B.* and *C. D.* at the ſpecial Inſtance and Requeſt of the above bounden *E. F.* by their Bond or Obligation, bearing Date, &c. became bound to the Churchwardens and Overſeers of the Poor of the Pariſh of —— in the County of —— by their Names and Additions therein mentioned, in the Penalty of 100*l.* upon Condition that, &c. (*recite the Condition*): **Now the Condition** of this Obligation is ſuch, That if the above bounden *E. F.* his Heirs, Executors and Adminiſtrators, or ſome of them, do and ſhall from Time to Time, and at all Times hereafter, well and ſufficiently ſave and keep harmleſs and indemnified the ſaid *A. B.* and *C. D.* their Heirs, Executors and Adminiſtrators, and their and every of their Lands, Tenements, Goods and Chattels, of and from the ſaid Bond or Obligation, and all Sums of Money therein and in the Condition thereof mentioned, and thereupon due or to grow due or payable, and of and from all Actions, Suits, Coſts, Charges, Payments, Damages and Demands, which either or any of them ſhall or may pay, ſuſtain or be put unto for or by Reaſon thereof, or in any wiſe howſoever, and ſhall and will well and truly pay the ſame unto the ſaid *A. B.* and *C. D.* their or one of their Heirs, Executors or Adminiſtrators; then this Obligation to be void, &c.

To one bound for the Obligor in a Bail-Bond upon a Cepi Corpus.

—— Bound unto *J. K.* Eſq; Sheriff of the County of —— in the Penal Sum of —— conditioned for the Appearance of the ſaid *A. B.* before —— at *Weſtminſter*, on —— next, to anſwer *C. D.* in a Plea of —— as in and by the ſaid recited Obligation and Condition thereof may more fully appear: **Now**, &c. —— that if the above bound *A. B* ſhall appear according to the Condition of the ſaid Bond to the Sheriff, and as the Law in ſuch Caſe requires; and if, &c. by Reaſon of his the ſaid *E. F.*'s being bound for the Appearance of the ſaid *A. B.* as aforeſaid; then, &c. —— or elſe, &c.

To indemnify on Account of being Bail to an Outlawry.

Whereas upon the late Reverſal of an Outlawry in his Majeſty's Court of King's Bench at *Weſtminſter*, againſt the above bound *E. P.* at the Suit of *A. A.* Gent. *E. P.* and *R. W.* Gent. (at the Requeſt of the above named *R. H.* and for and on the Account of the ſaid *E. P.*) by their Recogniſance bearing Date —— now are and ſtand bound to —— in the Sum of 80*l.* a-piece, for his the ſaid *E. P.*'s perſonally appearing in the ſaid Court as of *Hilary* or *Eaſter* Term now next inſuing, to defend any new Original that ſhall or may be brought by the ſaid *A. A.* againſt him the ſaid *E. P.* in either of the ſame Terms; and in caſe of his not ſo appearing for ſo doing, and paying all Coſts and Charges which ſhall be given or recovered againſt him touching the ſame; then they the ſaid *E. P.* and *R. W.* will be liable to pay the ſame, in ſuch Manner as in the ſaid Recogniſance is mentioned: **And whereas** the ſaid *R. S.* by his Bond or Obligation, bearing Date the —— Day of this Inſtant, (at the Requeſt, and for and on the Account of the ſaid *E. P.*) is and ſtands bound unto the ſaid *E. P.* and *R. W.* in the Sum of —— of, &c. with Condition thereunder written, (reciting therein as herein before is recited, or to the like Effect, that if the ſaid *R. H.* his Heirs, Executors and Adminiſtrators, ſhall and do at all Times well and ſufficiently ſave harmleſs and indemnified the ſaid *E. P.* and *R. W.* their Heirs, Executors and Adminiſtrators, and their and every their Real and Perſonal Eſtates, as well of and from all Coſts, Charges, Damages and Expences, as alſo

of and from all Actions and Suits whatſoever touching the ſame, which ſhall or may happen, ariſe, fall or be recovered againſt them, any or either of them, for or by Reaſon of their being Bail for the ſaid *E. P.* as aforeſaid, in Manner as in the ſaid Bond is mentioned; then the ſame Bond to be void, otherwiſe to remain in full Force, as by the ſaid in Part recited Recogniſance and Bond, *&c.* **Now the Condition**, &c. that if the ſaid *E. P.* his Heirs, *&c.* ſhall and do pay all ſuch Monies, Coſts, Charges and Expences, as ſhall or may fall, ariſe, happen or be recovered againſt the ſaid *E. P.* and *R. W.* their Executors and Adminiſtrators, and alſo of and from all Actions and Suits whatſoever, which ſhall or may be brought againſt them, or any of them, touching their being Bail for the ſaid *E. P.* as aforeſaid; and alſo if he the ſaid *E. P.* his Heirs, *&c.* ſhall and do at all Times hereafter ſave, keep harmleſs and indemnified, as well them the ſaid *E. P.* and *R. W.* as alſo the ſaid *R. H.* and each and every of them, their, each and every of their Executors and Adminiſtrators, and their and every of their Real and Perſonal Eſtates, of and from all Coſts, Charges and Damages whatſoever, which they or any of them ſhall or may pay or ſuſtain, for or by Reaſon of them the ſaid *E. P.* and *R. W.* being ſuch Bail, or of his the ſaid *R. H.* giving them ſuch Bond of Indemnity on Account thereof, in Manner as aforeſaid; then, *&c.*

To indemnify on Account of being Bail to a Writ of Error.

Whereas a Verdict in Ejectment was obtained in his Majeſty's Court of Common Pleas againſt the above named *E. L. N. J. R.* and *J. L. N.* as Defendants upon the Demiſe of *J. N.* Gent. as Plaintiff at the laſt Summer Aſſizes held for the County of *N.* **And whereas** the ſaid Defendants have ſince brought their Writ of Error upon the Judgment in Ejectment, to which Bail being required to anſwer the mean Profits of the Lands and Premiſſes thereby recovered, the ſaid *E. L. N.* together with —— are become Bail to the ſaid writ of Error, and are thereby liable to anſwer and make good all the Rents and Profits of the ſaid Lands and Premiſſes ſo recovered as aforeſaid: **And whereas** previous to and before the giving ſuch Bail as aforeſaid, he the ſaid *J. R.* propoſed and agreed to indemnify the ſaid *E. L. N.* of and from the ſame, ſo far as concerned his the ſaid *J. R.*'s Intereſt in the ſaid Lands and Premiſſes ſo recovered, in ſuch Manner as herein after mentioned: **Now the Condition** of the above written Obligation is ſuch, that if the above bound *J. R.* his Heirs, Executors and Adminiſtrators, ſome or one of them, ſhall and do from Time to Time, and at all Times hereafter, at his and their own proper Coſts and Charges, well and ſufficiently ſave, keep harmleſs and indemnified, as well the ſaid *E. L. N.* his Heirs, Executors and Adminiſtrators, as alſo his and their Real and Perſonal Eſtates, of, from and againſt all and all Manner of Actions, Suits, Judgments, Executions, Coſts, Charges, Damages and Expences whatſoever, which ſhall or may at any Time hereafter fall, ariſe, happen or come to him, them or any of them, for, by Reaſon or on Account of his the ſaid *E. L. N.* being one of the Bail to the ſaid Writ of Error as aforeſaid, or otherwiſe howſoever, touching or concerning the ſame: **Provided nevertheleſs**, and it is hereby agreed and declared, that the ſame ſhall extend no farther than only ſo far as relates to the Intereſt of him the ſaid *J. R.* in the Premiſſes ſo recovered as aforeſaid, and of his being one of the Defendants therein, and as to his Coſts, Charges and Damages thereby ſuſtained; then the above written Obligation ſhall be void, *&c.*

To indemnify on being Bail to the Action, and alſo on a Writ of Error after the Judgment.

Whereas the above named *W. E.* at the ſpecial Inſtance and Requeſt of the above bound *S. R.* did in or about *Michaelmas* Term laſt paſt become Bail for me the ſaid *S. R.* in his Majeſty's Court of King's Bench at *Weſtminſter*, to an Action brought againſt me the ſaid *S.* at the Suit of *A. B.* who, on the Proſecution of the ſaid Action, hath this preſent *Eaſter* Term obtained a Judgment againſt me the ſaid *S.* upon which ſaid Judgment, the ſaid *S. R.* having brought a Writ of Error, he the ſaid *W. E.* is alſo together with Mr. *P. P.* of *London*, Merchant, become Bail for me the ſaid *S.* thereto or thereupon, as by the Record thereof may appear: **Now the Condition** of this Obligation is ſuch, that if the above bound *S. R.* his Heirs, Executors or Adminiſtrators, do and ſhall well and truly ſatisfy, content, pay and diſcharge the ſaid Recovery, together with the Coſts and Charges thereupon aſſeſſed or taxed, or hereafter to be aſſeſſed or taxed, in caſe the ſaid Judgment ſhall be affirmed againſt me the ſaid *S. R.* **And alſo** that if the above bound *S.* do and ſhall from Time to Time, and at all Times hereafter, well and ſufficiently ſave, defend and keep harmleſs and indemnified him the ſaid *W. E.* his Executors and Adminiſtrators, and his and their Goods or Chattels, for or by

Reaſon of his becoming ſeverally Bail as aforeſaid, as well to the ſaid Action, as on the ſaid Writ of Error as aforeſaid; that then, &c.

To indemnify againſt a Recogniſance in Chancery.

Whereas by an Order made in the High Court of Chancery, on or about the eighth Day of *December* laſt paſt, in a Cauſe wherein the above bound *S. R.* is Plaintiff, againſt one *J. B.* and others, Defendants, it was in and thereby ordered, that the ſaid *S.* ſhould with Surety or Sureties enter into a Recogniſance of 200 *l.* to abide the Order of the ſaid Court on hearing of the ſaid Cauſe, as by the ſaid Order, amongſt other Things, may appear: **And whereas** the above named *E. L.* at the ſpecial Inſtance and Requeſt of him the ſaid *S.* and together with him the ſaid *S.* purſuant to the ſaid Order, hath entered into ſuch a Recogniſance of 200 *l.* Penalty, as the ſaid Order directed; as by the ſaid Recogniſance and Maſter's Report on the ſaid Order made alſo may appear: **Now the Condition**, &c. that if the above bound *S. R.* his Executors or Adminiſtrators, do and ſhall from Time to Time, and at all Times hereafter, well and truly ſave, defend, and keep harmleſs and indemnified him the ſaid *E. L.* his Executors and Adminiſtrators, his and their Lands, Tenements, Goods and Chattels, of and from all Trouble, Coſts, Charges and Expences at Law and in Equity, and of and from all Damages whatſoever, that ſhall or may at any Time hereafter happen or accrue to him or them, for or by Reaſon of his entering into or acknowledging the ſaid Recogniſance with him the ſaid *S.* as aforeſaid; that then, &c.

Another.

Whereas the above named *R. B.* together with me *R. C.* at the ſpecial Inſtance and Requeſt of the above bound *T. L.* and with him the ſaid *T. L.* and for his own proper Concern, and on his Promiſe to ſave, defend, keep harmleſs and indemnified them the ſaid *R. B.* and *R. C.* from all Damages, Coſts, Trouble or Charge whatſoever, that might happen or accrue to them the ſaid *R.* and *R.* their Executors or Adminiſtrators, either or any of them, for or by Reaſon of entring into the Recogniſance herein after mentioned, have by their——Recogniſance, bearing Date the twelfth Day of this Inſtant Month of *Auguſt*, taken by and before Sir *J. H.* one of the Maſters of the High Court of Chancery, in Purſuance to an Order made on the Part of *W. P.* and *M.* his Wife, bearing Date the 14th Day of *July* laſt paſt, whereby the Guardianſhip of *S. A.* an Infant, and the Cuſtody of her Eſtate were committed to the Cuſtody of the above bound *T. L.* for which he is yearly to account before the ſaid Sir *J. H.* did acknowledge themſelves to owe unto the Right Honourable Sir *J. T.* Knt. Maſter of the Rolls, and Sir *R. H.* Knt. one other of the Maſters of the ſaid Court of Chancery, the Sum of 200 *l.* of &c. the Condition of ſuch Recogniſance was to this Effect, *viz.* that the above bound *T. L.* ſhould truly account for the Rents, Iſſues and Profits of the ſaid Infant's Eſtate, which from Time to Time ſhould come to his Hands before the ſaid Sir *J. H.* according to the true Intent and Meaning of the ſaid Orders, as by the ſaid Recogniſance and Condition may appear: **Now the Condition**, &c. that if the above bound *T. L.* his, &c. do or ſhall from Time to Time, and at all Times hereafter, ſave, defend and keep harmleſs and indemnified him the ſaid *R. B.* his, &c. of and from all and all Manner of Trouble, Coſts, Charges and Expences at Law or in Equity, and all Damages whatſoever, that ſhall or may at any Time hereafter happen or accrue to him or them, for or by Reaſon of his entering into or acknowledging the ſaid Recogniſance with him the ſaid *T. L.* as aforeſaid; that then, &c.

To indemnify a Perſon on his becoming Bail to an Action in the Poultry-Compter, London.

Whereas, the above named *A.* at the ſpecial Inſtance and Requeſt of the above bound *B.* on the Day of the Date above written, together with *D.* of, &c. became bound as Bail for the ſaid *B.* to an Action entered againſt the ſaid *B.* in the *Poultry-Compter*, *London*, for the Sum of —— at the Suit of *E.* of, &c. **Now the Condition**, &c. that if the ſaid *B.* and the above bound *C.* (*one bound with him*) their Heirs, &c. or either or any of them, do, &c. ſave, &c. the ſaid *A.* his Heirs, &c. and their Lands, &c. of and from all Actions, &c. for or by Reaſon of his becoming bound or Bail for the ſaid *B.* as aforeſaid, in any Manner of wiſe; then, &c.

To

To indemnify the Bail in a Recognisance in the Admiralty Court, for a Captain of a Ship going a Privateering.

WHereas the above bound *A. B.* and *C.* at the Request, and for and on the Account of the above bound *D. E.* and *F.* on, *&c.* in the High Court of Admiralty of *England*, became Bail and obliged themselves, their, *&c.* to our aboveſaid Sovereign Lord *George* the Second, by the Grace of God, King of *Great Britain*, *&c.* before the Reverend *G. H.* Doctor of Laws, Surrogate to the Honourable Sir *J. K.* Knt. Doctor of Laws, and Principal Commiſſary of the High Court of Admiralty of *England*, in the Sum of —— of, *&c.* Reciting that *Whereas L.* was authoriſed by Letters of Marque, or a Commiſſion for a private Man of War, to arm, equip and ſet forth to Sea the Ship called the *C.* Burthen about —— Tons, whereof the ſaid *L.* went Captain, with Men, Ordinance and Victuals, to ſet upon by Force of Arms, and to ſubdue, ſeize and take the Men of War, Ships, and other Veſſels whatſoever, together with the Goods, Monies and Merchandiſes belonging to *Spain*, and other his Majeſty's Enemies, excepting only within the Harbours or Roads within Shot of the Canon of Princes and States in Amity with his Majeſty; *And* that the ſaid *L.* had a Copy of Inſtructions, approved of and paſſed by his Majeſty in Council delivered to govern himſelf therein; *If therefore* nothing were done by the ſaid *L.* or any of his Officers, Mariners or Company, contrary to the true Meaning of the ſaid Inſtructions, but that the ſaid Commiſſion and the ſaid Inſtructions ſhould in all Particulars be duly performed and obſerved, as far as ſhould the ſaid Ship, Captain and Company concern; and if they or any of them ſhould give full Satisfaction for any Damage or Injury which ſhould be done by them, or any of them, to his Majeſty's Subjects or Allies, or Neuters, or their Subjects; *And alſo* if the ſaid *L.* and his Officers and Mariners, ſhould duly pay to his Majeſty, or to ſuch others as ſhall be by his Majeſty authoriſed to receive the ſame, the juſt Tenths or Tenth Part, according to the due and legal Appraiſement of all ſuch Ships and Goods, as ſhall be by them, or any of them taken or ſeized, and ſhould be by due Courſe of Law adjudged to be lawful Prize; and ſhould alſo pay to or for his Majeſty the uſual Cuſtoms of and for all Ships and Goods, ſo as aforeſaid taken and adjudged for Prize; *And* if the ſaid *L.* ſhould not take any Ship or Goods belonging to the Enemy, or otherwiſe liable to Confiſcation, through Conſent or clandeſtinely, by Virtue, Colour or Pretence of his ſaid Commiſſion, then the ſaid Bail ſhould be void, or to that Effect; *And* unleſs they ſhould ſo do, they did thereby ſeverally conſent that Execution ſhould iſſue forth againſt them, their Heirs, Executors and Adminiſtrators, Goods and Chattels, whereſoever the ſame ſhall be found to the Value of the ſaid Sum of —— as thereby, Relation being thereunto had, may at large appear: **Now the Condition**, &c. is ſuch, that if the ſaid *D. E.* and *F.* or any of them, their or any of their Heirs, *&c.* do and ſhall, *&c.* well and ſufficiently ſave, *&c.* the ſaid *A. B.* and *C.* and either and every of them, their and either and every of their Heirs, *&c.* and their, either and every of their Lands, *&c.* of and from the ſaid Sum of —— wherein they are and ſtand obliged as aforeſaid, and all Actions, *&c.* which ſhall or may be commenced, *&c.* for or by Reaſon of their becoming bound or Bail as aforeſaid, or for or by Reaſon of any Matter, Cauſe or Thing relating unto or concerning the ſame, in any Manner of wiſe then, *&c.*

Recital of the Recogniſance,

therein reciting Letters of Marque and Copy of Inſtructions.

To one bound for the Obligor in a Bond for the Performance of Covenants.

—— Conditioned for the true performing, obſerving, fulfilling, paying and keeping of all and every the Covenants, Grants, Articles, Clauſes, Payments and Agreements, which are contained and ſpecified in one Pair of Indentures of, *&c.* —— as by the ſaid Obligation and Condition thereof may more fully appear: **Now**, &c. —— that if the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, and every of them, do and ſhall from Time to Time, and at all Times hereafter, well and ſufficiently ſave and keep harmleſs and indemnified the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, and every of them, for, upon or by Reaſon of the ſaid recited Obligation, or any Sum or Sums of Money therein contained; then, *&c.* —— or elſe, *&c.*

From an Adminiſtratrix to indemnify one of her Security, to the Ordinary, on taking out Letters of Adminiſtration.

Whereas the above named *J. G.* at the Requeſt of the above bound *E. B.* and together with her and *R. A.* of *&c.* became bound to the Judge of the Prerogative Court of *Canterbury*, in the Penal Sum of 15000 *l.* with ſuch Condition as is mentioned in the Statute for the better diſtributing Inteſtates Eſtates, as by the ſaid Bond and Condition may more fully appear: **Now the Condition** of this Obligation is ſuch, that if the above bound *E. B.* her Heirs, Executors and Adminiſtrators, ſhall and do from Time to Time, and at all Times hereafter, well and ſufficiently ſave, keep harmleſs and indemnified the above named *J. G.* his Heirs, Executors and Adminiſtrators, and his and their Lands, Tenements, Goods and Chattels, of, from and againſt all Damages, Coſts, Charges and Expences which ſhall be occaſioned by the ſaid *J. G.*'s entering into the ſaid Bond, or otherwiſe relating thereto; then, *&c.*

To indemnify one bound with a Perſon on his Admittance into one of the Inns of Court.

Whereas the above named *A.* at the Requeſt of the above bound *B.* and *C.* by one Obligation, bearing Date, *&c.* became and ſtands jointly and ſeverally bound with the ſaid *B.* and *C.* unto *D.* Treaſurer of the *Middle Temple*, *London*, in the Penalty of 100 *l.* with Condition thereunder written, that if the ſaid *B.* ſhall during ſuch Time as he ſhall be one of the Company of the *Middle Temple*, go to Church and communicate as he ought to do, and ſatisfy to the Steward of the ſaid Houſe all ſuch Sums of Money as ſhall be due for his Commons, and every Term pay the Sum due for his Penſion, and pay all ſuch Debts, Duties and Charges, with other Things, which by the Orders, Uſage or Cuſtom of the ſaid Houſe, ſhall be due and payable by the ſaid *B.* and ſhall obſerve all Orders, as made, or which ſhall be made for the *Middle Temple*, and ſhould not during his Continuance in the ſaid Houſe, practice as a Common Attorney or Solicitor in any Court of Juſtice in this Land, or elſewhere howſoever; then the ſaid Bond to be void, or to that Effect, as thereby, Relation, *&c.* **Now the Condition**, &c. that if the ſaid *B.* and *C.* or either of them, their or, *&c.* Heirs, *&c.* do and ſhall, *&c.* indemnified the ſaid *A.* his Heirs, *&c.* and his and their Lands, *&c.* of and from the ſaid recited Obligation and Sum of Money therein mentioned, and all Actions, *&c.* for or by Reaſon thereof, in any Manner of wiſe; then, *&c.*

To one bound in a Bond to the Governor and Company of the Bank of England, *for a Perſon's Fidelity*, &c.

Whereas the above named *A.* at the ſpecial Inſtance and Requeſt, and together with the above bound *B.* and *C.* by Obligation under, *&c.* bearing Date, *&c.* became and ſtood jointly and ſeverally bound unto the Governor and Company of the Bank of *England*, in the Sum or Penalty of 1000 *l.* of lawful, *&c.* with Condition under written, (reciting therein, that the ſaid *B.* was choſen into the Service of the ſaid Governor and Company of the Bank of *England*) that if the ſaid *B.* ſhould at all Times, during his Continuance in the ſaid Service, by Virtue of his laſt or any future Election, faithfully and diligently execute, perform and diſcharge the ſame, and ſo ſoon as he ſhould be thereunto required from Time to Time, give a juſt and true Account of all Monies, Notes, Bills, Bonds, Tallies, Orders, Papers, Writings, Books, and other Things that within the ſaid Service ſhall come to the Hands of the ſaid *B.* or which he ſhall be intruſted with, and make good, anſwer and pay the Ballance of ſuch Account to the ſaid Governor and Company, or to the Court of Directors of the ſaid Governor and Company, or to ſuch Perſon or Perſons as they ſhall appoint; then the ſaid recited Obligation to be void, (or to that Effect); as thereby Relation, *&c.* **Now the Condition**, &c. (*as Common.*)

To one bound in a Bond to the Treaſurer of his Majeſty's Cuſtoms, for the Fidelity of a Clerk.

Whereas the above named *A.* at the Requeſt, *&c.* together with *C.* of, *&c.* in and by one Obligation, bearing Date, *&c.* is and ſtandeth jointly and ſeverally bound with the ſaid *B.* and *C.* unto *D.* in the Penalty of —— with Condition (reciting therein, that the

ſaid *D.* is Treaſurer of his Majeſty's Cuſtoms in the Port of *London*, and by Reaſon of ſuch his Office is intruſted with the taking of ſeveral Bonds and other Inſtruments, on his Majeſty's Account, from Merchants and others, and to keep ſeveral Books of Accompts, and had imployed the ſaid *B.* as his Clerk,) that if the ſaid *B.* ſhall at all Times, during his Continuance in the ſaid Service, faithfully behave himſelf in the executing the ſame, and ſhall be punctual according to his Knowledge in taking of all Bonds, Writings, Deeds, Evidences, Papers and Inſtruments whatſoever, which ſhall be taken or paſs through his Hands, and be under his Care during his Continuance in the ſaid Employment; and ſhall ſafely keep and ſecure all ſuch Writings, until he ſhall deliver unto the ſaid *D.* or be thereof by him diſcharged, and in all Things behave himſelf as a faithful Servant in Diſcharge of the Truſt repoſed in him; then the ſaid Obligation to be void, (or to that Effect,) as thereby, Relation, *&c.* **Now the Condition**, &c.

To indemnify one bound to the King for a Letter Carrier's good Service, Fidelity and Behaviour in the General Poſt Office.

Whereas the above named *A.* at the Requeſt, and for the only Duty of the above bound *B.* in and by one Obligation, dated, *&c.* is and ſtands jointly and ſeverally bound with the ſaid *B.* and *C.* of, *&c.* unto our Sovereign Lord the King's Majeſty, in the Penalty of —— with Condition thereunder written; Reciting, that *Whereas* Sir *D.* and Sir *E.* his Majeſty's Poſtmaſters General, had imployed the ſaid *B.* to carry Letters from the Poſt-Office General, to be delivered within *London* and Parts adjacent; that if the ſaid *B.* ſhall truly deliver all ſuch Letters, Packets and Parcels as ſhall be appointed him by the ſaid Sir *D.* and Sir *E.* their Deputies or Aſſigns, and ſhall pay to the Receiver General of his Majeſty's Revenues of the Poſt-Office, at the Poſt-Office, *London*, all ſuch Monies as the Poſtage of Letters, Packets or Parcels delivered to him, or any imployed by him, ſhall amount to, according to the Rates upon the ſame, and ſhall not alter any Tax or Price upon any Letter, Packet or Parcel delivered to him, or any imployed by him, nor receive more than ſo taxed, and ſhall carry himſelf honeſtly in the Imployment, and not depart therefrom without a Month's Notice firſt given to the Governors or their Deputy; then the Bond to be void (or to that Effect,) as by the ſaid recited Obligation and Condition, Relation, *&c.* **Now, the Condition**, &c. that if the ſaid *B.* his Heirs, *&c.* do, *&c.* ſave, *&c.* the ſaid *A.* his Heirs, *&c.* and his and their Lands, *&c.* of and from the ſaid recited Obligation and Sum of Money therein mentioned, and all Actions, *&c.* thereof, in any Manner of wiſe; then, *&c.*

From one Surety to another to indemnify him from a Moiety of the Penalty of a Bond to the King, which they had both entered into for the Fidelity and good Accounting of a Perſon to the Commiſſioners of the Victualling-Office.

Whereas the above named *A.* at the Requeſt of the above bound *B.* in and by an Obligation, bearing Date, *&c.* is and ſtandeth jointly and ſeverally bound with *C* of, *&c.* unto our Sovereign Lord *George* the Second, *&c.* in the Penalty of —— with Condition thereunder written, that if the ſaid *C.* ſhall truly perform and diſcharge the Truſt committed to him as Agent to the Commiſſioners for victualling his Majeſty's Navy, on Behalf of his Majeſty, at the Port of *Leverpool*, and obſerve and follow all ſuch Orders and Inſtructions as he ſhall from Time to Time receive from the ſaid Commiſſioners during his Continuance in the ſaid Employment, and from Time to Time give a juſt and true Account to the ſaid Commiſſioners, for the Time being, of all Monies, Stores, Proviſions, Utenſils, and all other Things belonging to his Majeſty, that he ſhall or may become any way accountable for by Virtue of his ſaid Office or Employment; and, when required, ſhall pay and deliver over to his Majeſty's ſaid Commiſſioners, or whom they ſhall appoint, all ſuch Monies, Stores, Proviſions, Utenſils, and all other Things which upon ſuch Account ſhall be found due and belonging to his ſaid Majeſty; then the ſaid recited Obligation to be void, (or to that Effect), as thereby, Relation, *&c.* **And whereas** the ſaid *B.* before Sealing the ſaid recited Bond, agreed, and doth hereby agree with the ſaid *A.* and is contented to ſtand chargeable with and for the ſaid *C.*'s Performance of the ſeveral Matters and Things contained in the Condition of the ſaid recited Obligation, to the Value of one Half Part of the Sum of Money or Penalty mentioned in the ſaid recited Obligation, and to diſcharge and indemnify the ſaid *A.* therefrom: **Now the Condition**, &c. is ſuch, That if the ſaid *B.* his Heirs, *&c.* do and ſhall at all Times hereafter bear, pay and diſcharge the one full Moiety or Half-Part of all Suits, Coſts, Charges, Payments and Damages which ſhall or may be commenced, proſecuted, recovered or awarded

againſt the ſaid *A.* his Heirs, Executors or Adminiſtrators, or his or their Goods or Eſtate, or which he or they may ſuſtain or be put unto for or by Reaſon of the ſaid recited Obligation, or in any wiſe concerning the ſame; and thereof and therefrom do and ſhall, at all Times hereafter, ſave and keep harmleſs and indemnified the ſaid *A.* his Heirs, Executors and Adminiſtrators, and every of them; then, *&c.*

To indemnify from a Bond given to the Attorney General as to receiving Fee-Farm Rents.

Whereas the above named *W. L.* (at the ſpecial Inſtance and Requeſt, and for and on the Account of the above bounden *(T. D.)* together with the ſaid *T. D.* by their Bond or Obligation bearing even Date herewith, are held and firmly bound unto Sir *P. Y.* Knt. (his Majeſty's Attorney General) in the penal Sum of 1500 *l.* of, *&c.* conditioned for his the ſaid *T. D.*'s receiving of ſeveral Fee-Farm, or other Rents, belonging to the ſaid Sir *P. Y.* and payable to him out of or for ſeveral Manors, Bartons, Farms, Lands, Tenements and Hereditaments in the Counties of *Cornwall*, *Devon*, and elſewhere in *Great Britain*, and for his the ſaid *T. D.*'s rendering, paying and truly accounting of all the ſaid Rents from Time to Time, when and as the ſame ſhall be by him received, unto the ſaid Sir *P. Y.* and as his Steward, in ſuch Manner as in the ſame Condition mentioned, as in and by the ſaid recited Bond more fully may appear: **Now the Condition**, &c. That if the ſaid *T. D.* his Heirs, Executors, Adminiſtrators or Aſſigns, ſhall and do from Time to Time, and at all Times hereafter, well and truly account for and pay unto the ſaid Sir *P. Y.* his Heirs and Aſſigns, all and every ſuch Rents and Sums of Money ſo to be by him received as his Steward, as aforeſaid, according to the true Intent and Meaning of the Condition of the ſaid recited Bond; and alſo if he the ſaid *T. D.* his, *&c.* ſhall and do at all Times hereafter well and ſufficiently ſave, keep harmleſs and indemnified the ſaid *W. L.* his, *&c.* and his, their and every of their Real and Perſonal Eſtates, of, from and againſt all Suits, Coſts, Charges, Damages and Expences whatſoever, which ſhall or may ariſe, fall or happen to him or them for or by reaſon of any Breach to be by him the ſaid *T. D.* made on account of the ſaid recited Bond, or of his the ſaid *W. L.* joining with him therein; then, *&c.*

To indemnify a Perſon from Part of the Penalty in a Bond, which he entred into as Surety for the Fidelity of a Brewer's Clerk.

Whereas the above named *A.* at the ſpecial Inſtance and Requeſt, and for the only Duty of *B.* of, *&c.* by Obligation, *&c.* bound with the ſaid *B.* and *C.* of, *&c.* unto *D.* and *E.* of, *&c.* in the penal Sum of 500 *l.* of lawful, *&c.* with Condition thereunder written, (reciting therein, That *Whereas* the ſaid *D.* and *E.* at the Requeſt of the ſaid *A.* and *C.* had taken, or did intend to take and imploy the ſaid *B.* as a Clerk in their Trade of a Brewer) that if the ſaid *B.* ſhould from Time to Time, when required, give a juſt Account in Writing, and pay and deliver unto the ſaid *D.* and *E.* their Executors and Adminiſtrators, or ſome of them, and diſcharge himſelf from all ſuch Sum and Sums of Money, Bills, Notes and Things, which he ſhould during his ſaid Service receive, diſcharge, or which ſhould come to his Cuſtody, belonging to the ſaid *D.* and *E.* or any others, wherewith they may be charged or chargeable: And alſo if the ſaid *B. A.* and *C.* their Heirs, *&c.* or any of them ſhould make, or cauſe to be made and given unto the ſaid *D.* and *E.* their Executors, *&c.* Satisfaction and Recompence, in lawful, *&c.* for all ſuch Monies, Bills, Notes or other Things belonging to the ſaid *D.* and *E.* their Executors or Adminiſtrators, or any others, wherewith they, or either or any of them, may be charged or chargeable, which ſhould be received or diſcharged by, or come to the Hands, Charge or Cuſtody of the ſaid *B.* and be waſted, imbezilled, made away or detained by him, or any others, by his Means, Privity or Procurement, or from which he ſhall not ſo diſcharge himſelf as aforeſaid; then the ſaid recited Obligation to be void, or to that Effect; as by the ſaid recited Obligation and Condition, Relation, *&c.* **And whereas** the ſaid above bound *F.* is contented to ſecure and indemnify the ſaid *A.* his Heirs, Executors and Adminiſtrators, for and from the Sum or Value of 200 *l.* of ſuch Sum or Sums of Money, Charges, Payments or Damages which he or they may ſuſtain, or which may be recovered againſt him or them, upon or by Virtue of the ſaid recited Obligation: **Now the Condition**, &c. is ſuch, That if the above bound *F.* his, *&c.* from Time to Time, and at all Times hereafter, for and to the Sum or Value of 200 *l.* of lawful, *&c.* as aforeſaid, do, *&c.* and indemnified the ſaid *A.* his Heirs, *&c.* and his and their Lands, *&c.* of and from all Actions, *&c.* ſuſtain or be put unto upon or by reaſon of the ſaid recited Obligation, ſo far as ſhall amount unto or concern the ſaid Sum of 200 *l.* but for no greater Sum,

Sum, Coſt, Charge or Damage, which ſhall or may be recovered or awarded thereupon; then, &c.

N. B. There were two other Bonds from two ſeveral other Perſons to indemnify *A.* each for 150 *l.*

To one bound for another's performing an Agreement for Service abroad.

Whereas the above named *A.* at the ſpecial, &c. (*Recite the Bond*) as thereby, Relation, &c. **Now the Condition**, &c. That if the ſaid *B.* his Executors, &c. ſhall and do well and truly pay and perform all and every the Payments, Matters and Things, on his and their Parts and Behalf to be paid and performed according to the true Meaning of the Condition of the ſaid recited Obligation, and in full Diſcharge thereof; and ſhall and do from Time to Time, and at all Times hereafter, ſufficiently ſave and keep harmleſs and indemnified the ſaid *A.* his Heirs, &c. and his and their Goods, Chattels and Eſtate, of and from the ſaid recited Obligation, and from all Actions, Suits, Coſts, Charges, Payments and Damages, for or by reaſon thereof, in any Manner of wiſe; then, &c.

To one that became bound in a Bond to indemnify a Perſon who managed a Trade for another.

Whereas, &c. (*Recite the Bond to indemnify a Perſon that managed the Trade of —— for another*): **Now the Condition**, &c. That if the ſaid *B.* her Heirs, &c. do and ſhall from Time to Time, and at all Times hereafter, pay, do and perform all Payments, Matters and Things, in and by the Condition of the ſaid recited Obligation mentioned, and according to the true Meaning thereof; and ſhall and do alſo well and ſufficiently ſave and keep harmleſs and indemified the ſaid *A.* his Heirs, &c. and his and their Lands, &c. of and from the ſaid recited Bond or Obligation, and all Sum and Sums of Money, Matters and Things therein and in the Condition thereof mentioned and contained, and which ſhall grow due thereupon, and ought to be paid and performed by her the ſaid *B.* her Executors and Adminiſtrators, only and ſolely, according to the true Meaning of the ſaid Parties and of theſe Preſents; and likewiſe of and from all Actions, &c. which ſhall or may be brought or proſecuted againſt him or them, or which he or they ſhall or may ſuſtain or be put unto for or by reaſon thereof in any wiſe; then, &c.

To indemnify two Perſons who (at the Requeſt of the Owners of a Ship) became bound for the Payment of the Maſter and Ship's Company's Wages.

Whereas the above named *A.* and *B.* at the Requeſt of the above bound *C.* and *D.* by Obligation, &c. bound unto *E.* of, &c. in, &c. *Reciting* in the Condition thereof, that *E.* late Commander of the Ship called the *O.* then bound for *A.* in *R.* with the ſaid Ship, and thence to *L.* or ſome Port or Place in *E.* was taken ſick in his ſaid Voyage, and obliged, for Recovery of his Health, to go aſhore at *G.* above mentioned, where he continued ſick, and not able to proceed upon the ſaid Voyage; and the ſaid *A.* and *B.* by the Directions of the Owners and Freighters of the ſaid Ship, had appointed one *L.* Maſter of the ſaid Ship for the ſaid Voyage; and the ſeveral Perſons therein after mentioned, at the Requeſt of the ſaid *A.* and *B.* had undertaken and promiſed to proceed with the ſaid *L.* in the ſaid Ship upon the ſaid Voyage, at and after the Rate or Wages therein mentioned, *viz.* The ſaid *M.* at 45*s.* *per* Month, *N.* at, &c. for the whole Voyage, from the —— Day of —— then laſt paſt, in Caſe the ſaid Ship ſhall happen to winter in *R.* or any Place between that and *E.* in the ſaid Voyage, **Conditioned** that if the ſaid Ship ſhould proceed upon her ſaid Voyage, and happen to winter in *R.* or any Place between that and *E.* if then the ſaid *A.* and *B.* or either of them, ſhould pay at the Return of the ſaid Ship to her Delivery-Port in *E.* to the ſaid ſeveral Perſons, their Executors or Aſſigns, or ſo many of them as ſhould proceed upon their ſaid Voyage, their full Wages, at and after the Rates before mentioned, without any Abatement whatſoever; then the ſaid recited Obligation to be void, or to that Effect, as by the ſaid recited Obligation and Condition, Relation, &c **Now the Condition**, &c. That if the above bound *C.* and *D.* or either of them, their or either of their Heirs, &c. do, &c. indemnified the ſaid *A.* and *B.* and either of them, their, &c. Heirs, &c. and their and either of their Lands, &c. of and from the ſaid recited Obligation and Sums of Money therein, and in the Condition thereof mentioned, and thereupon to grow due and payable, and all Actions, &c. for or by reaſon thereof in any Manner of wiſe; then, &c.

To one bound in a Bond for peaceable Enjoyment of Part of a Ship, and from Part of her Loading ſold.

Whereas the above named *A.* at the ſpecial Inſtance and Requeſt, and for the only Debt and Duty of the above bound *B.* by Obligation under, *&c.* bound together with *C.* of, *&c.* unto *D.* of, *&c.* in, *&c.* with Condition thereunder written, reciting therein that, *&c.* that if the ſaid *D.* did at all Times afterwards peaceably hold, *&c.* then, *&c.* as thereby, Relation, *&c.* **And whereas** the ſaid *A.* at the Requeſt, and by the Conſent, and for the Account of the ſaid *B.* hath ſold —— Part of the —— Part of the ſaid Ship's Loading, which ſaid *B.* doth hereby approve of and confirm, and acknowledges to have received the Money for the ſaid Goods ſo ſold: **Now the Condition**, &c. That if the ſaid *B.* his Heirs, *&c.* do and ſhall at all Times *&c.* indemified the ſaid *A.* his Heirs, *&c.* of and from the ſaid recited Obligation and Penalty therein, and from all Actions, Suits, *&c.* for or by reaſon of the ſaid Obligation or Sale of the ſaid Goods, as aforeſaid, or in any wiſe concerning the ſame; then, *&c.*

To one bound in a Bond of Bottomry.

Whereas the above named *A.* at the ſpecial Inſtance, *&c.* by Obligation, *&c.* bound together with the ſaid *B.* unto *C.* of, *&c.* in, *&c.* conditioned, That if the ſaid Ship *D. &c.* (*Reciting the Condition*) as by, *&c.* Relation, *&c.* **Now the Condition**, &c. That if the ſaid *B.* his Heirs, *&c.* do and ſhall well and truly pay or cauſe to be paid unto the ſaid *C.* his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of —— *l.* and all other Sum or Sums of Money mentioned in, and which ſhall become and grow due and payable, according to the Condition of the ſaid recited Obligation, and in full Diſcharge thereof; and ſhall and do at all Times hereafter well and ſufficiently ſave and keep harmleſs, *&c.*

XXII. To indemnify from being bound in Articles, and other Contracts.

From the Agent of a foreign Prince, to indemnify a Perſon who was bound with him to pay Part of the Wages that would become due quarterly, for the Service of two Perſons abroad, to their Wives in England.

Whereas *A.* and *B.* of, *&c.* Shipwrights, by two ſeveral Writings or Articles of Agreement under their reſpective Hands and Seals, bearing the Date above written, have agreed with the above bound *C.* to go on Board and proceed in and with ſuch Ship as ſhould be by him provided for their Paſſage to *A.* in *R.* and from thence to proceed to *P.* in the Dominions of —— and upon their Arrival there, to enter into and for the Time and Space of —— Years, from their Appearance in her ſaid Majeſty's Admiralty, to be accounted to continue in the Service of her ſaid Majeſty, and to do and perform the Art, Work and Employment of making and building —— and in Conſideration thereof the ſaid *C.* hath thereby agreed to pay or cauſe to be paid unto *D.* the Wife and preſent Attorney of the ſaid *A.* and unto *E.* the Wife and preſent Attorney of the ſaid *B.* or to ſuch other Perſon or Perſons as the ſaid *A.* and *B.* reſpectively by Writing under their Hands and Seals ſhould appoint, the Wages or Pay of —— a-piece *per* Kalendar Month, by equal quarterly Payments, at the End of every third Kalendar Month ſucceſſively, from the Date hereof, until the Expiration of the ſaid two Years, and proportionably for a leſſer Time than three Months: **And whereas** the above named *G.* at the Requeſt of the ſaid *C.* by two ſeveral Writings under his Hand, bearing the Date above written, hath obliged himſelf for Payment of all ſuch Monies as ſhall become due and payable in *London*, by Virtue of the ſaid ſeveral recited Articles, as thereby, Relation, *&c.* **Now the Condition**, &c. That if the ſaid *C.* his Heirs, *&c.* ſhall and do, *&c.* and indemnified the ſaid *G.* his Heirs, *&c.* and his and their Lands, *&c.* of and from all Actions, *&c.* for or by reaſon of the ſaid laſt recited Writing, or any Sum or Sums of Money, or other Matter or Thing which ſhall or may become due, payable, or ought to be done or performed, by and on the Part of the ſaid *C.* his Executors or Adminiſtrators, as in the ſaid recited Articles is mentioned, or by Virtue and in Requeſt thereof in any wiſe; then, *&c.*

From the Maſter of a Ship, to indemnify the Owners who were bound with him, that he ſhould perform the Matters in a Charterparty.

Whereas by a Charterparty, bearing Date, &c. made between the Royal *African* Company of *England* of the one Part, and the above bound *B.* (by the Name of *B.* of, &c.) and the above named *A.* and *C.* Part-Owners of the Ship *G.* Burthen about —— Tuns, then at Anchor in, &c. the ſaid *B.* Maſter, of the other Part, that the ſaid Maſter, and Part-Owners, have let the ſaid Ship to Freight to the ſaid Company for a Voyage to the South Part of *Guinea* in *Africa*, and from thence to the Coaſt of *W.* and ſo proceed to *B.* in which ſaid recited Charterparty is contained ſeveral Covenants, Clauſes, Articles and Agreements on the Part of the ſaid Maſter to be performed, as well relating to the ſaid Ship and her intended Voyage, as alſo relating to a Cargo of Goods, to the Value of——and ſeveral other Matters therein mentioned, as thereby, Relation, &c. **Now the Condition,** &c. is ſuch, That if he the ſaid *B.* or his Aſſigns, do and ſhall in all Things obſerve, do and perform all the ſeveral Covenants, Articles, Clauſes and Agreements which are mentioned and contained as well in the ſaid recited Charterparty, as in the Indorſement thereon, relating to the ſaid Ship and her ſaid intended Voyage, and the ſaid Cargo of——and Effects and Produce thereof, and all or any other Matters and Things whatſoever, by and on the Part and Behalf of the ſaid Maſter, to be performed in any Manner of wiſe, and thereof and thereform, and of and from all Actions, &c. againſt them the ſaid *A.* and *C.* or either of them, their or either of their Heirs, &c. or which they or any of them may ſuſtain by reaſon thereof in any wiſe; **And** do and ſhall at all Times hereafter ſave, &c. the ſaid *A.* and *C.* and either of them, their and either of their Heirs, &c. and their and either of their Lands, &c. then, &c.

To indemnify one that indorſed a promiſſory Note for another, as a Security.

Whereas the above bound *A.* by Bill or Note under his Hand, dated the, &c. hath promiſed to pay unto *C.* or Order, ſix Months after Date, with Intereſt thereon till paid: **And whereas** the above named *B.* at the Requeſt and for the only Debt of the ſaid *A.* hath indorſed the ſaid recited Bill or Note, and is thereby become chargeable with and for Payment of the ſaid Sum of——and Intereſt at the Time therein mentioned, as by the ſaid Bill and Indorſement thereupon may appear: **Now the Condition,** &c. That if the ſaid *A.* his Executors, Adminiſtrators or Aſſigns, do and ſhall well and truly pay the ſaid Sum of—— for which the ſaid Note is ſo given, and Intereſt thereof, on the Day of Payment therein mentioned, and in full Diſcharge thereof, and thereof and therefrom, and from all Actions, Suits, Charges, Payments and Damages, by reaſon thereof, ſhall and do at all Times well and ſufficiently ſave and keep harmleſs and indemnified the ſaid *B.* his Heirs, Executors and Adminiſtrators, and every of them; then, &c.

XXIII. To indemnify on paying Money, and ſettling Accounts.

To indemnify a Perſon on paying Money received on a Policy of Inſurance.

Whereas the above named *A* received ſeveral Sums of Money, amounting to —— *l.* upon an Inſurance on the Ship *D. E.* Maſter, made by *F.* of, &c. from *L.* to *B.* the ſaid Ship being loſt; which Writing or Policy of Inſurance was delivered to the ſaid *A.* by the above bound *B.* **And whereas** the ſaid *A.* hath at or before Sealing hereof paid unto the ſaid *B.* the ſaid Sum of —— *l.* the Receipt whereof the ſaid *B.* doth hereby acknowledge: **Now the Condition,** &c. That if the ſaid *B.* his Heirs, &c. do and ſhall at all Times hereafter ſave, &c. the ſaid *A.* his Executors and Adminiſtrators, and his and their Lands, &c. of and from all Actions, &c. for or concerning the ſaid —— *l.* ſo by him received and paid as aforeſaid; then, &c.

To ſave harmleſs from paying Rent where the Title is in Queſtion.

The Condition, &c. That **Whereas** there is a Suit depending between the above bound *R. C.* and others, touching the Right and Intereſt in the now Dwelling-houſe of the above named *J. F.* ſituate, &c. **And whereas** the ſaid *J. F.* hath agreed to pay the Rent of the ſaid Houſe to the ſaid *R. C.* which is to pay —— *l.* yearly, as the ſame ſhall

grow due: **If therefore** the ſaid *R. C.* his, *&c.* do and ſhall well and truly pay or cauſe to be paid unto the ſaid *J. F.* his Executors, Adminiſtrators or Aſſigns, all ſuch Rent, Sum and Sums of Money, Charges and Damages whatſoever, as ſhall by due Proceedings in Law be adjudged or decreed againſt him the ſaid *J. F.* his, *&c.* and all other Coſts and Damages whatſoever which he the ſaid *J. F.* ſhall ſuſtain or be at by reaſon of any Action, Suit or Forfeiture whatſoever, which ſhall or may happen or be to the ſaid *J. F.* his Executors, Adminiſtrators or Aſſigns, by reaſon of paying the ſaid Rent, or any Part thereof, to the ſaid *R. C.* his Executors, Adminiſtrators or Aſſigns; that then, *&c.*

To indemnify a Tenant on his Attornment and paying Rent to a Mortgagee, he having timely Notice if he ſhould be ſued or ejected, &c. *that the Mortgagee may defend the ſame.*

Whereas *A.* by Writing under his Hand, bearing Date, *&c.* hath deſired and impowered the above named *B.* to attorn Tenant for the Meſſuages, Farms and Lands he holds of the ſaid *A.* in *H.* and *B.* in the County of, *&c.* unto the above bound *C.* by the Acceptance of her Agent Mr. *D.* and to pay her the Rent to grow due for the ſame, as thereby, Relation, *&c.* **And whereas** the ſaid *B.* in Purſuance of the ſaid recited Writing or Order, hath on the Day of the Date above written actually attorned Tenant to the ſaid *C.* for the ſaid Meſſuages, Farms and Lands in *H.* and *B.* which he holds of the ſaid *A.* by the Acceptance of the ſaid *D.* and in Token of ſuch his Attornment, hath paid unto the ſaid *D.* for the Uſe of the ſaid *C.* 12 *d.* in Part of the Rent which will become due for the ſaid Premiſſes at *Michaelmas* next, and hath agreed to pay the growing Rent of the ſaid Premiſſes to the ſaid *C.* or to her Order and Uſe, as by Writing under the Hand and Seal of the ſaid *B.* bearing Date with theſe Preſents, Relation, *&c.* **Now the Condition,** &c. That if the ſaid *C.* her Executors and Adminiſtrators, ſhall and do, *&c.* well, *&c.* indemnified the ſaid *C.* his Heirs, *&c.* and his and their Lands, *&c.* of and from all Actions, *&c.* Diſtreſſes, Ejectments, Payments, Judgments, Executions and Damages whatſoever, which ſhall or may be commenced, *&c.* againſt him or them, or which he or they ſhall or may ſuſtain or be put unto, as well for or by reaſon of his attorning and becoming Tenant to the ſaid *C.* for the ſaid Premiſſes as aforeſaid, as for or concerning all or any ſuch Sum or Sums of Money which ſhe or they, or any other Perſon or Perſons by her or their Order, or for her or their Uſe, ſhall from Time to Time receive of the ſaid *B.* his Executors, *&c.* for or on Account of the Rent of the ſaid Meſſuages, *&c.* which he the ſaid *B.* ſo holds of the ſaid *A.* as aforeſaid, or any Part thereof; he the ſaid *B.* his Executors and Adminiſtrators, giving timely Notice to the ſaid *C.* her Executors, Adminiſtrators or Aſſigns, of ſuch Actions, Suits, Diſtreſſes or Ejectments which ſhall or may at any Time or Times be brought, proſecuted or made upon or againſt him or them, for or on Account of the ſaid Meſſuages, *&c.* as aforeſaid, or any Part thereof, and ſuffering her the ſaid *C.* her Executors, *&c.* to defend the ſame; then, *&c.*

The following Indorſement was writ upon the Bond at the Time of Sealing thereof.

I the within named *C.* do hereby agree to the Leaſe that is made and granted to the within named *B.* of the Premiſſes, for which the ſaid *B.* hath attorned Tenant to me, as within is mentioned, the reſerved Rent in the ſaid Leaſe being —— *l. per Ann.* Witneſs my Hand the Date within written.

From a Leſſor to indemnify the Leſſee on paying Rent to him.

Whereas the above bound *A.* by Indenture of Leaſe, *&c.* hath demiſed, *&c.* unto the above named *B.* a Meſſuage, *&c.* (*Reciting the Leaſe*) and the ſaid *B.* hath executed a Counterpart of the ſaid Leaſe unto the ſaid *A.* as by the ſaid recited Leaſe and Counterpart thereof may appear: **Now the Condition,** &c. That if the ſaid *A.* her Heirs, *&c.* do, *&c.* indemnified the ſaid *B.* his Executors, *&c.* and his and their Goods and Chattels, of and from all Actions, *&c.* for or by reaſon of his or their Payment of the ſaid yearly Rent of —— *l.* unto the ſaid *A.* his Heirs, *&c.* in Manner as the ſame is by the ſaid recited Leaſe reſerved and made payable; then, *&c.*

To indemnify the Drawer of a Note on his paying the Money to a Perſon to whom the Drawee gave the Note, but omitted to indorſe it, and is ſince dead.

Whereas the above named *W. M.* on or about, *&c.* did enter into and give unto *M. G.* deceaſed, a Note of 10*l.* for Value received, payable unto the ſaid *M. G.* or Order, in ſuch Manner as therein is mentioned: **And whereas** the ſaid *M. G.* is lately dead, but before his Death did give unto the above bounden *W. H.* the before mentioned Note of 10*l.* ſo entred into by the ſaid *W. M.* as aforeſaid, but did not indorſe his Name thereon: **And whereas** the ſaid *W. M.* on the Day of the Date hereof, at the Requeſt of the ſaid *W. H.* hath actually and well and truly paid unto the above bounden *W. H.* the before mentioned Sum of 10*l.* together with all Intereſt now due and owing by Virtue of the before mentioned Note: **Now the Condition**, &c. That if the above bounden *W. H.* his Heirs, Executors or Adminiſtrators, ſhall and do at all Times from henceforth ſave, keep harmleſs and indemnified the above named *W. M.* his, *&c.* and his and their Goods, *&c.* of, from and againſt all Actions, *&c.* for or by Reaſon, or on Account or Means of his the ſaid *W. M.*'s paying the ſaid Sum of 10*l.* and Intereſt to the ſaid *W. H.* as aforeſaid; then, *&c.*

To indemnify a Perſon that paid a Bill of Exchange for the Honour of him to whom it was made payable, who afterwards became a Bankrupt, &c.

Whereas a Merchant drew a Bill of Exchange in *London*, dated, *&c.* on *B.* at *Liſbon*, for the Sum of —— payable to *C.* of, *&c.* or his Order, which was by the ſaid *C.* indorſed and made payable to the above named *D.* and was by him indorſed to *E.* which Bill was paid by Meſſieur *F.* at *Liſbon*, for the Honour of the ſaid *D.* and was redrawn by them on the ſaid *D.* **And whereas** the ſaid *A.* hath ſince paid the ſaid firſt Bill of Exchange, for Payment whereof the above bound *G.* gave Security to the ſaid *D.* which ſaid Security the ſaid *D.* at the Requeſt of the ſaid *G.* hath at or before Sealing and Delivery hereof delivered up to the ſaid *G.* **And whereas** a Statute, grounded on the ſeveral Acts made againſt Bankrupts, hath been awarded againſt the ſaid *C.* **Now the Condition**, &c. That if the above bound *G.* his Heirs, Executors and Adminiſtrators, do and ſhall from Time to Time, and at all Times hereafter, ſave and keep harmleſs and indemnified the ſaid *D.* his Heirs, *&c.* of and from all Actions, *&c.* for, touching or concerning the ſaid firſt Bill of Exchange, and Money therein mentioned and paid thereon as aforeſaid, by Reaſon or Means of the ſaid Statute ſo awarded againſt the ſaid *C.* as aforeſaid, or otherwiſe howſoever, in any Manner of wiſe; then, *&c.*

To indemnify two Bankers, who agreed to pay and receive the Caſh of two Merchants upon Bills of Exchange, &c. *and to account every three Months, or pay the Balance,* &c.

Whereas the above bound *A.* and *B.* do intend to correſpond with the above named *C.* and *D.* who are to receive and pay the Caſh or Monies of and belonging to the ſaid *A.* and *B.* upon Bills of Exchange, Notes and otherwiſe, for their Account: **Now the Condition**, &c. That if the ſaid *A.* and *B.* their, *&c.* ſhall, at the End of every three Months from the Date hereof, make up and adjuſt Accounts with the ſaid *C.* and *D.* and from Time to Time upon adjuſting and ſettling ſuch Accounts between them the ſaid *C.* and *D.* or for want of ſuch ſettling of Accounts between them, ſhall and do within —— next after Demand made of or Notice give to them, or any of them, well and truly ſatisfy and pay or cauſe to be paid unto the ſaid *C.* and *D.* their, *&c.* all ſuch Sum and Sums of Money as ſhall appear upon any ſuch Account to be due and payable by them the ſaid *A.* and *B.* unto the ſaid *C.* and *D.* or which have been, or ſhall be by them, or either of them, paid and diſburſed, or for which they, or any of them, ſhall or may be charged or chargeable, for or upon Account, or by the Order of the ſaid *A.* and *B.* or either of them, upon any Bill or Bills of Exchange drawn by or upon them, or either of them, or any Note or Notes under their or either of their Hands, or otherwiſe: **And alſo** that if the ſaid *A.* and *B.* their, *&c.* do and ſhall from Time, *&c.* and keep harmleſs the ſaid *C.* and *D.* their, *&c.* Lands, *&c.* of and from all Actions, *&c.* for, upon Account or by Reaſon of any of the Affairs of the ſaid *A.* and *B.* or either of them, or any Matter or Thing relating thereunto; then, *&c.*

To indemnify the Truſtees of a Bankrupt on their paying a Creditor his Share of the Dividend.

Whereas *A.* late of, *&c.* gave a Note under his Hand, dated, *&c.* unto *B.* of, *&c.* for the Sum of 200*l.* payable about three or four Months after the Date hereof: **And whereas** the ſaid *B.* gave the ſaid Note for Payment of the ſaid 200*l.* to the above mentioned *C.* and the ſaid *A.* afterwards paid to the ſaid *C.* the Sum of 40*l.* which was indorſed on the ſaid Note: **And whereas** the ſaid *A.* afterwards became inſolvent, and unable to pay his full Debts to his Creditors: **And whereas** the ſaid Note is loſt or miſlaid, notwithſtanding which the above named *D. E.* and *F.* Truſtees for themſelves, and the Reſt of the Creditors of the ſaid *A.* have, at or before Sealing hereof, with the Conſent of the ſaid *B.* teſtified by his executing the Deeds of Releaſe to the ſaid Truſtees, dated the, *&c.* paid unto the above bound *G.* Adminiſtratrix as aforeſaid, the Sum of 60*l.* being a Dividend after the Rate of 10*s.* 6*d.* in the Pound for the Remaining Sum of 160*l.* due upon the ſaid Note, the Receipt, *&c.* and thereof doth acquit, *&c.* **Now therefore the Condition,** &c. That if the ſaid *G.* her, *&c.* do, *&c.* and indemnified the ſaid *D. E.* and *F.* Truſtees as aforeſaid, and the Reſt of the Creditors of the ſaid *A.* and every of them, their and every of their Heirs, *&c.* and their and every of their Lands, *&c.* of and from all Actions, *&c.* for or by reaſon of the ſaid Note, or the Payment of the ſaid 60*l.* for the ſaid Sum of 160*l.* remaining due thereon as aforeſaid, in any Manner of wiſe; then, *&c.*

On ſettling Accounts of Monies received and paid by the Obligee to the Obligor's Creditors, &c.

Whereas the above bound *T. H.* Eſq; being indebted to the aboveſaid *J. P.* and divers other Perſons, in ſeveral Sums of Money depoſited in the Hands of the ſaid *J. P.* the Sum of 1250*l.* to pay and diſcharge ſo many of the ſaid *T. H.*'s Debts (or Sums which each Creditor ſhould agree to accept as a Compoſition for his or her reſpective Debt or Debts) as ſhould amount to the Money ſo depoſited, to ſuch of the ſaid Creditors as he the ſaid *J. P.* ſhould think fit: **And whereas** the ſaid *J. P.* has paid and diſcharged the Sum of —— according to Compoſition, or otherwiſe, to the ſaid Creditors, (including the Sum of —— due to himſelf) and on the Day of the Date of the above Obligation the ſaid *J. P.* has delivered to the ſaid *T. H.* Acquittances and other Diſcharges given by ſuch Creditors for the reſpective Debts due to them, amounting in the Whole to the ſaid Sum of —— and re-delivered to the ſaid *T. H.* ——*l.* the Remainder of the ſaid ——*l.* ſo depoſited: **And** the ſaid *T. H.* acknowledges himſelf ſatisfied with the Conduct of the ſaid *J. P.* in the Payment and Diſcharge of the ſaid Debts, and with whatever elſe he has done in the Premiſſes; and that the ſaid *J. P.* has rendered him a juſt and true Account, and that all Accounts between the ſaid *T. H.* and *J. P.* from the Beginning of the World to the Date of the above Obligation, are ſettled and balanced, and that nothing is due from the ſaid *J. P.* to the ſaid *T. H.* **Now therefore the Condition** of the above Obligation is ſuch, That if the ſaid *T. H.* his Heirs, Executors and Adminiſtrators, ſhall and will from Time to Time, and at all Times hereafter, ſave harmleſs and indemnified the ſaid *J. P.* his Heirs, Executors and Adminiſtrators, and his, their and every of their Lands, Tenements, Goods and Chattels, of and from all Actions, Suits, Coſts, Charges, Payments, Damages and Demands whatſoever, which he the ſaid *J. P.* his Heirs, Executors or Adminiſtrators, ſhall be put to, ſuſtain or pay, by reaſon of the Money being ſo depoſited in the Hands of the ſaid *J. P.* and of his paying and ſatisfying the ſaid Creditors, and of the rendring and balancing ſuch Account, and of all other Matters, Things and Circumſtances relating to the Premiſſes; then, *&c.*

From an Executor to indemnify a Creditor of the Teſtator on his paying the Balance of Accounts.

Whereas *A.* late —— on Board his Majeſty's hired Ship the *L.* Hoſpital, whereof the above bound *B.* was Commander, did give unto the ſaid *B.* a Note under his Hand, dated at *P. M.* the, *&c.* for 6*l.* 15*s.* payable to the ſaid *B.* (being Monies which he was then indebted to him): **And whereas** the ſaid *B.* did afterwards, *viz.* On or about the —— Day of——17——receive of Mr. *C.* on Account of the ſaid *A.* the Sum of 16*l.* 8*s.* Sterling: **And whereas** the ſaid *A.* afterwards died on Board the ſaid Ship, having firſt made his Will, and the above bound *D.* then Maſter's Mate of the ſaid Ship, his Executor, who hath

hath duly proved the ſame, and taken upon him the execution thereof: **And whereas** there remains in the Hands of the ſaid *B.* of the ſaid 16*l.* 8*s.* by him received of the ſaid *C.* for the Uſe of the ſaid *A.* as aforeſaid, after paying and allowing thereout to the ſaid *B.* the ſaid 6*l.* 15*s.* owing to him as aforeſaid, the Sum of 9*l.* 13*s.* and no more: **And whereas** the ſaid *B.* hath on the Day of the Date above written paid unto the ſaid *D.* the ſaid Sum of 9*l.* 13*s.* of lawful, *&c.* the Receipt whereof the ſaid *D.* doth hereby acknowledge; and that the ſame is in full of all Monies remaining in the Hands of the ſaid *B.* belonging to the Eſtate of the ſaid *A.* deceaſed; and thereof and of every Part thereof doth clearly acquit and diſcharge the ſaid *B.* his Executors, Adminiſtrators and Aſſigns for ever by theſe Preſents: **Now therefore the Condition**, &c. That if the ſaid *D.* his Heirs, *&c.* do and ſhall from Time, *&c.* and indemnified the ſaid *B.* his Heirs, *&c.* and his and their Lands, *&c.* of and from all Actions, *&c.* for or concerning the ſaid 16*l.* 8*s.* received of the ſaid *C.* or the Payment of the ſaid 9*l.* 13*s.* to the ſaid *D.* as aforeſaid, or either of them, or any Part of either of them, or any wiſe concerning the Eſtate of the ſaid *A.* deceaſed, in any Manner of wiſe; then, *&c.*

From a Legatee to an Adminiſtratrix (on paying a Legacy) to refund in Proportion if Debts appear.

Whereas the above bound *A.* hath on, *&c.* had and received of the above named *B.* Adminiſtratrix as above mentioned, the Sum of, *&c.* in full for, *&c.* which in and by the laſt Will of the ſaid *C.* is bequeathed to and amongſt the ſaid *D.* now Wife of the ſaid *A.* and other his Children therein mentioned; and there is, or will be, a further Sum payable or belonging to the ſaid *D.* now Wife of the ſaid *A.* for her Part of other the Eſtate of the ſaid *C.* according to his ſaid Will: **Now the Condition**, &c. That if any Debt or Debts owing by the ſaid *C.* ſhall at any Time or Times hereafter be demanded, ſued for or recovered of or from the ſaid *B.* her Executors or Adminiſtrators, [*or otherwiſe appear to be juſtly due and owing by the ſaid C. wherewith ſhe or they ſhall be charged or chargeable*]; or if any Coſts or Damages ſhall be recovered of, or be ſuſtained by the ſaid *B.* her Executors, *&c.* for or concerning any ſuch Debt or Debts owing by the ſaid *C.* or any Action, Suit or Proceſs for or concerning the ſame, then and in ſuch Caſe, and ſo often, if the ſaid *A.* his Heirs, *&c.* ſhall and do refund and pay back to the ſaid *B.* her Executors, *&c.* his or their ratable Part and Share of all or any ſuch Debt or Debts which ſhall be ſo demanded, ſued for and recovered of and from the ſaid *B.* her Executors, *&c.* or otherwiſe appear to be juſtly due and owing by the ſaid *C.* wherewith ſhe or they ſhall be charged or chargeable, towards the paying and ſatisfying any ſuch Debt or Debts, and alſo his and their like Part of all Coſts and Damages which ſhall be recovered of or ſuſtained by the ſaid *B.* her Executors, *&c.* for or concerning any ſuch Debt or Debts, or any Action, Suit or Proceſs about the ſame; then, *&c.*

From Legatees to an Executor to refund ſo much of their reſpective Legacies paid them, as ſhall ſatisfy all ſuch Debts of the Teſtator as ſhall appear. Given to indemnify the Executor on his paying the Legacies, and taking a Releaſe for the ſame. Vide Tit. **Releaſe.**

Whereas, &c. (*Recitals, the ſame as in the above mentioned Releaſe to*, Know ye) **Now the Condition**, &c. That if there ſhall happen to be any Debt or Debts of the ſaid *T. S.* the Teſtator deceaſed, that ſhall appear to be due to any Perſon or Perſons, or any other Claim or Demand on his ſaid Eſtate not known or diſcovered, that then and in ſuch Caſe, if they the ſaid *T. S. &c.* their and every or any of their Heirs, *&c.* or ſome of them, do and ſhall, upon Requeſt, well and truly pay, or cauſe to be paid and returned unto him the ſaid *J. B.* his Executors, *&c.* ſo much of their ſaid ſeveral and reſpective Parts and Shares of the ſaid Eſtate of the ſaid *T. S.* their late Father, ſo by him the ſaid *J. B.* paid to them reſpectively, as aforeſaid, as ſhall pay and ſatisfy ſuch Debt or Debts, or any other Coſts, Charges, Damages, Expences, Claims and Demands, as ſhall at any Time or Times hereafter happen to appear to be due and owing from the ſaid *T. S.* deceaſed, or his Eſtate, or for or by Reaſon or Means thereof, and alſo do and ſhall from Time, *&c.* well, *&c.* and indemnified the ſaid *J. B.* his Heirs, *&c.* and his and their Lands, *&c.* of and from all Suits, *&c.* which ſhall or may happen or ariſe for or by Reaſon or Means of his the ſaid *J. B.*'s paying them the ſaid *T. S. J. S. B. S. R. S.* and *S. S.* their or any of their reſpective Parts and Shares of their ſaid late Father's Eſtate, as aforeſaid, or otherwiſe howſoever, for or on Account of the ſame in any Manner of wiſe whatſoever; then, *&c.*

From a Son and Legatee, to indemnify an Executor in Truſt from Perſons claiming Legacies, given on the ſaid Executor's being diſcharged from the Executorſhip, the Son being of Age, and they having accounted together.

(C. *Son of* B. *to* A.)

Whereas, the above named *B.* did make and declare his laſt Will and Teſtament in Writing, and thereof appointed the ſaid *A.* Executor, in Truſt for his two Sons the ſaid *C.* and *D.* then a Minor, who is ſince deceaſed, and in and by the ſaid Will of the ſaid *B.* there is given and bequeathed a Legacy or Sum of 100 *l.* to his Daughter *F.* now the Wife of *G.* **And whereas** the ſaid *A.* and *C.* (who hath now attained his Age of 21 Years) have accounted together concerning the Eſtate of the ſaid *B.* deceaſed; and the ſaid *A.* hath renounced the ſaid Executorſhip to the ſaid *C.* and he the ſaid *C.* hath fully releaſed and diſcharged the ſaid *A.* for and concerning the ſaid Executorſhip, as by a certain Writing or Indenture of the Date of theſe Preſents may at large appear: **And whereas** ſome Doubts have ariſen about and concerning the ſaid Legacy ſo given to the ſaid *F.* now the Wife of the ſaid *G.* who yet claims and demands the ſame: **Now the Condition**, &c. That if the ſaid *C.* his Executors, *&c.* do at all Times hereafter well and ſufficiently ſave and keep harmleſs and indemnified, and ſecure and diſcharge the ſaid *A.* his Executors, Adminiſtrators, Goods and Eſtate, from and againſt the ſaid *G.* and *F.* his Wife, and all other Perſon and Perſons whatſoever claiming the ſaid Legacy, or any Part thereof, and from all Actions, Suits, Arreſts, Coſts, Charges, Troubles and Damages whatſoever, that ſhall or may be commenced, ſued or proſecuted, or awarded againſt him, them, or any of them, for or by reaſon of the ſaid Legacy, Bequeſt or Gift of the ſaid 100 *l.* in the ſaid Will contained in any Manner of wiſe; then, *&c.*

From a Father to indemnify an Adminiſtrator of the Teſtator's Son, on paying him Legacies given to his three Children, purſuant to the Directions of the Will.

Whereas *A.* of, *&c.* lately deceaſed, by his laſt Will, *&c.* dated, *&c.* did (amongſt other Things) give and bequeath to the three Children of his Son-in-Law, the above bound *B. viz.* To his Grandſon *C.* 100 *l.* of lawful, *&c.* to his Grandſon *D.* 50 *l.* of lawful, *&c.* to *E.* his Grandaughter 50 *l* of lawful, *&c.* and did order and appoint his ſaid Son-in-Law *B.* to receive and keep the aforementioned 200 *l.* therein bequeathed to his ſaid three Children to their three Uſes, and the ſame to pay to the ſaid *C. D.* and *E.* with the Intereſt of the ſame, at ſuch Time as they ſhould attain the Ages of 18 Years; and if either of them ſhould deceaſe before their Age of 18 Years, ſuch of the three Legacies as ſhould be unpaid, and of the Party deceaſed to whom the ſame was bequeathed, ſhould from thenceforth be paid to ſuch of them as ſhould ſurvive, and at ſuch Age as their own Legacy ſhould be grown due; and did will and ordain that his ſaid Son-in-Law *B.* ſhould give to the Teſtator's Son the ſaid *F. A.* one Bond or Obligation of 400 *l.* with Condition to the ſame indorſed, That he the ſaid *B.* his Heirs, Executors and Adminiſtrators, would acquit, diſcharge, and for ever ſave and keep harmleſs the ſaid *F. A.* of and from the ſaid *C. D.* and *E.* Grandchildren, and of and from any Claim or Demand by them, or any of them, to be made for the aforeſaid three Legacies bequeathed to them, from and after ſuch Time as the ſaid *B.* the Son-in-Law ſhould have received the ſaid 200 *l.* to the Uſe and Uſes aforeſaid; and did make and ordain the ſaid *F. A.* and *B.* ſole Executors of the ſaid Will, as by the ſaid recited Will, Relation, *&c.* **And whereas** the ſaid *F. A.* is ſince dead, and the above named *G.* hath taken out Letters of Adminiſtration upon his Eſtate. **And whereas** the ſaid *B.* hath on the Date hereof, and not ſooner, received the ſaid Legacies of 200 *l.* given to his ſaid Children: **Now the Condition**, &c. That if the ſaid *B.* his Heirs, *&c.* do and ſhall at all Times hereafter well, *&c.* indemnified the ſaid *H.* and *G.* his Wife, their Executors and Adminiſtrators, and his, her and their Lands, *&c.* or proſecuted againſt him, her or them, by the ſaid *C. D.* and *E.* the Children of the ſaid *B.* and Grandchildren of the ſaid *A.* of which the ſaid *H.* and *G.* his Wife, or either of them, their or either of their Executors or Adminiſtrators, may ſuſtain or be put unto for or by reaſon of the aforeſaid three Legacies ſo left to the ſaid *C. D.* and *E.* as aforeſaid, or any Part thereof; then, *&c.*

From a Father to indemnify an Executrix, on paying to him his Son's Legacy, he being a Minor; and to procure the Son's Diſcharge as ſoon as he is of Age.

WHereas the ſaid *D.* by his Will, *&c.* did, amongſt other Things therein given, give to his Godſon *R. A.* Son of the above bound *A.* the Sum of —— *l.* And whereas the ſaid *B.* and *C.* (*Executors*) his Wife have at the Requeſt of the above bound *A.* (the *Father*) on the Day of the Date hereof, paid unto the ſaid *A.* the ſaid Legacy of —— for the Uſe and Benefit of the ſaid *R. A.* his Son, who is in his Minority, and under the Age of 21 Years: Now the Condition, &c. That if the ſaid *A.* ſhall pay the ſaid Legacy of —— to the ſaid *R.* his Son, when he ſhall attain the Age of 21 Years; and if the ſaid *R. A.* ſhall within —— next after Attainment of his Age of 21 Years, or if the Executors or Adminiſtrators of the ſaid *R. A.* upon his Deceaſe, before Attainment of the ſaid Age, ſhall execute and deliver unto, or to the Uſe of the ſaid *B.* and *C.* his Wife, as Executrix aforeſaid, their Executors and Adminiſtrators, a ſufficient Releaſe and Diſcharge of and from the ſaid —— *l.* Legacy, ſo paid as aforeſaid, and all Actions, Suits and Demands in Law and Equity concerning the ſame; and alſo if the ſaid *A.* his Heirs, Executors and Adminiſtrators, do and ſhall at all Times hereafter well, *&c.* indemnified the ſaid *B.* and *C.* his Wife, their Heirs, *&c.* and their Lands, *&c.* of and from all Actions, *&c.* for, about or concerning the ſaid Legacy in any wiſe; then, *&c.*

From a Legatee to indemnify Executors, as well thoſe in India *as in* England, *(the Will being made in* India, *and Executors ſpecially appointed for both Places) on paying Part of the Legacy.*

WHereas *A.* late of *C.* in *Eaſt-India*, Merchant, deceaſed, made his laſt Will and Teſtament in Writing, bearing Date in *C.* the, *&c.* and thereby, amongſt other Legacies and Bequeſts therein contained, did give unto his Father the above bound *B. A.* on Half of his whole Eſtate, and appointed *C. D.* and *E.* his Executors in *India*, and the above named *F.* and *G.* his Executors in *London*, which Will was on the —— Day, *&c.* produced at Council-Table held for the United Company's Affairs in *Bengall*, and proved by the Oaths of the Witneſſes to the Publiſhing thereof, as thereby, Relation, *&c.* And whereas the ſaid *C. D.* and *E.* Executors in *India*, as aforeſaid, ſome or one of them, have remitted unto the ſaid *F.* and *G.* the Sum or Value of —— Sterling; which ſaid Sum of —— the ſaid *F.* and *G.* have, at or before Sealing and Delivery of theſe Preſents, paid unto the ſaid *B. A.* in Part of the ſaid Eſtate given and payable unto the ſaid *A. B.* by the ſaid laſt Will of the ſaid *A.* deceaſed, as aforeſaid, the Receipt of which ſaid —— *l.* the ſaid *B. A.* doth hereby acknowledge, and thereof, *&c.* diſcharge as well the ſaid *C. D.* and *E.* as the ſaid *F.* and *G.* their and either of their Heirs, Executors and Adminiſtrators for ever by theſe Preſents: Now the Condition, &c. That if the ſaid *B. A.* and the above bound *H.* their Heirs, *&c.* or either or any of them, do and ſhall at all Times hereafter well, *&c.* indemnified the ſaid *F.* and *G.* and either of them, their and either of their Heirs, Executors and Adminiſtrators, and every of them, their, either and every of their Lands, *&c.* of and from all Actions, *&c.* for or in any wiſe concerning the ſaid —— *l.* or the Payment thereof, to the ſaid *B. A.* as aforeſaid, in any Manner of wiſe; then, *&c.*

From a Reſiduary Legatee and Executor, (who was a Minor) on his attaining his Age, to indemnify the acting Executor from an Annuity payable during a Perſon's Life. Made on ſettling Accounts.

WHereas *B.* late of, *&c.* deceaſed, did make and declare her laſt Will and Teſtament in Writing, dated, *&c.* and thereby, amongſt other Legacies, gave and bequeathed to her Siſter *E.* the Sum of —— *per Ann.* during her Life, and gave the Reſidue of her Eſtate, after Payment of Debts and Legacies, to the above bound *A.* and made the ſaid *A.* and the above named *D.* and *C.* his Wife, (Mother of the ſaid *A.*) Executors of her ſaid Will; which ſaid *A.* being then a Minor, the ſaid *C.* took upon her the ſaid Executorſhip, and hath acted therein; and the ſaid *A.* having now attained her Age of 21 Years, the ſaid *A.* and *D.* and *C.* his Wife have accounted together, and they have paid and delivered the Reſiduary Eſtate of the ſaid *B.* to the ſaid *A.* according to the ſaid Will; and the ſaid *A.* hath fully releaſed the ſaid *D.* and *C.* his Wife, for and concerning the ſaid Executorſhip, as by a certain Writing of the Date hereof may appear: And whereas the ſaid *E.* the aforeſaid

Legatee, is yet living, and thereby the ſaid Annuity of —— *l. per Ann.* is ſtill payable according to the ſaid Will: **Now the Condition**, &c. That if the ſaid *A.* her Executors, *&c.* do and ſhall truly pay or cauſe to be paid unto the ſaid *E.* or her Aſſigns, the ſaid Sum of —— *l. per Ann.* for and during her natural Life, quarterly, by equal Payments, according to the true Intent and Meaning of the ſaid laſt Will of the ſaid *B.* deceaſed; and ſhall and do at all Times hereafter diſcharge, and ſave and keep harmleſs and indemnified the ſaid *D.* and *C.* his Wife, and either of them, their Executors, Adminiſtrators, Goods and Eſtate, of and from the ſaid annual Payment of —— *l.* and from all Actions, Suits, Arreſts, Coſts, Charges, Troubles and Damages whatſoever, that ſhall or may be commenced, ſued, proſecuted or awarded againſt them, or any of them, for or by reaſon of the ſaid annual Payment in any Manner of wiſe; then, *&c.*

From a Husband to an Executor, to indemnify him from a Proportion of an Annuity granted by Deed, purſuant to a Power given by a former Will, on his paying the Husband 800 l. *(Part of a Sum chargeable with the ſaid Annuity) directed to be paid to the Wife at her Age or Marriage.*

Whereas *D.* Widow and Relict of *E.* late, *&c.* by Writing or Deed Poll under her Hand and Seal, bearing Date, *&c.* by Virtue of a Power to her given by the Will of her ſaid late Huſband, did thereby give the Sum of 3000 *l.* to *F.* and the above named *G.* in Truſt to pay 1000 *l.* Part thereof, to *K. C.* one of the Daughters of *C.* 800 *l.* Part thereof, to *L. C.* one other of the Daughters of the ſaid *C.* and 800 *l.* Part thereof, to *B. C.* one other, *&c.* at their reſpective Ages of 21 Years or Days of Marriage, which ſhould firſt happen, they paying to *M.* Siſter of the ſaid *D.* 20 *l.* a Year, ſo long as ſhe the ſaid *M.* ſhould live, and gave the Reſidue of the ſaid 3000 *l.* as therein is mentioned, as thereby may appear: **And whereas** the ſaid *D.* made her laſt Will, *&c.* **And whereas** a Marriage is had between the above bound *A.* and the ſaid *B. C.* and thereupon the ſaid *G.* the ſurviving Executor of the laſt Will of the ſaid *D.* hath on or before the Day of the Date hereof paid unto the ſaid *A.* and *B.* his Wife the ſaid Sum of 800 *l.* of lawful, *&c.* and they have given the ſaid *G.* a Diſcharge for the ſame: **Now the Condition**, &c. That if the ſaid *A.* his Heirs, *&c.* or any of them, do and ſhall yearly and every Year, from the, *&c.* for and during the natural Life of the ſaid *M.* well and truly pay, *&c.* unto the ſaid *M.* and her Aſſigns, the yearly Sum of 6 *l.* 5 *s.* of, *&c.* by equal quarterly Payments, on the four uſual Feaſts or Quarter-Days in the Year, *viz. &c.* and ſhall and do alſo at all Times hereafter well and ſufficiently ſave and keep harmleſs and indemnified as well the ſaid *G.* as alſo the ſaid *H.* as Executors aforeſaid, their Heirs, *&c.* and either and every of them, and their, either and every of their Lands, *&c.* and every of them, of and from all Actions, *&c.* for or in any wiſe concerning as well the ſaid 6 *l.* 5 *s.* as the Remaining 13 *l.* 15 *s.* of the ſaid Annuity of 20 *l. per Ann.* or any Part thereof; then, *&c.*

Erom the Adminiſtratrix of a Truſtee (in a Conveyance for C. F. *who has no Declaration of Truſt made to her in the Truſtee's Life-time) for the ſaid* C. F.*'s quiet Enjoyment of purchaſed Premiſſes.*

Whereas by Indentures of Leaſe and Releaſe, bearing Date reſpectively, *&c.* made between *J. F.* and *M.* his Wife, of the one Part, and the ſaid *S. N.* of the other Part, and by Fine thereupon levied, *All* that new erected Meſſuage or Tenement, Piece of Land and Premiſſes, as the ſame are particularly deſcribed in the ſaid Leaſe and Releaſe, *Were* granted, conveyed and aſſured to the ſaid *S. N.* and his Heirs and Aſſigns: **And whereas** the ſaid Premiſſes were purchaſed with the proper Monies of the ſaid *C. F.* (*Which* were raiſed and diſburſed by the ſaid *M. F.* as and for Part of the Portion or Share of the Eſtate and Effects of the ſaid *R. F.* given and deviſed to the ſaid *C.* by his Will) and the Name of the ſaid *S. N.* in the ſaid Conveyance was only made Uſe of in Truſt for the ſaid *C. F.* her Heirs and Aſſigns for ever: **And whereas** the ſaid *S. N.* is dead without having executed any Deed to declare the Truſt aforeſaid, and the Eſtate in Law of and in the ſaid Premiſſes is now become veſted in *C. N.* (the Eldeſt Son and Heir at Law of the ſaid *S. N.*) who is now abroad, ſo that he cannot be come at to execute any Deed declaring the Truſt aforeſaid: **Now the Condition**, &c. That if the above bounden *C. N.* her Heirs, Executors or Adminiſtrators, do and ſhall well and effectually ſave harmleſs and keep indemnified the ſaid *M. F.* and *C. F.* their Heirs and Aſſigns; and the ſaid Eſtate ſo purchaſed in the Name of the ſaid *S. N.* as aforeſaid, of and from the Claim and actual Entry of him the ſaid *C. N.* and his Heirs, and all other

other Perſons legally claiming or to claim by, from or under him; then this Obligation to be void, or elſe to remain in full Force. **Provided nevertheleſs**, that if the ſaid *C. N.* or his proper Repreſentatives, ſhall at any Time hereafter releaſe or convey his or their Eſtate in the ſaid Premiſſes to the ſaid *M. F.* and *C. F.* their Heirs or Aſſigns; then this Bond or Obligation ſhall be alſo void, and be delivered up to be cancelled.

To indemnify and repay a Sum of Money paid by an Adminiſtrator to a Creditor in Caſe of Bankruptcy.

(*From* A. *and* B. *to* C.)

Whereas *D.* late of, *&c.* by his Note by him duly ſigned, dated, *&c.* did thereby promiſe to pay to the above bound *B.* or Order, the ſeveral Sums of —— and —— (making together the Sum of 105 *l.*) for Rent, Shop and Houſhold Goods, at the Time and in Manner as therein mentioned, as by the ſaid Note may appear: **And whereas** the ſaid *D.* ſoon after his giving the ſaid Note died Inteſtate, not having paid to the ſaid *B.* or his Order, any Part of the Monies ſecured to him and them by his ſaid Note, although the ſame was before his Death due and payable; and Letters of Adminiſtration of all and ſingular the Goods and Chattels of the ſaid *D.* having been duly granted to the above named *C.* out of the proper Eccleſiaſtical Court, he the ſaid *C.* as his Adminiſtrator, became and now is liable to pay and diſcharge the ſaid Note as far as the Aſſets of the ſaid *D.* by him received will extend to pay and ſatisfy: **And whereas** the ſaid *B.* for one full and valuable Conſideration to him actually paid by the above bound *A.* did aſſign unto her the ſaid *A.* and her Aſſigns the ſaid Note, and all Monies thereby ſecured to him; and he the ſaid *C.* not paying the ſame, ſhe the ſaid *A.* on or about —— Term brought her Action in his Majeſty's Court of *C. B.* at *Weſtminſter* againſt the ſaid *C.* for all the Monies due upon the ſaid Note: **And whereas** it being ſince fully made appear, that there are not Aſſets of the ſaid *D.* near ſufficient to anſwer and pay to her the ſaid *A.* the ſaid Sum of —— ſo due upon the ſaid Note, ſhe the ſaid *A.* in Conſideration of the Sum of 15 *l.* to be to her now paid by the ſaid *C.* hath agreed to accept of the ſame in full Satisfaction and Diſcharge of all Monies due to her upon the ſaid Note, and of all her Charges and Expences touching the ſame, and that all Proceedings at Law concerning the ſame ſhall from henceforth ceaſe and be finally determined, and that the ſaid Note ſhall be by her delivered up to the ſaid *C.* In Conſideration whereof he the ſaid *C.* immediately before the Executing hereof, hath well and truly paid to her the ſaid *A.* the ſaid Sum of —— in full Diſcharge of all ſuch Monies ſo agreed to be paid to her in full Diſcharge as aforeſaid, as by her Receipt for the ſame, indorſed on the Back of the ſaid Note, may appear: **And whereas** the ſaid *B.* ſoon after his Aſſigning of the ſaid Note to the ſaid *A.* became inſolvent, and is now liable to a Statute of Bankruptcy; and it being feared a Commiſſion of Bankruptcy may be taken out againſt him, and in Caſe the ſame ſhall be ſo done, and the ſaid *B.* ſhall be found a Bankrupt, he the ſaid *C.* is apprehenſive that he may be liable and obliged to pay the ſaid Sum of —— over again to the Aſſignees of the ſaid Commiſſion; for which Reaſon, and previous to his the ſaid *C.*'s now Payment of the ſaid Sum of —— to her the ſaid *A.* and in Conſideration thereof ſhe the ſaid *A.* and alſo the ſaid *B.* propoſed and agreed with the ſaid *C.* to repay the ſame, and to indemnify him in Caſe of ſuch Bankruptcy found and Repayment thereof as aforeſaid, in ſuch Manner as herein after is in that Behalf mentioned and expreſſed: **Now the Condition**, &c. That if a Commiſſion of Bankruptcy ſhall at any Time within —— now next enſuing be taken out againſt the ſaid *B.* upon Account of any Debts now due from him to any Perſon or Perſons whatſoever, and he the ſaid *B.* ſhall be found and proved a Bankrupt thereon, and that the ſaid Debt or Sum of —— now paid by the ſaid *C.* to the ſaid *A.* (being Part of the Debts due from the Eſtate late of the ſaid *D.* to the ſaid *B.* as aforeſaid) ſhall be aſſigned to the Aſſignee or Aſſigns of the ſaid Commiſſion; and that in ſuch Caſe he the ſaid *C.* (as Adminiſtrator of the ſaid *D.*) his Executors or Adminiſtrators, ſhall be compelled or obliged to, and ſhall actually repay to ſuch Aſſignee or Aſſigns the ſaid Sum of —— or any Part thereof; *Then* and in ſuch Caſe, if they the ſaid *A.* and *B.* or one of them, their or one of their Heirs, Executors or Adminiſtrators ſhall and do well and truly refund and repay unto the ſaid *C.* his Executors, Adminiſtrators or Aſſigns, the ſaid Sum of —— or ſo much thereof as ſhall be by him or them ſo repaid to the Aſſignee or Aſſigns of ſuch Commiſſion, ſo taken out as aforeſaid, within —— Days next after his or their Payment thereof: *And alſo* if they the ſaid *A.* and *B.* or one of them, their or one of their Heirs, Executors or Adminiſtrators, ſhall and do from Time to Time, and at all Times from henceforth hereafter, well and ſufficiently ſave, keep harmleſs and indemnified the ſaid *C.* his Heirs, Executors and Adminiſtrators, and his, their and every of their Real and Perſonal Eſtate, of, from

and againſt all and all Manner of Actions, Suits, Executions, Coſts, Charges, Damages and Expences whatſoever, which ſhall or may any Ways ariſe, fall or happen to him, them or any of them, for or by reaſon or on Account of his the ſaid *C.*'s Payment of the ſaid Sum of —— to her the ſaid *A.* as Adminiſtrator of the ſaid *D.* as aforeſaid; then, *&c.*

To indemnify a Perſon upon paying Money purſuant to an Award.

AND whereas, &c. *(Recite the Award)* **And whereas** the ſaid *D.* in Compliance with and Performance of the ſaid Award, hath on the Date hereof paid unto the ſaid *E.* the ſaid Sum of —— of lawful, *&c.* the Receipt whereof the ſaid *E.* doth hereby acknowledge, and thereof and of every Part thereof doth clearly acquit, *&c.* for ever by theſe Preſents: **Now therefore** the Condition, *&c.* That if the ſaid *E.* his Heirs, Executors and Adminiſtrators, do and ſhall from Time to Time, and at all Times hereafter, ſave and keep harmleſs and indemnified the ſaid *D.* his, *&c.* of and from all Actions, *&c.* which ſhall or may be commenced, *&c.* for or by reaſon of the ſaid —— *l.* or the Payment thereof, to the ſaid *E.* as aforeſaid; then, *&c.*

XXIV. Indemnity concerning Maritime Affairs.

From a Maſter of a Ship to indemnify a Merchant on Account of paying Money to him for his and the Ship's Company's full Share of the Sum of —— he received on Account of the Part-Owners; and in Caſe he is ſued for the Money ſo paid him, to refund in Proportion of what is recovered of him, and to indemnify, &c.

WHereas the above named *A.* (*the Merchant*) lately received the Sum of 800*l.* of Mr. *B.* for Account of the Owners and Ship's Company of the Privateer called the *S.* the above bound *C.* Commander, and hath on the Day of the Date hereof, and before Sealing and Delivery of theſe Preſents, paid unto the ſaid *C.* for the Uſe of himſelf and the ſaid Ship's Company the Sum of 180*l.* the Receipt whereof the ſaid *C.* doth hereby acknowledge to be in full Satisfaction for his the ſaid *C.*'s and Ship's Company's Part and Share of the ſaid 800*l.* **Now the Condition**, &c. That if at any Time hereafter the ſaid *A.* his Executors or Adminiſtrators, ſhall be ſued for or concerning the ſaid 800*l.* or any Part thereof, and that the ſaid Sum, or any Part thereof, ſhall be recovered from him or them, or that he or they ſhall be by any Ways compelled to pay all or any Part of the ſaid Sum of 800*l.* received as aforeſaid, to any other Perſon or Perſons, except the ſaid Owners and Ship's Company, as aforeſaid; then and in ſuch Caſe, if upon Notice and Demand thereof made and given by the ſaid *A.* his Executors or Adminiſtrators, unto the ſaid *C.* his Executors or Adminiſtrators, he the ſaid *C.* his, *&c.* do and ſhall truly refund and pay back, or cauſe to be paid unto the ſaid *A.* his, *&c.* the ſaid Sum of 180*l.* or ſo much and ſuch Part thereof in Proportion as the ſaid *A.* ſhall be ſued for and compelled to pay, or which ſhall be recovered from him or them, of the ſaid 800*l.* **And alſo** if the ſaid *C.* his Executors and Adminiſtrators, do and ſhall at all Times hereafter, in Proportion to the ſaid 180*l.* well and ſufficiently ſave, and keep harmleſs and indemnify the ſaid *A.* his, *&c.* and his and their Goods and Chattels, of and from all Actions, *&c.* which ſhall or may be commenced or proſecuted againſt him or them, or which he or they may ſuſtain or be put unto for or by reaſon of the ſaid 800*l.* or any Part thereof, or paying the ſaid 180*l.* to the ſaid *C.* as aforeſaid; then, *&c.*

To indemnify the Freighter of a Ship, on his paying the Freight to a Perſon impowered to receive it by Letter of Attorney, and to indemnify him from the former and preſent Maſter.

WHereas the above bound *A.* for himſelf, and for and on the Behalf of the Reſt of the Part-Owners of the Ship *S.* Burthen, *&c.* whereof *E.* was, and *D.* is now Maſter, hath by Writing under his Hand and Seal, bearing Date herewith, impowered the above bound *B.* alſo Part-Owner of the ſaid Ship, to demand, recover and receive of the above named *C.* and others, all Monies due for Freight, on Account of the ſaid Ship's late Voyage from *M.* as thereby, Relation, *&c.* **Now the Condition**, &c. That if the ſaid *A.* and *B.* their Heirs, *&c.* or either or any of them, ſhall and do, *&c.* and indemnified the ſaid *C.* his Executors and Adminiſtrators, and his and their Goods and Eſtate, of, from and againſt the aforeſaid *E.* and *D.* and the Part-Owners of the ſaid Ship, or any of them, and all other

Perſon

Perſon and Perſons, and from all Actions, &c. for, about or concerning all or any ſuch Sum or Sums of Money, which the ſaid *C.* his, &c. or any other Perſon or Perſons as Freighters of the ſaid Ship, and for whoſe Freight the ſaid *C.* is or may be liable or chargeable, ſhall or may pay to the aforeſaid *B.* for Freight, or otherwiſe, on Account of the ſaid Ship's late Voyage from *M.* as aforeſaid; then, &c.

From the Maſter of a Ship (and one bound with him) to indemnify the Owners from all Debts and Incumbrances, &c. upon his making up his Accounts with them.

Whereas the above bound *A.* who was late Maſter of the good Ship or Veſſel called, &c. Burthen, &c. now in, &c. hath on or before the Date hereof given unto the above named *B.* and *C.* and the Reſt of the Part-Owners of the ſaid Ship, or ſome of them, a juſt and true Account of ſuch Debts and Monies as have been contracted and owing on Account thereof, which are therein mentioned as paid and diſcharged; and hath likewiſe accounted with them, or ſome of them, concerning the ſaid Ship, and all Matters relating thereunto during the Time of his being Maſter thereof: **Now the Condition**, &c. That if the ſaid *A.* and the above bound *D.* their Heirs, &c. do, &c. and indemnified the ſaid *B.* and *C.* and the Reſt of the Part-Owners of the ſaid Ship, their Executors, &c. and the ſaid Ship, with her Appurtenances, from all or any Debts, Charges and Incumbrances, or any Act or Thing whatſoever made, done or committed by the ſaid *A.* or by any others by his Means, Privity or Procurement, whereby, wherewith, or by Means whereof the ſaid Ship, with her Appurtenances, or any Part thereof, or the Part-Owners thereof, all or any of them, for or on Account or in Reſpect of the ſaid Ship, is or are on the Date hereof, or ſhall or may at any Time hereafter be charged, ſeiſed, forfeited, extended, chargeable or incumbred in any wiſe; then, &c.

From Part-Owners of a Ship, to indemnify the Maſter (on compromiſing Suits and Differences) on Account of a Prize taken, the Sailors Shares and Wages.

Whereas Differences and Suits have been between the above bound *A. B.* and *C.* and other the Part-Owners of the Veſſel or Privateer called the *C.* Galley, whereof the above named *D.* was Commander, and him the ſaid *D.* concerning ſeveral Accounts, Matters and Things relating to the ſaid Privateer, and the ſaid *D.*'s Tranſactions therein, all which Differences and Suits are fully compoſed and determined, and thereupon the ſaid *A. B.* and *C.* have agreed to indemnify and ſave harmleſs the ſaid *D.* from the ſeveral Claims, Matters and Things, as hereunder is mentioned: **Now therefore the Condition**, &c. That if the ſaid *A. B.* and *C.* their Heirs, &c. do, &c. and indemnified the ſaid *D.* his Executors, &c. and his and their Lands, &c. of and from all Actions, &c. by or from the Owners of, or any other Perſon or Perſons concerned in a Veſſel called the *L.* which was taken as Prize by the ſaid *D.* in the ſaid *C.* Galley, for, about or concerning the ſaid Veſſel, or her Lading, or any Thing relating thereunto; and alſo if the ſaid *A. B.* and *C.* their Heirs, &c. do, &c. and indemnified the ſaid *D.* his Executors, &c. and his, &c. of and from all or any Claims by, for or from all or any of the Seamen and Mariners of the ſaid *C.* Galley, their or any of their Executors, &c. for, about or concerning —— Parts of and in the ſaid Prize called the *L.* and for, about or concerning the Sum of —— due to the ſaid Seamen or Mariners for Wages in the ſaid *C.* Galley, left in the Hands of the Owners thereof, and accordingly allowed in Accounts between the ſaid Owners and the ſaid *D.* and of and from all Actions, &c. againſt the ſaid *D.* his Executors, &c. or which he or they may ſuſtain or be put unto for or in any wiſe concerning the ſaid Claims of the ſaid Seamen, or the ſaid —— *l.* as aforeſaid; then, &c.

XXV. Indemnity concerning Wages of Sailors, &c.

To indemnify the Maſter of a Ship on his paying the Maſter of an Apprentice Wages for the Service of ſuch Apprentice on Board the ſaid Ship.

Whereas the above named *A.* Commander of the good Ship or Veſſel called the *S.* now in the River of —— and lately arrived from *S.* hath on the Date hereof paid unto the above bound *B.* for the Uſe of *C.* of, &c. the Sum of —— of, &c. for the Wages of *D.* (the Apprentice of the ſaid *C.*) for his Service on Board the ſaid Ship during her ſaid late Voyage, the Receipt whereof the ſaid *B.* doth hereby acknowledge: **Now the Condition**, &c. That if the ſaid *B.* his Heirs, Executors and Adminiſtrators, ſhall and do at all

Times hereafter well, &c. the ſaid *A.* and the Part-Owners of the ſaid Ship *S.* their Heirs, Executors and Adminiſtrators, and every of them, of and from all Actions, &c. for or concerning the ſaid Sum of — or the Payment thereof, as aforeſaid, in any Manner of wiſe; then, &c.

The like to Part-Owners and Commander of a Ship, on Account of the Service of a Negro Servant.

Whereas there is due and owing for the Wages of a Negro Servant belonging to the above bound *A.* on Board the Ship *R.* whereof Captain *B.* is Commander, who was there called by the Name *V. L.* the Sum of 40*l.* in full for his Service on Board the ſaid Ship during her late Voyage to and from *India*, out of which ſaid Sum there is owing by the ſaid *V. L.* to the ſaid Captain *B.* —— *l.* and to the Purſer of the ſaid Ship —— *l.* and there is to be paid more for the Hoſpital Duty —— which ſaid ſeveral Sums the ſaid *A.* hath allowed thereout to be paid as aforeſaid, and the Remaining —— the Part Owners of the ſaid Ship have on or before the Day of the Date hereof paid unto the ſaid *A.* the Receipt and Allowance of which ſaid Sum of —— as aforeſaid the ſaid *A.* doth hereby acknowledge, and thereof, &c. **Now the Condition**, &c. That if the ſaid *A.* her Heirs, Executors and Adminiſtrators, do and ſhall, &c. (*as above*) harmleſs and indemnified the Part-Owners and the ſaid Commander of the ſaid Ship, and every of them, their and every of their Heirs, Executors and Adminiſtrators, and their and every of their Lands, &c. put unto, for or concerning the ſaid —— the Wages of the ſaid *V. L.* or the Payments thereof as aforeſaid, they giving Notice of every or any ſuch Action or Suit which ſhall or may be ſo brought or commenced, unto the ſaid *A.* her Heirs, Executors or Adminiſtrators, that ſhe or they may defend the ſame; then, &c.

To indemnify Part-Owners on paying the Son's Wages to the Father.

Whereas the above named *A.* hath, on the Behalf of himſelf and the Reſt of the Part-Owners of the *C.* Galley, on the Date hereof, paid unto the above bound *B.* for and on the Behalf of his Son *C.* (Cooper, now at Sea) the Sum of —— which is due to the ſaid *C.* for his Service as Cooper on Board the ſaid Ship *C.* Galley, lately arrived from the Streights, and in full of all Wages due to the ſaid *C.* for his ſaid Service: **Now the Condition**, &c. That if the above bound *B.* and *D.* (*one bound with him*) their Heirs, Executors and Adminiſtrators, do and ſhall at all Times hereafter well, &c. the ſaid *A.* and the Reſt of the Owners of the ſaid Ship, and his and their Heirs, &c. and the ſaid Ship, with her Appurtenances, and every of them, of and from all Actions, &c. which ſhall or may be commenced, ſued, proſecuted, recovered or awarded againſt him or them, or which he or they, or any of them, may ſuſtain or be put unto by the ſaid *C.* or any other Perſon or Perſons whatſoever, for or by reaſon of the Payments of the ſaid Sum of —— to the ſaid *B.* as aforeſaid, in any wiſe; then, &c.

To indemnify the Maſter of a Ship on his paying the Wages of one of his Sailors (to two Perſons, in Truſt for his Brothers and Siſters) he dying and leaving the ſame to be equally divided amongſt them; and to indemnify the Ship and Part-Owners thereof, and to procure Diſcharges from each of the other Brothers and Siſters.

Whereas *A.* the Younger, late of, &c. deceaſed, by his laſt Will in Writing, dated the —— Day of, &c. did give and bequeath, equally to be divided amongſt his Brothers and Siſters, all the Wages due to him the ſaid *A.* for his Service on Board the Ship called —— which Monies were then in the Hands of the above named *B.* late Maſter of the ſaid Ship: **And whereas** the ſaid *B.* hath on the Day of the Date above written paid unto the ſaid *C.* and *D.* for the Uſe of, and to be paid and divided equally between themſelves and the Reſt of the Brothers and Siſters of the ſaid *A.* the Younger, the Sum of —— being the full Wages which were due and belonging to the ſaid *A.* at the Time of his Deceaſe, for his Service on Board the ſaid Ship *R.* upon their Promiſe and Agreement to procure ſufficient Releaſes and Diſcharges from all the Brothers and Siſters of the ſaid *A.* deceaſed, for their ſeveral Parts and Shares of and in the ſaid Wages, and to indemnify the ſaid *B.* for and concerning the ſame, as hereunder is mentioned: **Now the Condition**, &c. That if the ſaid *C.* and *D.* their Heirs, &c. or ſome of them, ſhall and do pay or cauſe to be paid unto the Reſt of the Brothers and the Siſters of the ſaid *A.* their full Parts and Shares of the ſaid Sum

Sum of —— and procure their ſufficient Releaſes and Diſcharges therefrom, and for and concerning all Wages due for the Service of the ſaid *A.* on Board the ſaid Ship *R.* and ſhall and do likewiſe at, *&c.* and indemnified the ſaid *B.* his Heirs, *&c.* and the Part-Owners of the ſaid *R.* and every of them, their and every of their Lands, *&c.* of and from all Actions, *&c.* for or concerning the Wages of the ſaid *A.* for his Service on Board the ſaid Ship *R.* or the ſaid Sum of —— paid as aforeſaid, or any Part thereof, in any Manner of wiſe; then, *&c.*

To indemnify the Maſter of a Ship and Part-Owners, on Account of his paying Money into Court, he being ſued by ſeveral Perſons for the Wages of one of his Men.

Whereas an Action hath been entered by *A.* of, *&c.* in the Lord Mayor's Court of the City of *London*, or ſome other Court, againſt the above named *B.* Maſter of the good Ship or Veſſel called *L.* lately arrived from *Barbadoes*, for the Wages of *C.* Servant of the above bound *D.* for his Service as Carpenter's Mate aboard the ſaid Ship in her ſaid late Voyage, whom the ſaid *A.* pretends to be his Servant, to which Action the ſaid *B.* hath given Bail; which Wages being —— the ſaid *B.* hath before the Date hereof, upon Execution had againſt him on other Suits concerning the ſaid Money, paid the ſaid ——into the ſaid Court of the Lord Mayor of the City of *London*: **Now the Condition**, &c. That if he the ſaid *D.* his Heirs, Executors and Adminiſtrators, ſhall and do at all Times hereafter well and ſufficiently ſave, *&c.* him and the Part-Owners of the ſaid Ship, their Heirs, Executors and Adminiſtrators, and every of them, of and from the ſaid Action ſo entered againſt the ſaid *D.* by the ſaid *A.* as aforeſaid, and all Suits, Coſts, Charges, Executions, Payments and Damages thereupon, or by reaſon thereof, or for or concerning the Wages of the ſaid *C.* for his Service on Board the ſaid Ship in her ſaid late Voyage, or the Payments thereof in iny Manner of wiſe; then, *&c.*

Note; *This Bond was only given by one of them that ſued the Maſter.*

From the Maſter of a Ship's Widow, to indemnify the Part-Owners of a Ship, on Account of their paying her Money diſburſed by her Husband to pay his Sailors Wages.

Whereas the above bound *A.* hath on the Date hereof delivered an Account of ſeveral Sums of Money diſburſed by the above named *B. A.* her late Huſband, deceaſed, on Account of the Ship or Veſſel called the *S.* whereof the ſaid *B. A.* was Maſter, and the above named *C.* and *D.* are Owners, and amongſt other Diſburſements therein mentioned of ſeveral Sums paid to the ſeveral Perſons following by the ſaid *B. A.* deceaſed, for Wages for Service on Board the ſaid Ship, *viz.*

	l.	*s.*	*d.*
To *R. S.* Gunner,	——	——	——
To *L. M.* Cooper,	——	——	——
&c.			

All which ſaid Payments amount in the Whole to the Sum of —— as by the ſaid Accounts may appear: **And whereas** the ſaid *C.* and *D.* have before Sealing hereof paid unto the ſaid *A.* the ſaid Sum of —— together with the Monies due to her on the ſaid Accounts, the Receipt whereof the ſaid *A.* doth hereby acknowledge: **Now the Condition**, &c. is ſuch, That if the above bound *A.* and *L.* (*one bound with her*) or either of them, their or either of their Heirs, *&c.* do and ſhall, *&c.* the ſaid *C.* and *D.* their Heirs, *&c.* and their Lands, *&c.* and the ſaid Ship with her Appurtenances, and every of them, of and from all Actions, *&c.* put unto by any Perſon or Perſons whatſoever, concerning the ſaid ſeveral Sums ſo paid, or charged as paid, in the ſaid Accounts for Wages, as aforeſaid, and every Part thereof in any wiſe; then, *&c.*

To repay what Money ſhall afterwards appear to be over paid for a Perſon's Service abroad, and to indemnify, &c.

On paying Wages to the Guardian of the Servant's Children, he being dead.

Whereas the above named *A.* hath on the Day of the Date above written, at the Requeſt of the above bound *B.* paid unto him the ſaid *B.* as Guardian to *C.* and *D.* Minors, Children of *E.* (who died at *M.* in Parts beyond the Seas) and Adminiſtrator of the Goods and

Chattels of the ſaid *E.* for the Uſe and Benefit of the ſaid Children, the Sum of —— *l.* of, *&c.* which the ſaid *B.* claims or alledges to be due to the ſaid *E.* unto and at the Time of his Deceaſe, which happened on or about the, *&c.* for his Service in *R.* by Virtue of certain Articles of Agreement, bearing Date the, *&c.* made between the ſaid *E.* by the Name of *E.* of, *&c.* of the one Part, and the ſaid *A.* of the other Part, over and above the Sum of —— *l.* which was paid by the ſaid *A.* to the ſaid *E.* or to his Attorney, on the, *&c.* on Account of his ſaid Service; for which ſaid Sum of —— ſo paid to the ſaid *B.* he the ſaid *B.* hath given the ſaid *A.* a Diſcharge, bearing even Date with theſe Preſents: **Now the Condition**, &c. That if at any Time hereafter it ſhall appear to be certified by any Letter, Account or Writing, from or under the Hand of *F.* Merchant in *R.* Brother of the ſaid *A.* that all or any Part of the ſaid Sum of —— *l.* ſo paid to him the ſaid *B.* for the Wages or Salary by him alledged to be due to the ſaid *F.* to the Time of his Deceaſe, as aforeſaid, is more than the Wages or Salary due and owing to the ſaid *F.* at the Time of his Deceaſe, amounted to, over and above the ſaid Sum of —— *l.* ſo paid him, or to his Attorney, as aforeſaid; then and in ſuch Caſe, if the ſaid *B.* his Heirs, Executors or Adminiſtrators, do and ſhall well and truly repay or cauſe to be paid unto the ſaid *A.* his Executors, Adminiſtrators or Aſſigns, all or ſo much of the ſaid —— *l.* to him paid as aforeſaid, which by any ſuch Letter, Writing or Account, from or under the Hand of the ſaid *F.* ſhall appear or be certified, is paid by the ſaid *A.* more than the Wages or Salary due and owing to the ſaid *F.* at the Time of his Deceaſe, amounted to, over and above the Sum of —— ſo paid as aforeſaid; and alſo if the ſaid *B.* his Heirs, *&c.* do and ſhall, *&c* (*as in other Bonds of Indemnity on paying Money.*)

XXVI. Indemnity of Purchaſers, &c.

From P. B. *to ſave harmleſs a Purchaſer.*

Firſt, *That an Infant ſhall within a limited Time confirm his Share of an Eſtate in Remainder by him conveyed*; *and* Secondly, *That the Purchaſer ſhall peaceably enjoy the ſame, and alſo the Share of a Brother of the ſaid Infant by him alſo purchaſed.*

Whereas *J. P.* one of the Children of *M. P.* Daughter of *R. B.* late of —— deceaſed, did on or about the —— Day of —— laſt, convey and aſſign unto the above named *J. C.* all ſuch Part, Share and Proportion which he the ſaid *J. P.* then was, or after the Deceaſe of his Mother the ſaid *M. P.* ſhould be intitled to, of and in certain —— which were by the ſaid *R. B.* by Will dated —— given to the ſaid *M. P.* for Life, and of and in the Monies for which the ſaid Premiſſes ſhould be ſold: **And whereas** it has been reported, that the ſaid *J. P.* was not of Age at the Time of Executing the Conveyance to the ſaid *J. C.* **And whereas** the ſaid *J. C.* hath, at the Requeſt of the ſaid *P. B.* agreed to purchaſe the Part and Share of *H. P.* one of the Brothers of the ſaid *J. P.* of and in the ſaid —— and Monies for which the ſame ſhall be ſold, upon the ſaid *P. B.*'s agreeing to enter into the above written Bond or Obligation: **Now the Condition** of the above written Obligation is ſuch, That if the ſaid *J. P.* ſhall and do, at any Time within two Years from the Date of the above written Obligation, confirm to the ſaid *J. C.* and his Heirs, the Conveyance and Aſſignment made to him by the ſaid *J. P.* as aforeſaid; and alſo if the ſaid *J. C.* his Heirs, Executors, Adminiſtrators and Aſſigns, ſhall and do from Time to Time, and at all Times for ever after the Deceaſe of the ſaid *M. P.* peaceably and quietly have, hold, occupy, poſſeſs and enjoy all ſuch Part, Share and Proportion, and Parts, Shares and Proportions of, in and to the ſaid —— and the Monies for which the ſame ſhall be ſold, which they the ſaid *J. P.* and *H. P.* and *S.* the Wife of him the ſaid *P. B.* or any of them, have conveyed or aſſigned to the ſaid *J. C.* without the Let or Interruption of or by any Perſon or Perſons whatſoever, then the above written Obligation to be void; but if Default be made in any of the Conditions aforeſaid, then it is to be and remain in full Force and Virtue.

From the Aſſignee of a Leaſe of a Houſe, to indemnify the original Leſſee aſſigning the ſame from the Rents and Covenants in the Leaſe.

Whereas the ſaid *W. R.* hath aſſigned and made over unto the above bound *J. C.* the Leaſe of the Houſe wherein he now dwells, being the *Caſtle* Tavern in *D. L.* for the Remainder of a Term of ſeven Years; ſubject nevertheleſs to the Rent, Covenants and Agreements on the Leſſee's Part to be paid, performed and kept: **Now the Condition** of this Obligation is ſuch, That if the above bound *J. C.* ſhall and do from Time to Time ſave, keep harmleſs

harmleſs and indemnified the ſaid *W. R.* his Executors and Adminiſtrators, his and their Goods and Chattels, of, from and againſt all Coſts, Charges, Damages and Expences whatſoever, which may any wiſe accrue or happen to him or them by reaſon of his making ſuch Aſſignment; then, *&c.*

From one of the Vendors, that the Vendee ſhall peaceably enjoy the Vendor's Moiety, and receive the Profits, without the Interruption of his Wife, &c. *as to Dower,* &c.

Whereas the above bound *A.* and *E.* his Wife have by Indentures of Leaſe and Releaſe, the Leaſe bearing Date —— and the Releaſe bearing Date the Day above written, (with others in the ſaid Indentures mentioned) granted, bargained, ſold, releaſed and confirmed unto the above named *D.* and to his Heirs and Aſſigns for ever, one full and equal Moiety or Half-Part of and in all that Meſſuage, *&c.* ſituate, *&c.* therein particularly mentioned, as thereby, Relation, *&c.* **Now the Condition,** &c. is ſuch, That if the ſaid *D.* his Heirs and Aſſigns, ſhall and do at all Times hereafter peaceably and quietly have, hold, occupy, poſſeſs and enjoy the ſaid one full and equal Moiety or Half-Part of the ſaid Meſſuage and Premiſſes ſo conveyed as aforeſaid, and receive and take the Rents, Iſſues and Profits thereof, without any Let, Suit, Trouble, Claim or Demand, of or by the ſaid *E.* Wife of the ſaid *A.* or any other Perſon or Perſons, by or through her Means, Act, Privity, Right of Procurement, of, for or in reſpect of the Dower or Thirds, by the Common Law of *England*, or other Right, Claim or Demand whatſoever, which the ſaid *E.* his Wife ſhall or may have or claim of, in, to or out of all and ſingular the ſaid Premiſſes conveyed as aforeſaid; then, *&c.*

To a Purchaſer for peaceable Enjoyment of Lands ſold by Leaſe and Releaſe.

Whereas by Indentures of Leaſe and Releaſe, the Leaſe bearing Date, *&c.* and the Releaſe bearing Date, *&c.* both of them made between the ſaid *A.* of the one Part, and the above named *B.* of the other Part, the ſaid *A.* for the Conſideration therein mentioned, hath granted, *&c.* to the ſaid *B.* and to his Heirs and Aſſigns for ever, all that, *&c.* as by, *&c.* Relation, *&c.* **Now the Condition,** &c. That if the ſaid *B.* his Heirs and Aſſigns, ſhall and do from Time to Time, and at all Times for ever hereafter, peaceably and quietly enter into, have, hold, occupy, poſſeſs and enjoy the ſaid —— and all and ſingular other the Premiſſes in and by the ſaid recited Indentures mentioned or intended to be granted, *&c.* with their and every of their Appurtenances, and every Part and Parcel thereof, and receive and take the Rents, Iſſues and Profits thereof, to his and their own Uſe and Benefit, without any Let, Suit, Trouble, Moleſtation, Eviction, Recovery, Interruption, Claim and Demand whatſoever, of or by the ſaid *A.* his Heirs or Aſſigns, or any of them, or any claiming, or to claim under him or them, of or by any other Perſon or Perſons whatſoever, by any Title prior to the Title of the ſaid *A.* and that free and clear, and freely and clearly acquitted, exonerated and diſcharged, or well and ſufficiently ſaved and kept harmleſs and indemnified of and from all and all Manner of former and other Bargains, Sales, Gifts, Grants, Leaſes, Mortgage, Feoffments, Forfeitures, Jointures, Dowers and Titles of Dower and Thirds, Uſes, Truſts, Wills, Intails, and all other Eſtates, Charges, Titles and Incumbrances whatſoever, at any Time heretofore had, made, committed, done or ſuffered by the ſaid *A.* or by any other Perſon or Perſons whatſoever, by Title prior to the Right or Title of the ſaid *A.* then, *&c.*

A Bond from four Perſons to a Purchaſer touching Payment of 200 l. *Truſt Monies, (being Part of Purchaſe Monies) according to the Truſts thereof,* &c. *and for indemnifying Purchaſer therefrom,* &c.

Whereas by Indentures of Leaſe and Releaſe, bearing Date reſpectively the 17th and 18th Days of, *&c.* and made between the above bounden *H. S.* by the Name of, *&c.* and *P.* his Wife (ſince deceaſed) of the firſt Part, the above bounden *J. S.* and *D.* his Wife of the ſecond Part, *E. E.* Gent. and the above bounden *J. H.* of the third Part, and *R. T.* Gent. (ſince deceaſed) of the fourth Part, **All** that Manſion-houſe, *&c.* called, *&c.* ſituate, *&c.* and in the ſame Indenture of Releaſe particularly mentioned, were by Virtue thereof, and of a Fine duly levied, purſuant to the Covenant therein contained, granted and releaſed unto and to the Uſe of the ſaid *R. T.* and his Heirs; *Upon Truſt* that he the ſaid *R. T.* and his Heirs ſhould ſell and diſpoſe of the ſame for the beſt Price that could be

got for the ſame; and upon further Truſt, that after Payment of the ſeveral Sums of 600 *l.* and 400 *l.* due unto the ſaid *E. E.* and *J. H.* upon their ſeveral Securities therein mentioned, and all Intereſt due for the ſame, to pay and diſpoſe of all the Reſt and Reſidue of ſuch Money, or permit and ſuffer the ſaid *E. E.* and *J. H.* to take out of ſuch Purchaſe Money the Sum of 800 *l.* ſubject to the following Truſts, *viz. Upon Truſt* that the ſaid *E. E.* and *J. H.* ſhould pay the Intereſt of the ſaid 800 *l.* to the ſaid *D. S.* during her Life, and after her Deceaſe to diſpoſe of the ſame in Manner following, *viz.* The ſeveral Sums of 300 *l.* and 300 *l.* unto *M. S.* and *E. S.* (Siſters of the ſaid *H. S.*) and 200 *l* the Reſidue thereof, to *H. S.* Son of the ſaid *H. S.* and to be ſo paid to them immediately upon the Deceaſe of the ſaid *D. S.* and in Caſe the ſaid *H. S.* the Son ſhould happen to die in the Life-time of the ſaid *D. S.* then the ſaid *E. E.* and *J. H.* ſhould pay and apply Part of the ſaid 200 *l.* in ſuch Manner as the ſaid *D. S.* ſhould by Deed or Will direct or appoint, and the other 100 *l.* to the ſaid *H. S.* the Father: **And whereas** by Indenture *Quadripartite*, bearing Date the 7th Day of, *&c.* made between the ſaid *J. S.* and *D.* his Wife, of the firſt Part, the ſaid *H. S.* the Father, of the ſecond Part, and *M. S.* of the third Part, and the above bounden *N. H.* of the fourth Part, (after reciting as therein is recited, in Conſideration of a Marriage then intended to be had between the ſaid *M. H.* and *M. S.* and which was ſoon afterwards had and ſolemnized accordingly) it is *inter alia* mutually agreed between the Parties thereto, that in Caſe the ſaid *H. S.* the Son die in the Life-time of the ſaid *D. S. Then* the ſaid *M. S.* ſhould have, as a further Advancement in Marriage, the Sum of 100 *l.* Part of the ſaid Sum of 200 *l.* *And* that the ſaid *E. E.* and *J. H.* ſhould immediately after the Death of the ſaid *H. S.* the Son, pay the ſaid Sum of 100 *l.* Part of the ſaid 200 *l.* unto the ſaid *M. S.* as in and by the ſaid Indentures, Relation being to them reſpectively had, more fully may appear: **And whereas** the ſaid *H. S.* the Son is ſtill an Infant, *viz.* of the Age of —— or thereabouts: **And whereas** the ſaid *H. S.* and *D.* his Wife, *H. S.* the Father, *M. H.* and *M.* his Wife, and *E. S.* have contracted and agreed with the above named *G. O.* for the abſolute Sale of the ſaid Premiſſes unto him the ſaid *G. O.* for the Sum of 1800 *l.* and by Indenture of eight Parts bearing even Date herewith, and made between, *&c.* the ſaid Capital Meſſuage, Farm and Premiſſes, with the Appurtenances, (in Conſideration of the ſaid Sum of 1800 *l.* paid as therein mentioned) are granted and releaſed unto and to the Uſe of the ſaid *G. O.* and *J. H.* and the Heirs of the ſaid *G. O.* *In Truſt nevertheleſs* as to the Eſtate of the ſaid *J. H.* for and for the only Benefit of the ſaid *G. O.* and his Heirs for ever: **And whereas** the ſaid Sum of 200 *l.* Part of the ſaid Sum of 1800 *l.* is in and by the ſaid recited Indenture of eight Parts, mentioned to be paid by the ſaid *G. O.* unto the ſaid *E. E.* and *J. H.* which is to be by them paid over unto the ſaid *H. S.* the Son, in Caſe he ſhall ſurvive her ſaid Grandmother *D. S.* or otherwiſe to be paid in the Manner as in that Behalf directed by the ſaid recited Indenture *Quadriparite* of Releaſe of the 18th of, *&c.* and the ſaid in Part recited Indenture *Quadripartite* of Settlement of the 7th of, *&c.* reſpectively: **Now the Condition,** &c. That if the ſaid *E. E.* and *J. H.* and the Survivor of them, their ſeveral Heirs, Executors and Adminiſtrators, do and ſhall from Time to Time, and at all Times hereafter, well and truly pay, apply and diſpoſe of the ſaid Sum of 200 *l.* and the Intereſt thereof, from Time to Time becoming and accruing due, purſuant to the ſeveral Truſts contained in the ſaid in Part ſeveral recited Indentures of the 10th of, *&c.* and the 7th of, *&c.* reſpectively, and ſhall and will from Time to Time, and at all Times hereafter, ſave harmleſs and keep indemnified the ſaid *G. O.* his Heirs, Executors, Adminiſtrators and Aſſigns, and his and their Eſtates, Goods and Chattels, of and from all and all Manner of Suits, Loſſes, Damages and Expences whatſoever, which he the ſaid *G. O.* his Heirs, Executors, Adminiſtrators or Aſſigns, or any or either of them, ſhall or may ſuſtain, ſuffer or be put unto, either in Law or Equity, or otherwiſe, for or by Reaſon or Means of the Payment of the ſaid 200 *l.* unto the ſaid *E. E.* and *J. H.* as aforeſaid, or by Reaſon of the Right, Title, or Claim in or to the ſaid Sum of 200 *l.* or any Part thereof, of the ſaid *H. S.* the Son, his Executors or Adminiſtrators, or any other Perſon or Perſons whatſoever, by Virtue of or under the ſaid ſeveral in Part recited Indentures of the ſaid 10th of, *&c.* and the 7th of, *&c.* or either of them, or any Thing ariſing therefrom or relating thereunto; then, *&c.*

W. P. W.

From a Maſter of a Ship to the Purchaſer of it, to indemnify him from a former Owner and Maſter, on Account of Wages due to him.

Whereas there is due and owing to the above bound *A.* from *B.* of, *&c.* late Owner of the Ship called the *C.* Burthen about —— Tuns, the Sum of —— or thereabouts, for Wages for his the ſaid *A.*'s Service as Maſter of the ſaid Ship: **And whereas** the above named

named *D.* hath on the Date hereof bought the ſaid Ship, with her Appurtenances: **Now therefore the Condition**, &c. is ſuch, That if the ſaid *A.* his, *&c.* do and ſhall, *&c.* the ſaid *D.* his, *&c.* and all other Perſon or Perſons which ſhall or may hereafter be Owner or Owners of the ſaid Ship, and likewiſe the ſaid Ship, with her Appurtenances, and every of them, as well of and from the ſaid Sum of —— due and owing from the ſaid *B.* as aforeſaid, as alſo from all or any other Sum and Sums of Money and Demands due or owing by and from the ſaid *B.* or any other Perſon or Perſons whatſoever, on Account of, or wherewith or by Means whereof the ſaid Ship is or ſhall, or may be charged or chargeable, or for or by reaſon of being or acting as Maſter thereof in any Manner of wiſe; then, *&c.*

To indemnify the Purchaſer of a Ship from Bills of Sale ſtanding out, and for peaceable Enjoyment.

Whereas the above bound *A.* by Bill of Sale, *&c.* (*Recital of the Bill of Sale*) hath granted and ſold unto the above named *B.* all that Ketch or Veſſel called, *&c.* whereof the ſaid *A.* is or was Maſter, and all Anchors, *&c.* as by the ſaid recited Bill of Sale, Relation, *&c.* **And whereas** the Bills of Sale granted to the ſeveral Perſons herein after mentioned, of the ſeveral Parts of and in the ſaid Ketch or Veſſel, are as followeth, *viz.* To *D.* of one eighth Part, to *E.* of one eighth Part, *&c.* (*and ſo of the Reſt*) are not aſſigned or delivered up as the ſame ought to be, but the ſaid *A.* doth agree to cauſe or procure the ſame to be aſſigned and delivered up unto the ſaid *B.* within twelve Months next enſuing the Date above written: **Now the Condition**, &c. That if the ſaid *A.* his, *&c.* do and ſhall, within twelve Months next enſuing the Date above written, cauſe or procure the ſaid ſeveral Bills of Sale ſo granted of the aforeſaid ſeveral Parts of and in the ſaid Ketch or Veſſel, and the ſaid Parts thereof to be aſſigned and delivered up unto the ſaid *B.* his Executors, Adminiſtrators or Aſſigns; **And alſo** if the ſaid *B.* his Executors, Adminiſtrators and Aſſigns, ſhall and do at all Times hereafter peaceably and quietly have, hold, poſſeſs and enjoy the ſaid Ketch or Veſſel, and Premiſſes, with the Appurtenances, before ſold as aforeſaid, freed and diſcharged from all Debts, Eſtates, Charges and Incumbrances made, done, committed or ſuffered by and without any Let, Suit, Trouble, Interruption, Claim or Demand of, from or by as well the ſeveral Perſons aforeſaid, or any of them, or any claiming from, by or under them, or any of them, for or in reſpect of the ſaid ſeveral Bills of Sale ſo granted and to be aſſigned as aforeſaid, as alſo of or by all or any other Perſon or Perſons whatſoever, according to the true Intent and Meaning of theſe Preſents, and of the ſaid recited Bill of Sale; then, *&c.*

Note; *There were two more bound.*

To indemnify a Purchaſer of Part of a Ship from her Outſet, and from a Suit then depending on Account of the Ship's being in the Eaſt-India *Company's Service.*

Whereas the above bound *A.* by Bill of Sale bearing the Date above written, for the Conſideration therein mentioned, hath ſold unto the above named *B.* —— Part of the Ship called, *&c.* and of all her Maſts, *&c.* as thereby may appear: **Now the Condition**, &c. That if the ſaid *A.* his Executors and Adminiſtrators, ſhall and do at all Times hereafter diſcharge, ſave and keep harmleſs and indemnified the ſaid *B.* his Executors, Adminiſtrators and Aſſigns, and the ſaid —— Part of the Ship *F.* with her Appurtenances, ſold as aforeſaid, and other his and their Goods, Chattels and Eſtate, of and from all or any Debt, Sum and Sums of Money payable whatſoever, due, owing or payable to any Perſon or Perſons, for or on Account of the ſaid Ship, for her Outſet and Fitting her for Sea for her ſaid Voyage to *G.* and from all Charges during her Stay in the *Downs*, and until her Departure from *P.* outwards, on her ſaid Voyage; and likewiſe of and from all or any Sum and Sums of Money, Charges of Suit, and other Charges and Damages which now are and ſhall grow due, owing or payable for or by reaſon of a Suit now depending between the Owners of the ſaid Ship and the *Eaſt-India* Company, on Account of the ſaid Ship and her Voyage in the Service of the ſaid Company, and alſo of and from all Actions which ſhall or may be brought, proſecuted, recovered or awarded againſt the ſaid *B.* his Executors, *&c.* or which he or they may ſuſtain or be put unto for or concerning the ſaid Outſet of the ſaid Ship, and the ſaid Suit ſo depending as aforeſaid, in any Manner of wiſe; then, *&c.*

A Condition of a Bond to indemnify a Purchaſer from an Annuity or Rent-Charge, &c. and other Incumbrances.

—— **Now the Condition** of the above written Obligation is ſuch, That if they the ſaid *A.* and *B.* or either of them, their or either of their Heirs, Executors and Adminiſtrators, do and ſhall at all Times hereafter well and ſufficiently defend, ſave, keep harmleſs and indemnified the ſaid *C.* his Heirs and Aſſigns, and alſo the ſaid Manors, Lands and Hereditaments, ſo purchaſed by and conveyed to the ſaid *C.* as aforeſaid, of and from the ſaid Annuity of 30*l.* and of and from all Legacies, Charges and Payments charged upon the ſaid purchaſed Premiſſes, or any Part thereof, by the laſt Will and Teſtament of *H. W.* Gent. deceaſed, or which can or may any way charge, affect or incumber the ſame; and ſo do and ſhall at all Times hereafter ſave harmleſs and keep indemnified the ſaid *C.* and his Heirs of and from all Coſts, Damages and Charges whatſoever, that he or they ſhall or may ſuſtain or be put unto for, by Reaſon or upon Account of the aforeſaid Incumbrances, or otherwiſe, touching the ſame; that then, *&c.*

A Bond to indemnify a Purchaſer from an Annuity and Legacies.

—— **Whereas,** &c. *(Recite the Indentures of Leaſe and Releaſe, and the Agreement previous to the Purchaſe, touching the Indemnification from an Annuity and Legacies,* &c.) **Now the Condition,** &c. That if they the ſaid *A.* and *B.* or either of them, their or either of their Heirs, Executors and Adminiſtrators, do and ſhall at all Times hereafter well and ſufficiently defend, ſave, keep harmleſs and indemnified the ſaid *C.* his Heirs and Aſſigns; and alſo the ſaid Manors, Lands and Hereditaments, ſo purchaſed by and conveyed to the ſaid *C.* as aforeſaid, of and from the ſaid Annuity of 30*l.* and of and from all Legacies, Charges and Payments, charged upon the ſaid purchaſed Premiſſes, or any Part thereof, by the laſt Will and Teſtament of *H. W.* Gent. deceaſed, or which can or may any way charge, affect or incumber the ſame; and alſo do and ſhall at all Times hereafter ſave harmleſs and keep indemnified the ſaid *C.* and his Heirs of and from all Coſts, Damages and Charges whatſoever, that he or they ſhall or may pay, ſuſtain or be put unto for, by Reaſon or upon Account of the aforeſaid Incumbrances, or otherwiſe, touching the ſame; then, *&c.*

From two Partners, to indemnify a Perſon who was joint Executor with one of them; given on his quitting his Intereſt in a Leaſe that was granted to the Deceaſed, and joining in the Surrender of it in order that a new one might be granted; and that they would pay the Rent, and perform the Covenants in the Leaſe.

Whereas, &c. *(Recital of a Leaſe of a Meſſuage granted to* C. *the Deceaſed):* **And whereas** the above bound *A.* who is Executor with the above named *E.* of the Will of the ſaid *C.* her late Huſband deceaſed, and the above bound *B.* are become Copartners in the Trade of —— which they now exerciſe in the aforeſaid Meſſuage: **And whereas** the ſaid *E.* hath agreed and doth hereby agree to acquit all his Term and Intereſt in the ſaid Premiſſes, as Executor aforeſaid, to the ſaid *A.* and *B.* and upon Requeſt to join in a Surrender of the ſaid Leaſe, if a new one may be made and granted to the ſaid *A.* and *B.* and they the ſaid *A.* and *B* have agreed in the mean Time to indemnify and ſave harmleſs the ſaid *E.* and the Eſtate of the ſaid *C.* deceaſed, from the Rent and Covenants therein reſerved and contained, from, *&c.* on the Tenant's Part to be paid and performed: **Now the Condition,** &c. That if the ſaid *A.* and *B.* or either of them, their or either of their Executors, *&c.* ſhall and do from the ſaid —— for all the Reſidue of the ſaid Term of —— Years by the ſaid recited Leaſe granted, truly pay the ſaid yearly Rent of —— in Manner as the ſame is therein reſerved, and alſo perform, fulfil and keep all and every the Covenants, Clauſes and Agreements therein alſo contained, which on the Tenant's or Leſſee's Part and Behalf of the ſaid Premiſſes ſhall grow due, and ought to be kept and performed; and thereof and therefrom, and from all Actions, *&c.* whatſoever, for or in any wiſe concerning the ſame, do and ſhall from Time to Time, and at all Times hereafter, well and ſufficiently ſave, *&c.* the ſaid *E.* Executor, as aforeſaid, his Executors, *&c.* and the Eſtate of the ſaid *C.* deceaſed; then, *&c.*

XXVII. Indemnity on Executing Deeds.

From an Apprentice's Father, to indemnify the Apprentice's Maſter's Widow and Executrix, upon her turning him over to another Maſter.

Whereas *B. A.* Son of the above bound *B. A.* by his Indentures of Apprenticeſhip bearing Date, *&c.* bound himſelf Apprentice unto the above mentioned *C.* ſince deceaſed, to learn his Art, and with him after the Manner of an Apprentice, to ſerve from the Date thereof, unto the full End and Term of —— Years: **And whereas** the ſaid *D. C. (the Widow)* hath, at the Requeſt, and with the Conſent of the ſaid *B. A. ſenior*, and the ſaid *B. A.* his Son, on the Day of the Date hereof, aſſigned the ſaid Indentures of Apprenticeſhip unto *E.* of, *&c.* as by the ſaid recited Indentures, and the Aſſignment thereof, Relation, *&c.* **Now the Condition,** *&c.* That if the ſaid *B. A ſenior*, his Heirs, Executors and Adminiſtrators, ſhall and do, *&c.* and indemnify the ſaid *D. C.* her Executors and Adminiſtrators, and her and their Goods and Eſtate, and every of them, of and from the Covenants and Agreements mentioned and contained in the ſaid recited Indentures of Apprenticeſhip, on the Part of the ſaid *C.* to be performed, and from all Actions, *&c.* for or concerning the ſame in any Manner of wiſe; then, *&c.*

From two ſurviving Partners, to indemnify the Executrix of the Deceaſed Partner, from the Debts contracted in Partnerſhip, upon aſſigning her Share in the Partnerſhip to them.

Whereas the above named *A.* (*Executrix of* A. A.) by Indenture under her Hand and Seal, bearing even Date with the Obligation above written, reciting as therein is recited, for the Conſideration therein mentioned, and in Purſuance of the Covenant in that Behalf contained in certain Indentures of Copartnerſhip *Tripartite*, bearing Date, *&c.* made *Between* the ſaid *A. A.* of the firſt Part, the above bound *B.* of the ſecond Part, and the above bound *C.* of the third Part, *Hath* aſſigned and releaſed unto the ſaid *B.* and *C.* to their own proper Uſe, the one full and equal third Part, and all other the Part and Share belonging to her the ſaid *A.* as Executrix aboveſaid, of, in and to the Goods, Debts, Monies and Things belonging to the ſaid joint Stock and Trade between the ſaid Parties at the Time of the Deceaſe of the ſaid *A. A.* as by the ſaid Indenture of Aſſignment and Releaſe, Relation, *&c.* **Now the Condition,** &c. That if the ſaid *B.* and *C.* their Executors and Adminiſtrators, do and ſhall, purſuant to the Covenants in that Behalf contained in the ſaid Indentures of Copartnerſhip, diſcharge, and at all Times, *&c.* and indemnified the ſaid *A.* her Heirs, *&c.* and her and their Lands, *&c.* of and from all and every the Debts and Sums of Money which at the Time of the Deceaſe of the ſaid *A. A.* were due and owing by and from the ſaid Partners, and which on the Day of the Date hereof are yet due, owing and undiſcharged, to all or any Perſon or Perſons whatſoever, upon Account of the ſaid late joint Trade and Partnerſhip between the ſaid *A. A. B.* and *C.* as aforeſaid, and of, from and againſt all and all Manner of Actions, *&c.* for or by reaſon of the ſaid Debts, or any of them, in any wiſe; then, *&c.*

From an Aſſignee of a Mortgagee, to indemnify the Mortgagee from Suits depending concerning a Debt due from the Anceſtor of the Mortgagor, on making the Aſſignment of the Mortgage.

Whereas *A.* of, *&c.* did ſometime ſince mortgage unto *B.* and *C. &c. All* that Meſſuage, *&c.* and all other his Manors, *&c.* in, *&c.* **And whereas** Suits at Law and in Equity are depending concerning a Debt owing to *D.* of, *&c.* by *R.* deceaſed, from whom the ſaid mortgaged Premiſſes deſcended or came to the ſaid *A.* **And whereas** the ſaid *B.* hath on the Date hereof aſſigned or conveyed his Right in the ſaid Premiſſes unto the ſaid *E.* **Now the Condition,** &c. That if the ſaid *E.* his Heirs, Executors and Adminiſtrators, do, *&c.* ſave, *&c.* and indemnified the ſaid *B.* his Heirs, *&c.* Goods and Chattels, from all Coſts, Charges, Damages and Expences, which he or they may any Ways be put unto or ſuſtain for or by reaſon of the ſaid Suits or Debts aforeſaid, in any Manner of wiſe; then, *&c.*

To indemnify a Perſon, on his aſſigning over his Effects, purſuant to Articles of Agreement, to two of his Creditors, for the Uſe of themſelves and the Reſt of the Creditors, from two of his Creditors who would not ſign the Agreement.

Whereas in and by certain Articles of Agreement, dated the, &c. made between the above named *A.* of the one Part, and the above bound *B.* and *C.* and the ſeveral other Perſons whoſe Names are mentioned in the Schedule thereunto annexed, Creditors of the ſaid *A.* of the other Part, the ſaid *A.* did covenant that within two Days after all his Creditors mentioned in the ſaid Schedule, ſhould have ſigned the ſaid recited Articles, he would aſſign over unto the ſaid *B.* and *C.* for the Uſe of themſelves and the Reſt of his ſaid Creditors, and other Uſes therein mentioned, all his Shop Goods at the Value of the firſt Coſt, and all his Debts whatſoever juſtly due and owing to him the ſaid *A.* which together ſhould amount to the Sum of —— *l.* or more, or to that Effect, *(and the ſaid Creditors did thereby covenant to diſcharge, or ſecure and indemnify the ſaid* A. *from the Sum or Debt of* —— l. *and the Intereſt thereof, which he and one* D. *ſtand bound for unto one* E.) **And whereas** all the Creditors mentioned in the ſaid Schedule, annexed to the ſaid Articles, have ſigned the ſaid Articles; and the ſaid *A.* hath by Writing or Aſſignment under his Hand and Seal, bearing Date herewith, according to and in Purſuance of his Covenants contained in the ſaid Articles, aſſigned over to the ſaid *B.* and *C.* all his Shop Goods and Debts, for the Uſe of themſelves and other the Creditors of the ſaid *A.* and other Uſes mentioned in the ſaid recited Articles; as by the ſaid recited Articles and Aſſignment, Relation, &c. **And whereas** the ſaid *A.* is indebted unto *F.* in the Sum of —— *l.* and unto *G.* the Sum of —— *l.* which ſaid *F.* and *G.* have not ſigned the ſaid Articles; but by Agreement between the ſaid *A.* and his Creditors, they the ſaid *B.* and *C.* are, on the Behalf of themſelves and the Reſt of the Creditors, to indemnify the ſaid *A.* from the ſaid two Debts of —— *l.* and —— *l.* owing to the ſaid *F.* and *G.* **Now the Condition,** &c. That if the ſaid *B.* and *C.* their Heirs, &c. do and ſhall (by and out of the Produce of the Goods and Debts of the ſaid *A.* aſſigned to them by the ſaid recited Aſſignment as aforeſaid) at all Times, &c. and indemnified the ſaid *A.* his Executors, &c. of, from and againſt the ſaid two Debts of —— *l.* and —— *l.* by him owing to the ſaid *F.* and *G.* as aforeſaid, (and the ſaid Bond of —— *l.* entered into by him and the ſaid *D.* unto the ſaid *E.*) and all Actions, &c. for or by reaſon thereof, or the Non-payment thereof, or any Part thereof, in any Manner of wiſe; then, &c.

To indemnify an Aſſignor of a Navy-Bill, upon his making a new Aſſignment.

Whereas the above named *A.* by Writing or Aſſignment, &c. bearing Date, &c. in Conſideration, &c. did ſell and aſſign unto the ſaid *B.* his, &c. one Bill, ſigned by the Commiſſioners, and directed to the Treaſurer of his Majeſty's Navy, dated at the Navy-Office, and received the —— Day of —— 17 —— (N°——) for impreſſing unto him the Sum of —— being in Part of the ſixth impreſſed Bill, agreed by Contract to be made out to him on Account of, &c. *(as in an Aſſignment of a Navy-Bill)* together with the ſaid Sum and all other Monies thereupon to grow due: **And whereas** the ſaid Bill, by Means of ſeveral Indorſements on the above recited Aſſignment, came unto and was veſted in the above bound *C.* who hath ſince ſold the ſame to *D.* who hath ſold the ſame to *E.* of, &c. *(or this Recital inſtead of the laſt)*: **And whereas** the ſaid *C.* did on or about the —— Day of —— by another Indorſement on the ſaid recited Aſſignment, ſell and aſſign the ſaid Bill unto *D.* who hath aſſigned or agreed to aſſign the ſame unto *E.* of, &c. **And whereas** in Regard the ſaid ſeveral Sales, or intended Sales, or Aſſignments of the ſaid Bill, were not made in due Form of Law in that Behalf neceſſary; therefore to ſupply the Defects thereof, and the more effectually to veſt the ſaid Bill in the ſaid *E.* the ſaid *C.* hath on or before the Date above written, at the Requeſt and with the Conſent of the ſaid *B.* and *D.* (teſtified by their ſubſcribing their Names as Witneſſes to theſe Preſents) delivered up unto the ſaid *A.* the firſt recited Aſſignment of the ſaid Bill, with the ſeveral Indorſements thereon, as foreſaid, and the ſame is cancelled and made void; and he the ſaid *A.* hath by another Writing or Aſſignment, bearing the Date above written, aſſigned the ſaid Bill, with the Conſent of the ſaid *B.* and *D.* teſtified, as aforeſaid, unto the ſaid *E.* as hereby may appear: **Now the Condition,** &c. is ſuch, That if the ſaid *C.* his Heirs, &c. do and ſhall from Time, &c. ſave, &c. the ſaid *A.* his Heirs, &c. and his and their Lands, &c. and every of them, of and from all Actions, &c. may ſuſtain or be put unto for or concerning the ſaid firſt recited Aſſignment of the ſaid Bill, or any Right, Title, Claim or Demand, of, in and to the ſame, and Money thereon due, or any Part thereof, which ſhall or may be claimed or pretended to be claimed by any Perſon

Perſon or Perſons, by, from or under the ſaid firſt recited Aſſignment, except the ſaid new, or other Aſſignments thereof, made to the ſaid *E.* as aforeſaid, or any Act or Thing by him the ſaid *A.* done, contrary to his expreſs Covenant in the ſaid laſt Aſſignment thereof contained; then, *&c.*

XXVIII. Indemnity concerning Notes and Bonds, Bills of Sale loſt.

To deliver up a Note to be cancelled when it ſhall be found, the Money being paid, and in the mean Time to indemnify the Drawers.

Whereas the above named *A.* in the Name of himſelf and *B.* gave a Bill or Note under his Hand, dated, *&c.* for the Sum of —— payable to *C.* which ſaid Bill or Note was delivered to the above bound *D.* and *E.* but is ſince loſt or miſlaid: **And whereas** the ſaid *A.* hath, at or before Sealing and Delivery hereof, paid unto the ſaid *D.* and *E.* the ſaid Sum of —— due and payable on the ſaid Bill or Note, notwithſtanding the ſaid Bill or Note cannot be found to be delivered up, the Receipt of which ſaid Sum the ſaid *D.* and *E.* do hereby acknowledge, and from the ſame, and every Part thereof, and all Actions, Suits, and Demands concerning the ſame, do acquit and diſcharge the ſaid *A.* and *B.* their, *&c.* for ever by theſe Preſents: **Now the Condition**, &c. That if the ſaid *D.* and *E.* their, *&c.* do and ſhall deliver up the ſaid Note, when it ſhall be found, to be cancelled; and until the ſame ſhall be ſo delivered up and cancelled, ſave and keep harmleſs and indemnified the ſaid *A.* and *B.* their, *&c.* and their and every of their Lands, *&c.* of and from the ſaid Bill or Note, and the ſaid Sum of —— therein mentioned, and of and from all Actions, *&c.* which ſhall or may be brought, commenced, ſued, proſecuted, recovered or awarded againſt them, or either or any of them, or which they, either or any of them, may ſuſtain or be put unto by any Perſon or Perſon whatſoever, for, upon or concerning the ſaid Bill or Note, and the ſaid Sum of —— therein mentioned, and which is ſo paid to the ſaid *D.* and *E.* as aforeſaid; then, *&c.*

Another.

Whereas the above named *A.* did give a Note under his Hand, dated, *&c.* to the above bound *B.* for —— payable to the ſaid *B.* or his Order, or the Bearer, on or about the, *&c.* then next, which ſaid Note the ſaid *B.* hath ſince loſt or miſlaid: **And whereas** the ſaid *A.* hath (notwithſtanding the ſame) on the Day of the Date hereof paid unto the ſaid *B.* the ſaid —— in full of the ſaid Note, and all Accounts and Demands between them, the Receipt whereof the ſaid *B.* doth hereby acknowledge, and thereof doth acquit and diſcharge the ſaid *A.* his Executors, Adminiſtrators and Aſſigns for ever, by theſe Preſents: **Now therefore the Condition**, &c. That if the ſaid *B.* his, *&c.* do and ſhall, when and as ſoon as the ſaid Note ſhall be found, deliver the ſame unto the ſaid *A.* his, *&c.* and ſhall and do at all Times hereafter, until the ſaid Note ſhall be ſo delivered up, ſave and keep harmleſs and indemnified the ſaid *A.* his, *&c.* and his, their and every of their Lands, *&c.* of and from the ſaid Note ſo given as aforeſaid, and Sum of Money therein mentioned, and thereby payable, and from all Actions, *&c.* awarded againſt him or them, or which he or they may ſuſtain or be put unto for or by reaſon thereof in any Manner of wiſe; then, *&c.*

To indemnify two Perſons who gave three ſeveral Notes under their Hands (being for the Balance of Accounts ſettled between them) and which are loſt, &c.

Whereas by an Account delivered by the above named *A.* and *B.* unto the above bound *C.* of Monies received and paid by the ſaid *A.* and *B.* or one of them, on Account of the ſaid *C.* and her late Huſband *D.* deceaſed, and on the Date hereof adjuſted between them the ſaid *A.* and *B.* are therein mentioned to be Debtors by their Notes for the three ſeveral Sums following, *viz.* By Note dated the —— Day of —— 17 —— for —— *l.* By another Note dated the —— Day of —— 17 —— for —— *&c.* which ſaid Notes cannot be found or produced by the ſaid *C.* to be delivered up: **And whereas** the ſaid *A.* and *B.* have on the Day of the Date of theſe Preſents paid unto the ſaid *C.* the Sum of —— being the full Balance due to her on the ſaid Accounts, the Receipt whereof the ſaid *C.* doth hereby acknowledge, and thereof doth diſcharge the ſaid *A.* and *B.* and each of them, their and each of their Executors and Adminiſtrators: **Now the Condition**, &c. That if the ſaid *C.* and the above bound *E.* their Heirs, Executors and Adminiſtrators, or either or any of them, ſhall and do at all Times hereafter ſave and keep harmleſs and indemnified the ſaid *A.* and *B.* their and each

each of their Executors and Adminiſtrators, and their, and each and every of their Lands, &c. of and from the ſaid ſeveral Sums, and of and from the ſaid three ſeveral Notes ſo given for the ſaid three reſpective Sums, and every of them, and of and from all Actions, &c. by reaſon thereof, or any of them; then, &c.

From the Father of an Apprentice who had loſt a Goldſmith's Note to indemnify the Maſter, he having given a Bond of Indemnity to the Drawer of the Note on his being paid the Money.

Whereas the above named *A.* by Bond, &c. became and ſtands bound unto *B.* of, &c. in the penal Sum of —— with Condition *Reciting*, That the ſaid *B.* by a certain Bill, &c. bearing Date, &c. did promiſe to pay unto *C.* or Bearer, at —— on Demand, and that the ſaid *A.* was fully poſſeſſed of the ſaid Bill or Note, and was intitled to the ſaid —— due and payable thereon, but had loſt or miſlaid the ſaid Note; and that notwithſtanding the ſaid *B.* at the Requeſt of the ſaid *A.* had before Sealing thereof paid the ſaid *A.* the ſaid —— upon Condition therein mentioned, that if the ſaid *A.* his Executors and Adminiſtrators, or ſome or one of them, ſhould at all Times, &c. indemnify and ſave harmleſs the ſaid *B.* his, &c. of and from, &c. then the ſaid Obligation to be void, or to that Effect; as thereby, Relation, &c. **And whereas** the ſaid Bill or Note ſo given by the ſaid *B.* for the ſaid —— was delivered by the aforeſaid *C.* unto *D.* Son of the above bound *E. D.* the Apprentice of the ſaid *A.* for the Uſe of the ſaid *A.* and was by him loſt or miſlaid, ſo that in Regard the ſaid Note could not be delivered up upon Payment of the ſaid Money, the ſaid *B.* required, and the ſaid *A.* gave the before recited Bond to indemnify him therefrom: **And whereas** the ſaid *A.* did ſo become bound as aforeſaid, at the Requeſt and from the proper Duty of the ſaid *E. D.* who hath undertaken for the Fidelity of his ſaid Son, and is to indemnify the ſaid *A.* from the ſaid Obligation ſo by him given as aforeſaid: **Now therefore the Condition,** &c. That if the ſaid *E. D.* his Heirs, &c. do and ſhall from Time, &c. well and ſufficiently ſave and keep harmleſs, &c. the ſaid *A.* his Heirs, &c. all and from the ſaid recited Bond or Obligation, and all Sums of Monies therein mentioned, and thereupon to become payable, and of and from all Actions, &c. then, &c.

To deliver up a Bond loſt, as ſoon as found, and in the mean Time to indemnify the Obligor therefrom, he having given another Bond for the ſame Sum of Money.

Whereas the above named *A.* by an Obligation, &c. unto the above bound *B.* in, &c. conditioned for Payment of, &c. **And whereas** the ſaid Bond or Obligation is loſt or miſlaid, ſo that the ſame cannot be found, but the ſaid Principal Sum of —— and Intereſt thereof is ſtill due and unpaid: **And whereas** the ſaid *A.* hath, at or before Sealing hereof, at the Requeſt of the ſaid *B.* given her another Bond or Obligation, bearing Date, &c. for the Payment of the ſaid Sum of, &c. on, &c. being the ſame Sum of Money for which the ſaid other Bond was given, and is yet unpaid: **Now the Condition,** &c. is ſuch, That if the ſaid *B.* her Heirs, Executors and Adminiſtrators, when and as ſoon as the ſaid firſt Bond or Obligation ſo given and entered into by the ſaid *A.* unto the ſaid *B.* as aforeſaid, ſhall be found, ſhall and do deliver the ſame unto the ſaid *A.* to be cancelled and made void: **And** do and ſhall at all Times hereafter, until the ſaid Bond ſhall be ſo delivered up and cancelled as aforeſaid, ſave and keep harmleſs and indemnified the ſaid *A.* his Heirs, Executors and Adminiſtrators, and his and their Lands, Tenements, Goods, Chattels, and every of them, of and from the ſaid firſt recited or mentioned Bond or Obligation ſo entered into by the ſaid *A.* as aforeſaid, and from all Actions, &c. recovered or awarded againſt him or them, or which he or they may ſuſtain or be put unto for or by reaſon thereof, in any Manner of wiſe; then this, &c.

To indemnify a Perſon from a Bill of Sale loſt, till delivered, upon granting another, and to deliver up the new one when the old one is found.

Whereas the above named *A.* by a Bill of Sale under his Hand and Seal, bearing Date, &c. in Conſideration, &c. paid him by *B.* of, &c. (ſince deceaſed) did bargain and ſell unto the ſaid *B.* (deceaſed) one eighth Part or Share of and in the good Ship or Veſſel called *P.* whereof the ſaid *A.* is Maſter, and of and in the Tackle, Furniture and Appurtenances thereto belonging: **And whereas** the ſaid Bill of Sale is ſince loſt or miſlaid, and the above named *A.* at the Requeſt of the above bound *C. B.* Son and Executor of the laſt Will and

and Teſtament of the ſaid *B.* deceaſed, hath on the Day of the Date above written made and executed unto the ſaid *C. B.* (the Son) another Bill of Sale of the ſaid eighth Part of the ſaid Ship, with her Appurtenances, granted and ſold in and by the ſaid Bill of Sale ſo loſt or miſlaid as aforeſaid, as thereby may appear: **Now the Condition**, &c. is ſuch, That if the ſaid *C. B.* his Heirs, Executors and Adminiſtrators, when and as ſoon as the ſaid firſt recited Bill of Sale ſo made and granted by the ſaid *A.* unto the ſaid *B.* deceaſed, as aforeſaid, ſhall be found, ſhall and do deliver up the ſaid Bill of Sale, bearing Date herewith, unto the ſaid *A.* his Executors or Adminiſtrators, to be cancelled and made void; and do and ſhall from Time to Time in the mean Time ſave, *&c.* the ſaid *A.* his, *&c.* and his and their Lands, *&c.* of, from and againſt all Perſon and Perſons which ſhall or may have, claim or demand any Eſtate, Right, Title or Intereſt, of, in or to the ſaid eighth Part of the ſaid Ship, by Virtue of the ſaid recited Bill of Sale ſo formerly granted thereof, as aforeſaid, and from all Actions, *&c.* for or by reaſon of the ſaid Bill of Sale, or any Covenant, Grant, Clauſe or Thing therein contained; then this, *&c.*

XXIX. Indemnity concerning Trading in another's Name, or in one's own Name for another.

From an Apprentice to indemnify his Maſter (on his leaving off his Trade to him) from any Damage on Account of Trading in his Name.

Whereas the above named *A.* at the Requeſt, and for the Benefit and Advantage of the above bound *B.* hath conſented, that until the Term of his Apprenticeſhip unto the ſaid *A.* expires and is determined, which will be on —— he the ſaid *B.* may uſe the Name of the ſaid *A.* in and for carrying on the Trade of —— which he now exerciſes upon his own Account, and for his own Profit, and not for the Account, or any Benefit or Advantage of the ſaid *A.* but only to preſerve the ſaid Trade to himſelf, the ſaid *A.* having wholly left off and diſcontinued the ſame, which the ſaid *A.* hath permitted him to uſe for the ſaid Time, ſo as he the ſaid *A.* may be indemnified againſt all Damages for or by reaſon of the ſaid Trade, or his uſing his Name therein, and for carrying on the ſame as aforeſaid, which the ſaid *B.* doth hereby agree to indemnify him accordingly: **Now therefore the Condition**, &c. That if the ſaid *B.* his Heirs, *&c.* do, *&c.* for or by reaſon of his the ſaid *B.*'s uſing and exerciſing the ſaid Trade, and dealing therein, in the Name of the ſaid *A.* as aforeſaid, or of any Matter or Thing by reaſon thereof, or relating thereunto, in any Manner of wiſe; then, *&c.*

To indemnify a Perſon who managed a Trade for another, from all Damages by making Contracts, &c. in his own Name, and from Mens Wages, and to pay him a Salary for his Service.

Whereas the above named *A.* at the Requeſt of the above bound *B.* hath for ſome Time paſt managed, and doth continue to manage and carry on for the above bound *C.* Widow, of *&c.* the Trade and Buſineſs of —— at —— aforeſaid: **And whereas** the ſaid *A.* hath lately contracted and agreed in his own Name, but for and on the Behalf of the ſaid *C.* for building —— for *D.* at the ſaid *C.*'s (*Yard*) aforeſaid, and for the performing thereof, and of the Work and Buſineſs of the ſaid (*Yard*) the ſaid *A.* hath bought, and will have Occaſion to buy and provide (*Timber*) and other Goods and Things: **Now the Condition**, &c. is ſuch, That if the ſaid *C.* and the ſaid *B.* or either of them, their, *&c.* ſhall and do from Time, *&c.* reimburſe and pay to the ſaid *A.* his, *&c.* all ſuch Sum and Sums of Money which he hath paid, or which he ſhall pay, or contract to pay for any (*Timber*) and other Goods and Things which he hath bought, or ſhall buy from Time to Time during his Management of the Trade of the ſaid *C.* as aforeſaid, as well for Building of the ſaid —— as for doing and performing what other Work and Buſineſs ſhall be done in the ſaid (*Yard*) for the ſaid *C.* (he the ſaid *A.* giving Notice to the ſaid *C.* or entring an Account of ſuch Goods, as he ſhall ſo buy and provide, in a Book for that Purpoſe, to be kept by the ſaid *C.*) **And likewiſe** if the ſaid *C.* and *B.* or either of them, their, *&c.* do and ſhall from Time, *&c.* pay and diſcharge all Wages which ſhall grow due for the Work done in the ſaid (*Yard*) and of and from all and every ſuch Debts, Sum and Sums of Money, and of and from all Actions, *&c.* by reaſon thereof, ſhall and do at all Times hereafter ſave and keep harmleſs and indemnified the ſaid *A.* his, *&c.* and his and their Goods, Chattels and Eſtate, and every of them, their, *&c.* and do and ſhall pay or cauſe to be paid unto the ſaid *A.* the Sum or Salary of ——

per Ann. by —— Payments, agreed to be paid for his Service aforeſaid, as the ſame ſhall become due, during his Employment therein, and likewiſe his Expences in and about the ſaid Buſineſs; then, *&c.*

XXX. Indemnity on delivering Goods, &c.

To indemnify a Maſter of a Ship, on Account of his delivering Goods to a Perſon in London, *notwithſtanding they were conſigned in* Amſterdam, *and notwithſtanding the Bills of Loading were not delivered up to the Maſter.*

Whereas the above named *A.* Maſter of the Ship *M.* lately arrived from *Venice*, and bound for *Amſterdam*, hath on the Day of the Date hereof, by and with the Order and Conſent of Meſſieur *B.* Merchant at *Amſterdam*, delivered, or will deliver unto the above bound *C.* ——— Bags of Rice, taken on Board in the ſaid Ship at *Venice*, belonging to the ſaid *C.* and conſigned to the ſaid Meſſieur *B.* at *Amſterdam*, notwithſtanding the Bills of Loading for the ſame were not delivered up: **Now the Condition**, &c. is ſuch, That if the ſaid *C.* his Heirs, *&c.* do, *&c.* ſave, *&c.* the ſaid *A.* and likewiſe the ſaid Ship, with her Freight, Tackle and Apparel, from and againſt all Perſon and Perſons, and of and from all Actions, *&c.* Claims and Demands whatſoever, for or concerning the ſaid Goods, or any Part thereof, or for or by reaſon of his delivering the ſame to the ſaid *C.* as aforeſaid, in any Manner of wiſe; then, *&c.*

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